REVISED

TRAVIS COUNTY
COMMISSIONERS COURT

Travis County
Administration Building
Commissioners Courtroom
700 Lavaca Street
Austin, TX 78701

Andy Brown	**Jeffrey W. Travillion, Sr.**	**Brigid Shea**	**Ann Howard**	**Margaret J. Gómez**
County Judge	Commissioner Precinct 1	Commissioner Precinct 2	Commissioner Precinct 3	Commissioner Precinct 4

AGENDA
VOTING SESSION • TUESDAY, JANUARY 27, 2026 • 9:00 AM

This meeting may include one or more members of the Commissioners Court that will participate by videoconference. The presiding officer and a quorum of the Court will be physically present and it is their intent to preside over the meeting at the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, Austin, Texas 78701. The meeting shall be open to the public during the open portions of the meeting, and the member participating by videoconference shall be visible and audible to the public for as long as the member participates while speaking.

Members of the public may comment before the Commissioners Court on any item listed on this agenda when the item is taken up, either by appearing in person or by registering in advance during the online registration period using this link: https://d3tzviz1rxkinl.cloudfront.net/
Individuals who wish to call in using the advance online registration must provide a working telephone number to be contacted by County staff.

During the Public Communication portion of the meeting, members of the public may address the Court on County-related issues not listed on the agenda. As with agenda items, participants must register online in advance to participate remotely or register in person on the day of the meeting.

During Public Communication, County Announcements, or any other subject not specifically noticed on this agenda, the Court cannot deliberate; Court members may interact only by providing factual information or recite existing policy in response to an inquiry. Discussion about the subject of the inquiry must be restricted to proposing the subject be placed on a future meeting's agenda.

For additional details on public participation visit: https://www.traviscountytx.gov/commissioners-court

The public may also view this meeting while in progress online at either of the following:
https://traviscountytx.gov/tctv/watch
https://traviscotx.civicclerk.com/web/home.aspx

An electronic copy of the agenda and agenda packet can be found at:
https://traviscotx.civicclerk.com/web/home.aspx

For press inquiries, please email PIO@traviscountytx.gov or call (512) 854-8740.

CALL TO ORDER

PUBLIC COMMUNICATION

COUNTY ANNOUNCEMENTS

PUBLIC HEARINGS

1. Receive comments regarding a temporary detour and restriction of all traffic on Sassman Road between Thaxton Rd. and State Highway FM 1625 beginning on or about Sunday, February 8, 2026, and continuing through Sunday, November 22, 2026, or until work is complete, in Precinct Four. (Commissioner Gómez)

RESOLUTIONS & PROCLAMATIONS

2. Approve a proclamation honoring Maggie De La Cruz recognizing her retirement and her 28 years of service to Travis County. (Commissioner Gómez)

3. Approve a proclamation in support of the Seedling Foundation and declaring January, 2026 as Mentoring Month in Travis County. (Commissioner Gómez)

4. Approve a proclamation recognizing the 100th anniversary of The Austin Board of Realtors (ABoR) and honoring its century of service to the Central Texas real estate community and the residents of Travis County. (Judge Brown)

AUDITOR

5. Approve payment of claims by County Treasurer. (Judge Brown)

EMERGENCY SERVICES

6. Consider and take appropriate action regarding the following:

   A. Outdoor burning in the unincorporated areas of Travis County

   B. County response to natural disaster or other emergencies, including but not limited to necessary measures and actions related to the July 2025 Severe Weather and Flooding Disaster, including Travis County's response, operations, policies, emergency assistance, agreements, and measures necessary to preserve public health and safety and rehabilitation of property, and applicable orders, declarations or resolutions, and authorization for expenditure of funds and contracts related to disaster response and recovery efforts
   (Judge Brown)

7. Consider and take appropriate action renewing and amending the Interlocal Agreement between County of Travis and Travis County Emergency Services District #2 for Emergency Medical Services for the term of October 1, 2025, through September 30, 2026. (Judge Brown & Commissioner Shea)

8. Consider and take appropriate action on the reappointment of Leah Douglas and Gary Johnson to the Board of Commissioners of Emergency Services District (ESD) No.13 January 2026 through December 31, 2027. (Commissioner Travillion)

HEALTH & HUMAN SERVICES

9. Consider and take appropriate action to approve public hearing dates, public comment periods, and advertisements for the CDBG/HOME PY26 Action Plan and the CDBG/HOME PY25 Consolidated Annual Performance and Evaluation Report (CAPER). (Judge Brown & Commissioner Gómez)

10. Consider and take appropriate action to approve a revised memorandum of understanding (MOU), which outlines the collaborative partnership between Travis County and the Texas Department of Housing and Community Affairs (TDHCA) for the administration of wage compliance for supportive housing projects receiving LFRF funds from Travis County and HOME Arp funds from TDHCA. (Judge Brown & Commissioner Gómez)

11. Consider and take appropriate action to approve an extension of the Interlocal Agreement between Travis County and the City of Austin for the provision of Public Health Services, Contract #4400001726 through March 31, 2026, in order to allow continuation of services and contract negotiations (Judge Brown & Commissioner Gómez).

12. Consider and take appropriate action to approve an extension of the Interlocal Agreement between Travis County and the City of Austin for the provision of Animal Services, Contract #4400001725 through April 30, 2026, in order to allow continuation of services and contract negotiations (Judge Brown & Commissioner Gómez)

INTERGOVERNMENTAL RELATIONS

13. Consider and take appropriate action on a nomination to the Travis Central Appraisal District Board of Directors. (Judge Brown)

14. Consider and take appropriate action on the implementation of the SB 3 grant program. (Commissioners Travillion & Shea)

15. Consider and take appropriate action on the following grant Letters of Intent, contracts and related special budgets, and permissions to continue:

    A. Any other necessary grant applications, letters of support or grant awards attached to Commissioners Court backup for this Agenda item (Judge Brown)

16. Consider and take appropriate action on an appointment to the Sobering Center Board of Directors. (Judge Brown)

17. Consider and take appropriate action on appointments to the Central Texas Regional Mobility Authority Board of Directors. (Judge Brown)

PLANNING & BUDGET

18. Authorize the County Treasurer to invest County funds. (Judge Brown)

19. Consider and take appropriate action on budget amendments, transfers and discussions items, including but not limited to the following listed items, and any other necessary budget amendments and transfers attached to Commissioners Court backup for the Agenda item:

    A. Request from the Public Defender's Office (PDO) to use $18,062 of realized vacancy savings to hire a temporary contracted worker while their Office Specialist is out for approved temporary leave

    B. Request from Innovative Justice and Program Analysis (IJPA) to use up to $1,500 of internal resources for recruiting and outreach and to transfer up to $13,000 from the Allocated Reserve to cover expenses for potential travel and relocation expenses associated with the recruitment process for a new County Executive of Innovative Justice and Program Analysis, in the event that these funds are needed

    C. Request from Facilities Management to Transfer Funding of $165,000 from the CAR Reserve to Replace Project Funds that were Inadvertently not Encumbered before Year-end, consisting of $100,000 for the Fiscal Year 2025 Lavaca 1st Floor Briefing Room and $65,000 for the Fiscal Year 2025 Del Valle Community Center

    D. Request from Facilities Management to Transfer $150,000 from the Balcones Canyonland Preservation (BCP) Fund (0115) Allocated Reserve to fund an elevator upgrade at the Wilson Parke facility

    E. Request from Emergency Services to transfer $16,760 from the Interlocal Reserve to fund the Fiscal Year 2026 interlocal agreement with Emergency Services District #2 for Emergency Medical Services (EMS) response and ground ambulance transport in the unincorporated areas of Travis County that lie within ESD 2 but outside ESD 17

    F. Request from PBO to transfer $96,624 in one-time funding from the Allocated Reserve for a Planner Senior Special Project Worker (SPW) in Innovative Justice and Program Analysis (IJPA) that was authorized for Fiscal Year 2026 but was inadvertently not budgeted
    (Commissioner Gómez)

20. Consider and take appropriate action on items related to a socioeconomic survey for the Apache Shores neighborhood to support grant applications to the Texas Water Development Board to be submitted by Water District 17:

    A. Request to approve an agreement with Water District 17 to conduct a socioeconomic survey on their behalf

    B. Request to authorize the creation of three temporary workers to assist with conducting the survey
    (Commissioner Howard)

21. Consider and take appropriate action on items related to a socioeconomic survey for the River Ridge neighborhood to support grant applications to the Texas Water Development Board to be submitted by Water District 17:

    A. Request to conduct a socioeconomic survey on behalf of Water District 17

    B. Request to approve an agreement with Water District 17 to conduct a socioeconomic survey on their behalf

    C. Request to utilize the same three temporary workers for the Apache Shores socioeconomic survey to conduct the River Ridge survey (Commissioner Howard)

PURCHASING

22. Receive bids from County Purchasing Agent. (Commissioners Travillion & Gómez)

23. Approve contract award for Auto Body Repair Services, RFS No. 120-CM, as needed, to the following two highest-ranked respondents:

    A. Contract No. 4400008561 with Leif Johnson Collision Center

    B. Contract No. 4400008562 with Austin Mac Haik Ford Lincoln
    (Transportation & Natural Resources)
    (Commissioners Travillion & Gómez)

24. Approve Modification No. 9 to Contract No. 4400006400 with Robert Jackson & Michael McElhaney Architects, Inc., in the amount of $508,403.00, for the Balcones Canyonlands Preserve Visitor Center Building Remodel and Landscape Design. (Facilities Management Department) (Commissioners Travillion & Gómez)

25. Approve Modification No. 1, an assignment of Contract No. 4400007600, for Facility Standard Subscription, from VFA, Inc. to The Gordian Group, Inc. (Facilities Management Department) (Commissioners Travillion & Gómez)

TECHNOLOGY & OPERATIONS

26. Consider and take appropriate action on the following Personnel Amendments:

    A. Routine Personnel Actions
    (Commissioners Travillion & Gómez)

TRANSPORTATION & NATURAL RESOURCES

27. Consider and take appropriate action regarding the approval of the Interlocal Cooperation Agreement between Travis County and the Southwestern Travis County Groundwater Conservation District for operational expenses for 2026. (Commissioner Howard)

28. Consider and take appropriate action on the Construction and Traffic Mitigation agreement between Century Land Holdings II, LLC, a Colorado limited liability company, GRBK Edgewood LLC, a Texas limited lability company, and Travis County for traffic mitigation associated with the proposed Braker Valley development**,** in Precinct One. (Commissioner Travillion)

29. Consider and take appropriate action on the First Amendment to the Construction Agreement between UPD HOWARD SW LAND LLC, a Delaware limited liability company, SLATE HOWARD, and Travis County for the traffic mitigation associated with the proposed United Properties SW development in Precinct One. (Commissioner Travillion)

30. Consider and take appropriate action on an Amended and Restated Condominium Construction Agreement between Austin Surf Club Venture, LP and Travis County for the Austin Surf Ranch condominium development, in Precinct Four. (Commissioner Gómez)

31. Consider and take appropriate action to approve the relocation of existing barricades on Creedmoor Road. (Commissioner Gómez)

32. Receive briefing regarding the 2025 Surface Water Quality Program Report. (Commissioners Shea & Howard)

33. Consider and take appropriate action on the Traffic Mitigation Agreement between Century Land Holdings II, LLC, a Colorado limited liability company, GBRK Edgewood LLC, a Texas limited liability company, and Travis County for traffic mitigation associated with the proposed Alta Blue Goose development in Precinct One. (Commissioner Travillion)

OTHER

34. Approve the corrected minutes for the June 7, 2022, Voting Session due to a scrivener's error on item 19, and the minutes for the December 19, 2025, Voting Session. (Judge Brown)

35. Consider and take action to approve six license agreements for use as Early Voting and Election Day polling sites for the March 3, 2026 Joint Primary Election:

    A. Balcones Bingo
    B. Ben Hur Shrine Center
    C. UT Texas Union
    D. LBJ School of Public Affairs
    E. Westoak Woods Baptist Church
    F. Westlake United Methodist Church
    (Judge Brown)

36. Consider and take appropriate action to revise the 2026 Travis County Commissioners Court calendar. (Judge Brown)

37. Consider and take appropriate action on the appointment of Mitch Kreindler to the Emergency Services District (ESD) #4 Board of Commissioners for a term effective from January 1, 2026 through December 31, 2026. (Commissioner Shea)

EXECUTIVE SESSION

Note 1 Texas Government Code § 551.071, Consultation with Attorney
Note 2 Texas Government Code § 551.072, Real Property
Note 3 Texas Government Code § 551.074, Personnel Matters
Note 4 Texas Government Code § 551.076, Security
Note 5 Texas Government Code § 551.087, Economic Development Negotiations
Note 6 Texas Government Code § 551.089, IT Security
Note 7 Texas Government Code § 551.0745, Personnel Matters Affecting County Advisory Board

The Commissioners Court will consider the following items in Executive Session. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Court announces that the item will be considered during Executive Session.

38. Receive briefing and take appropriate action regarding Travis County security and information security issues.[1,4 & 6] (Commissioner Travillion & Howard)

39. Receive briefing and take appropriate action regarding the acquisition of approximately 62 acres of land in connection with the Balcones Canyonlands Conservation Plan in Precinct Two.[1&2] (Commissioner Shea)

40. Receive briefing and take appropriate action regarding a letter of intent related to a possible acquisition of a property in North Austin, Texas. [1&2] (Commissioner Gómez)

41. Receive legal briefing and take appropriate action regarding *Brown, et al v. Paxton, et al.*, Cause No. 1:24-CV-1095-ADA, United States District Court for the Western District, Austin Division.[1] (Judge Brown)

42. Receive legal briefing and take appropriate action regarding outdoor burning and the sale and use of fireworks in the unincorporated areas of Travis County.[1] (Judge Brown)

43. Receive legal briefing and take appropriate action regarding recent revisions to the Texas Public Information Act, designation of public information coordinators by County offices, and legal responsibilities of County Judge and Commissioners Court under the Act.[1] (Judge Brown)

44. Receive briefing and take appropriate action regarding the appointment, hiring, employment, evaluation and duties of the Travis County Executive for Technology & Operations.[1&3] (Judge Brown)

45. Receive briefing and take appropriate action regarding the appointment, hiring, employment, evaluation and duties of the Travis County Executive for Innovative Justice & Program Analysis.[1&3] (Judge Brown)

46. Receive legal briefing on and take possible action on property located at 4001 Ranch Road 620.[1&2] (Judge Brown)

ADJOURN

TRAVIS COUNTY HOUSING FINANCE CORPORATION VOTING SESSION • TUESDAY, JANUARY 27, 2026 • UPON ADJOURNMENT OR RECESS OF COMMISSIONERS COURT VOTING SESSION

1. Consider and take appropriate action on approve an amending resolution to update and designate one or more Authorized Representatives for a TexSTAR Short Term Asset Reserve Fund. (Commissioner Gómez)

ADJOURN

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 VOTING SESSION • TUESDAY, JANUARY 27, 2026 • UPON ADJOURNMENT OR RECESS OF COMMISSIONERS COURT VOTING SESSION

1. Authorize the County Treasurer to invest County funds - BCRD. (Judge Brown)

ADJOURN

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive comments regarding a temporary detour and restriction of all traffic on Sassman Road between Thaxton Rd. and State Highway FM 1625 beginning on or about Sunday, February 8, 2026, and continuing through Sunday, November 22, 2026, or until work is complete, in Precinct Four. (Commissioner Gómez)

Prepared By/Phone Number: Brian Burk, Engineer Sr, 512-854-7648
Elected/Appointed Official or Department Head: Cynthia McDonald
Commissioners Court Sponsor(s): Commissioner Gómez, Precinct Four
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
TNR Development Services Permit 24-49626 has been issued to improve Sassman Road, including significant vertical re-alignment, paving, and storm drain improvements. The owner is Carma Easton LLC. The permit applicant is Kimley-Horn and Associates, Inc..

A temporary traffic control plan has been provided illustrating detour and restrictions of all public use along Sassman Road between Thaxton Rd. and State Highway FM 1625 to construct improvements. Existing private property access for local residents and businesses will be maintained throughout the restriction period.

Staff Recommendations:
In accordance with Chapter 251 of the Transportation Code, staff recommends receiving public comment regarding the temporary detour and an order by the road supervisor to prohibit or restrict use of the road.

Issues and Opportunities:
The existing road is a marked undivided two-lane two-way rural collector road. It may not be practical to construct vertical re-alignment and improvements so that traffic can pass safely. This restriction may require a temporary traffic detour up to 4.08 miles.

Fiscal Impact and Source of Funding:
Not Applicable.

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Tanner Voelkel	Asst. Director Planning & Admin	TNR	(512) 854-7675
Robert Valenzuelz	Public Works Division Director	TNR	(512) 854-7650

Mannar R. Tamirisa	Assistant PW Director- R&B Engineering	TNR	(512) 854-8757

CC:

Jay Doyle	Assistant PW Director-Road Maintenance	TNR	(512) 854-4660
Comm Schedules	Dispatch	TCSO	(512) 854-9770
ESD #11, 15	(512) 243-3477	DVISD	(512) 386-3150

Attachments:

1. 260203_use_prohibition_DRAFT
2. EPS Section 6A_Subdivision_20251204_part
3. EPS Section 6A_Detour Plan & Detour Notes_2025.12.09
4. 251215_task_plan_SassmanRd_PublicNotice_DRAFT

TRANSPORTATION AND NATURAL RESOURCES
CYNTHIA C. MCDONALD, COUNTY EXECUTIVE

700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

Date: February 3, 2026

MEMORANDUM

TO: MARGARET GOMEZ
COMMISSIONER, PRECINCT 4

FROM: Mannar Tamirisa
Assist. Dir., TNR PW RB Maintenance TE

SUBJECT: Request to temporarily restrict use of road

Attached for consideration is an order for signature to temporarily restrict the use of SASSMAN ROAD between Thaxton Rd. and State Highway FM 1625. This restriction is necessary for the safety of the motoring public due to construction of road improvements.

A temporary detour around the restriction will be established along adjacent county roads. Local access will be permitted upto the construction area.

The restriction will be put into effect beginning February 8, 2026. The road is anticipated to remain restricted until November 22, 2026, or until construction is complete.

If you have questions concerning this matter, contact Mannar Tamirisa, Assistant Director TNR PW R&B Maintenance Traffic Engineering, at 512-854-8757.

attachments

cc: Jay Doyle
Mannar Tamirisa
Robert Valenzuelz

MG:bb

DRAFT

ORDER
PROHIBITING USE OF ROAD
SASSMAN ROAD
BETWEEN THAXTON RD. AND STATE HIGHWAY FM 1625

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

PURSUANT TO SECTION 251.157 OF THE TEXAS TRANSPORTATION CODE, THE USE OF SASSMAN ROAD BETWEEN THAXTON RD. AND STATE HIGHWAY FM 1625 IS HEREBY PROHIBITED BY ORDER OF THE COMMISSIONER OF TRAVIS COUNTY, TEXAS, FOR THE SAFETY OF THE MOTORING PUBLIC DUE TO CONSTRUCTION OF ROAD IMPROVEMENTS.

THIS ORDER APPLIES TO ALL MOTOR VEHICLES, EXCEPT LOCAL TRAFFIC AND THOSE VEHICLES NECESSARY TO MAKE REPAIRS TO THE ROAD. DETOUR ROUTES AROUND THIS SECTION OF SASSMAN ROAD WILL BE PROVIDED. THE ROAD WILL REMAIN CLOSED UNTIL SUCH REPAIRS HAVE BEEN MADE THAT THE ROAD CAN BE USED SAFELY AND WITHOUT FURTHER DAMAGE TO THE ROAD. NOTICE SHALL BE POSTED AT LOCATIONS WHICH ENABLE DRIVERS TO DETOUR TO AVOID THE RESTRICTED ROAD.

THIS ORDER IS MADE IN ACCORDANCE WITH CHAPTER 251 OF THE TRANSPORTATION CODE.

RESOLVED AND ORDERED THIS THIRD DAY OF FEBRUARY 2026.

_____

MARGARET GOMEZ
COMMISSIONER, PRECINCT 4

DRAFT

CIVIL CONSTRUCTION PLANS
PAVING, GRADING & UTILITIES
FOR

EASTON PARK SOUTH SECTION 6A
PILOT KNOB MUD NO. 4 AND NO. 5
8002 SASSMAN RD AUSTIN, TEXAS

REVISIONS/CORRECTIONS								
NO.	DESCRIPTION	REVISE (R) VOID (V) ADD (A) SHEET NO.'S	TOTAL NO. SHEET S IN PLAN SET	NET CHANGE IMP. COVER (SQ. FT.)	TOTAL SITE IMP. COVER (SQ. FT.)/%	CITY OF AUSTIN APPROVAL DATE	DATE IMAGED	TRAVIS COUNTY APPROVAL DATE

GENERAL NOTES:

1. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY SYSTEM.
2. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
3. DRIVEWAY LOCATIONS SHALL CONFORM TO CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL AS ADOPTED BY TRAVIS COUNTY.
4. A TRAVIS COUNTY DRIVEWAY PERMIT WILL BE REQUIRED AS PART OF THE DEVELOPMENT PERMIT APPLICATION.
5. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION.
6. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDING FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF AUSTIN.
7. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT PURSUANT TO THE LAND DEVELOPMENT CODE (TITLE 30-5-211 (B) (3)).
8. A TRAVIS COUNTY AND CITY OF AUSTIN DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT FOR THIS PROJECT.
9. THE MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN THE ENVIRONMENTAL CRITERIA MANUAL AND OTHER ORDINANCES AND REGULATIONS OF THE CITY OF AUSTIN.
10. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY AND CITY OF AUSTIN FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
11. THE OWNER/DEVELOPER IS ADVISED TO OBTAIN APPROVAL FOR ANY NEEDED LICENSE AGREEMENTS PRIOR TO APPROVAL OF THE CONSTRUCTION PLANS. OTHER SPECIAL OR NONSTANDARD TREATMENTS OF THE R.O.W. MAY ALSO REQUIRE A LICENSE AGREEMENT.
12. THE APPLICANT/OWNER MUST COORDINATE WITH UTILITY COMPANIES PRIOR TO CONSTRUCTION. THE UTILITY PROVIDERS FOR THE SUBDIVISION ARE AS FOLLOWS:
    WATER & WASTEWATER - CITY OF AUSTIN
    ELECTRIC - BLUEBONNET ELECTRIC CO-OP
    GAS - CENTERPOINT ENERGY
13. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN AND TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
14. ALL BUILDING LINES WILL BE IN ACCORDANCE WITH THE PILOT KNOB PUD, ORDINANCE NO. 20151207-080, AS AMENDED.
15. PRIOR TO FULL PURPOSE ANNEXATION BY CITY OF AUSTIN, THE HOMEOWNER'S ASSOCIATION OR MUD IS REQUIRED TO MOW AND MAINTAIN LANDSCAPING IN THE OPEN CHANNELS, DETENTION AND WATER QUALITY AREAS.
16. FOR MAINTENANCE OF THE DETENTION AND WATER QUALITY FACILITY(S), SEE AGREEMENT(S) _____ AND _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. PER THE AGREEMENTS, PONDS SHALL BE PUBLICLY MAINTAINED.
17. WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
18. EACH LOT SHALL HAVE INDEPENDENT WATER METERS AND CLEANOUTS, AND PRIVATE PLUMBING SHALL NOT CROSS LOT LINES. PRIVATE LINES MAY CROSS PERPENDICULARLY BUT OTHERWISE SHALL NOT BE LOCATED WITHIN A PUBLIC UTILITY EASEMENT.
19. THIS PROJECT IS LOCATED IN THE COTTONMOUTH CREEK WATERSHED, WHICH IS CLASSIFIED AS A SUBURBAN WATERSHED.
20. THIS PROJECT IS NOT LOCATED OVER THE EDWARD'S AQUIFER RECHARGE ZONE.
21. THIS PROJECT IS SUBJECT TO THE TRAFFIC IMPACT ANALYSIS "EASTON PARK SOUTH" BY HDR ENGINEERING AND SUBSEQUENT PHASING AGREEMENT (AS AMENDED) APPROVED BY TRAVIS COUNTY COMMISSIONER'S COURT - DOCUMENT NO. 2020098748.
22. ALL ACTIVITIES WITHIN THE CEF AND CEF BUFFER MUST COMPLY WITH THE CITY OF AUSTIN CODE AND CRITERIA AND AS DEFINED BY THE PILOT KNOB PUD, ORDINANCE NO. 20151207-080, AS AMENDED, THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICAL; CONSTRUCTION IS PROHIBITED, AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
23. WATERWAY SETBACKS AS DEFINED BY THE PILOT KNOB PUD, ORDINANCE NO. 20151207-080 AS AMENDED, MAY BE LOCATED ON THIS PROPERTY. DEVELOPMENT IS LIMITED WITHIN WATERWAY SETBACKS.(LDC 30-5, ARTICLE 7)
24. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO CITY OF AUSTIN LAND DEVELOPMENT CODE.
25. BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND, WHEN APPLICABLE, OBTAIN AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPP). THE SWPP REQUIRES IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORMWATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
26. THE OWNER SHALL CONSTRUCT AND POST FISCAL SECURITY FOR SIDEWALKS AND CURB RAMPS ON ARTERIAL AND COLLECTOR STREETS AND ADJACENT TO SCHOOLS, PARKS, OR OTHER COMMON AREAS CONCURRENT WITH CONSTRUCTION AND POSTING OF FISCAL SECURITY FOR SUBDIVISION INFRASTRUCTURE. IF RESIDENTIAL CONSTRUCTION OR OTHER SITE DEVELOPMENT WILL OCCUR SHORTLY AFTER STREET CONSTRUCTION, THE COUNTY EXECUTIVE MAY GRANT VARIANCES WHEREBY SIDEWALKS AND CONSTRUCTED AND FISCAL SECURITY POSTED AT A LATER DATE AND/OR BY THE HOMEBUILDER OR OTHER PERSON UNDERTAKING SITE DEVELOPMENT IN LIEU OF THE OWNER.
27. WATER METERS AND CLEANOUTS SHALL NOT BE LOCATED IN DRIVEWAYS OR SIDEWALKS.
28. ALL STREETS, DRAINAGE, SIDEWALKS, EROSION CONTROLS, AND WATER AND WASTEWATER LINES ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN AND TRAVIS COUNTY STANDARDS.
29. NO STRUCTURE SHALL BE OCCUPIED UNTIL THE WATER QUALITY CONTROL AND DETENTION FACILITY HAVE BEEN CONSTRUCTED, INSPECTED, AND ACCEPTED BY THE CITY OF AUSTIN.
30. IF AT ANY TIME DURING CONSTRUCTION OF THIS PROJECT AN UNDERGROUND STORAGE TANK (UST) IS FOUND, CONSTRUCTION IN THAT AREA MUST STOP UNTIL A CITY OF AUSTIN UST CONSTRUCTION PERMIT IS APPLIED FOR AND APPROVED, ANY UST REMOVAL WORK MUST BE CONDUCTED BY A UST CONTRACTOR THAT IS REGISTERED WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ). CONTACT ELIZABETH SIMMONS AT ELIZABETH.SIMMONS@AUSTINTEXAS.GOV IF YOU HAVE ANY QUESTIONS. (COA TITLE 6)
31. EACH SINGLE-FAMILY LOT IN A RESIDENTIAL SUBDIVISION MUST CONTAIN AT LEAST TWO TREES FOR SF4A ZONING AND THREE TREES FOR ALL OTHER SF ZONING. TREES MUST BE OF AT LEAST TWO DIFFERENT SPECIES LISTED IN ECM APPENDIX F. EACH TREE MUST HAVE A MINIMUM DIAMETER OF 2 INCHES AND EACH TREE MUST BE MAINTAINED IN ACCORDANCE WITH THE ECM. LOTS WITH AN AREA OF 2,500 SQUARE FEET OR LESS REQUIRE ONLY ONE TREE. AS SPECIFIED BY THE "PILOT KNOB PUD" ORDINANCE (ORDINANCE NUMBER 20161115-032).
32. AN ADMINISTRATIVE VARIANCE HAS BEEN GRANTED WITH THE EASTON PARK SOUTH SECTIONS 6-8 PRELIMINARY PLAN (CASE NO. C8J-2025-0230) IN ACCORDANCE WITH LDC 30-5-42 TO ALLOW CUT AND FILL UP TO 8 FEET IN THE DESIRED DEVELOPMENT ZONE (LDC 30-5-341 AND 342)
33. THE APPLICANT/OWNER MUST COORDINATE WITH UTILITIES COMPANIES PRIOR TO CONSTRUCTION.
34. CONTRACTOR SHALL COORDINATE CONTINUOUSLY AND AS NECESSARY WITH PROPERTY/BUSINESS OWNERS TO MAINTAIN CONTINUATION OF TRAFFIC CONTROL AND ACCESS.
35. NO EQUIPMENT, MATERIALS, AND/OR SPOILS SHALL BE STORED OVERNIGHT WITHIN THE FEMA 100-YR FLOODPLAIN, THE CREEK, AND THE CWQZ.
36. THE CONTRACTOR MUST OBTAIN A SEPARATE PERMIT TO WORK WITHIN THE COUNTY ROW.
37. THE ENGINEER WHO PREPARED THESE PLANS IS RESPONSIBLE FOR THEIR ADEQUACY. IN APPROVING THESE PLANS, TRAVIS COUNTY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
38. FOR INTEGRATED PEST MANAGEMENT PLAN, SEE AGREEMENT FILED IN DOCUMENT NO._____ OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
39. INFRASTRUCTURE WITHIN A DMA (DRAINAGE MAINTENANCE AGREEMENT) WILL NOT BE ACCEPTED UNTIL THE DMA IS RECORDED.

PRIOR TO SCHEDULING THE PRE-CONSTRUCTION MEETING ENSURE THAT ALL REQUIRED NOTICES AND PERMITS ARE POSTED AND THE CERTIFIED INSPECTOR FOR YOUR SITE HAS UPLOADED A SWP3 INSPECTION REPORT TO YOUR ACCOUNT THAT CONFIRMS THAT THE FIRST PHASE OF TEMPORARY ESC HAVE BEEN INSTALLED PER PLANS AND SPECIFICATIONS.

ALONG WITH THE CITY OF AUSTIN, SCHEDULE YOUR PROJECTS PRE-CONSTRUCTION MEETING THROUGH THE HTTPS://WWW.MGOCONNECT.ORG/CP/PORTAL FOR THIS ACCOUNT AFTER THE INITIAL 3RD PARTY SWP3 INSPECTION REPORT HAS BEEN UPLOADED AND ALL PERMITS AND NOTICES HAVE BEEN POSTED.

LEGAL DESCRIPTION

BEING 66.33 ACRES OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT 24 CITY OF AUSTIN, TRAVIS COUNTY TEXAS

I CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

I JOSHUA W. MIKSCH, P.E. TEXAS LICENSE NUMBER 122089 CERTIFY THAT THE DESIGN OF THE DAM IN THIS SET OF PLANS CAN SAFELY PASS THE MINIMUM DESIGN FLOOD HYDROGRAPH AS REQUIRED BY THE CITY OF AUSTIN AND THE STATE OF TEXAS BASED ON THE HYDROLOGIC, HYDRAULIC AND STRUCTURAL ANALYSIS USING STANDARD ACCEPTED ENGINEERING PRACTICES.

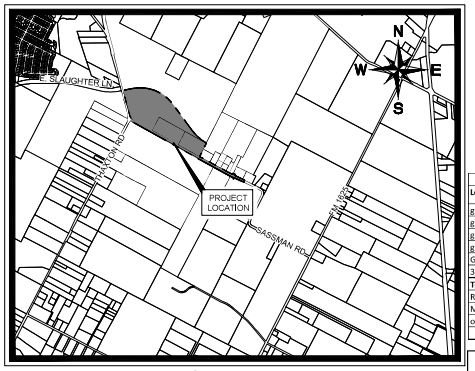
STATE OF TEXAS — JOSHUA W. MIKSCH — 122089 — LICENSED — PROFESSIONAL ENGINEER

10/22/2025

I, TIMOTHY R. WESTON, P.E. TEXAS LICENSE NUMBER 87938 CERTIFY THAT THE DESIGN OF THE DAM IN THIS SET OF PLANS CAN SAFELY PASS THE MINIMUM DESIGN FLOOD HYDROGRAPH AS REQUIRED BY THE CITY OF AUSTIN AND THE STATE OF TEXAS BASED ON THE GEOTECHNICAL USING STANDARD ACCEPTED ENGINEERING PRACTICES.

9-18-25
MLA Geotechnical
TBPE Firm # F-2684

STATE OF TEXAS — TIMOTHY R. WESTON — 87938 — LICENSED — PROFESSIONAL ENGINEER



VICINITY MAP
N.T.S.

COA GRID: J11, K11, K12.
MAPSCO: 705L, 705G.

OCTOBER 2025

EASTON PARK SOUTH SECTION 6A - LAND USE SUMMARY				
USE	ACREAGE		# OF LOTS	% OF PROJECT
Mixed Use	8.03	AC.	1	10.99%
Residential Detached (Yard House and Others)	20.82	AC.	123	28.50%
Open Space/Landscape/Parkland	29.91	AC.	23	40.94%
Right-of-Way	14.29	AC.	-	19.56%
Total	73.05	AC.	146	100.00%

EASTON PARK SOUTH SECTIONS 6A			
Lot Size	Number of lots	Assumed IC per	Proposed IC (SF)
greater than 3 ac	0	10,000	0
greater than 1 ac and no more than 3 ac	0	7,000	0
greater than 15000 SF and no more than 1 ac	1	5,000	5000
greater than 10000 SF and no more than 15000	10	3,500	35,000
Greater 3,300 SF and no more than 10,000 SF	112	2,500	280,000
3,300 SF or less in size (PUD Addition)	0	2,475	0
Total Lots and proposed IC	123		320,000
ROW impervious cover (Assume 85% IC)			528,213
Mixed-Use Lot impervious cover (Assume 90% IC)			314,808
other impervious cover, such as stormwater pond access drives (Assume 10% IC)			129,729
		TOTAL	1,292,750

APPENDIX Q-2
EASTON PARK SOUTH SECTIONS 6A IMPERVIOUS COVER

NOTE: Q1 TABLES ARE NOT REQUIRED FOR URBAN WATERSHEDS

ALLOWABLE IMPERVIOUS COVER (PER PILOT KNOB PUD ORDINANCE NO. 20161110-032 - EXHIBIT P)

*OPEN SPACE IMPERVIOUS COVER ALLOWED AT	5 %	X	11.67 ACRES =	0.58 ACRES
73 % MAX IMPERVIOUS COVER ALLOWED AT	73 %	X	50.34 ACRES =	36.75 ACRES
95 % MAX IMPERVIOUS COVER ALLOWED AT	95 %	X	11.04 ACRES =	10.48 ACRES

*IF IMPROVED PARKLAND ALLOWABLE CAN GO UP TO 20%

TOTAL IMPERVIOUS COVER ALLOWED = 47.82 ACRES

ALLOWABLE IMPERVIOUS COVER BREAKDOWN BY SLOPE CATEGORY

TOTAL ACREAGE 15 - 25 % = 1.13 X 10% = 0.113 ACRES

PROPOSED TOTAL IMPERVIOUS COVER

TOTAL PROPOSED IMPERVIOUS COVER = 29.68 ACRES

PROPOSED IMPERVIOUS COVER ON SLOPES

SLOPE CATEGORIES	ACRES	IMPERVIOUS COVER: BUILDING / AND OTHER IMPERVIOUS COVER	% OF CATEGORY	DRIVEWAYS / ROADWAYS ACRES
0 - 15%	71.42	17.59	24.6%	12.02
15 - 25%	1.13	0.00	0.0%	0.07
25 - 35%	0.30	0.00	0.0%	0.02
OVER 35%	0.20	0.00	0.0%	0.01
TOTAL SITE AREA	73.05			

CONDITIONAL APPROVAL NOTE
THIS PERMIT APPROVAL IS CONDITIONAL AND DOES NOT AUTHORIZE FULL DEVELOPMENT OF THE LIMITS OF CONSTRUCTION, PER THE FOLLOWING NO WORK MAY TAKE PLACE IN THE ROW (SASSMAN AND APOGEE) UNTIL A TRAFFIC CONTROL PLAN HAS BEEN APPROVED BY THE COUNTY AND A ROAD CLOSURE PLAN HAS BEEN APPROVED BY COMMISSIONERS COURT.

Signature and Permit Block for Travis County

Reviewed By:

Travis County Transportation and Natural Resources — Date

24-49626
TNR Development Permit Number

FO/OM
AUSTIN WATER UTILITY

12/04/2025
DATE

SEE APPROVAL STAMP ON THIS SHEET
TRAVIS COUNTY FIRE MARSHAL

11/09/2025
DATE

C8J-2023-0230.1B
CITY OF AUSTIN DEVELOPMENT CASE NUMBER

24-49626
TNR PERMIT NUMBER

Fabio M. Bolfarini, P.E. — 09/15/2025
DISTRICT ENGINEER

*REVIEW OF THE PLANS BY THE DISTRICT IS LIMITED TO DISTRICT-OWNED FACILITIES, AND DOES NOT INDICATE A REVIEW OF THE ADEQUACY OF THE DESIGN FOR THE FACILITIES. IN APPROVING THESE PLANS, THE DISTRICT MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

Travis County
Fire Marshal's Office
REVIEWED FOR COMPLIANCE
APPROVED TO PROCEED
Nothing in this review is intended to authorize any aspect of work that is not in compliance with adopted codes and laws.
10:00 am - Nov 9, 2025
Greg Anderson
PLAN REVIEWER

OWNER/DEVELOPER

CARMA EASTON, LLC
9800 N. MOPAC EXPY
SUITE 750
AUSTIN, TEXAS 78759
TEL: 512-391-1330

SURVEYOR

Kimley»Horn
10814 JOLLYVILLE ROAD,
CAPUS IV, SUITE 200
AUSTIN, TX 78759
512-572-6674
FIRM # 10194624

ENGINEER

Kimley»Horn
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 418-1771
CONTACT: JOSHUA W. MIKSCH, P.E.
STATE OF TEXAS
REGISTRATION NO. F-928

811 Know what's below. Call before you dig.

BENCHMARKS

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM SURFACE, TO CONCERT FROM SURFACE TO GRID APPLY A SCALE FACTOR OF: 0.99996894 - CENTRAL ZONE (FIPS 4203) (NAD'83); THE VERTICAL DATUM IS NAVD .88, USING GEOID 18, BASED ON GPS OBSERVATIONS.

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ELEV.=613.49'

BM #10097 - MAG NAIL WITH WASHER FOUND IN ASPHALT AT THE NORTHWEST INTERSECTION OF THAXTON ROAD AND EAST SLAUGHTER LANE ±134' NORTHWEST OF A WATER MANHOLE LOCATED IN THE EAST SIDE OF THAXTON ROAD, ±1156.2' NORTH OF THE INTERSECTION OF THAXTON ROAD AND SASSMAN ROAD.
ELEV.=593.40'

BM #10098 - MAG NAIL WITH WASHER FOUND IN ASPHALT AT THE WEST END OF A CULDESAC OF ORIZZONTE STREET IN THE EASTON PARK SECTION 2 SUBDIVISION, ±6.2' FROM THE BACK CURB, ±318.2' WEST OF THE INTERSECTION OF ORIZZONTE STREET AND BESTRIDE STREET.
ELEV.=595.08'

C8J-2023-0230.1B

Kimley»Horn © 2025 KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200, AUSTIN, TX 78759 PHONE: 512-418-1771 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928

STATE OF TEXAS — JOSHUA W. MIKSCH — 122089 — LICENSED — PROFESSIONAL ENGINEER

KHA PROJECT 069295200	
DATE	OCTOBER 2025
SCALE:	AS SHOWN
DESIGNED BY:	JMA
DRAWN BY:	EER
CHECKED BY:	JWM

NO.	REVISIONS	DATE	BY

EASTON PARK SOUTH SEC. 6A - SECTION 6A

KHA PROJECT NO. 069295200

EASTON PARK SOUTH SECTION 6A
CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

COVER SHEET

CIVIL CONSTRUCTION PLANS

SHEET NUMBER
1

Posted By:Lamberdt, Thomas Date:October 24, 2025 10:16:42am File Path:K:\AUS_Civil\069295200 – Easton Park South\Easton Park South – Section 6A\Civil\PlanSheets\C-Cover Sheet.dwg
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REVIEWED
Document Date: 2025
Austin Water
Jason Inge

Know what's below. Call before you dig.

BENCHMARKS

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ELEV.=595.58'

C8J-2023-0230.1B

Plotted By:Alvia, Joel Date:December 02, 2025 11:52:45am File Path:K:\AUS_Civil\069295200 – Easton Park South\Easton Park South – Section 6\Section 6A\Civil\PlanSheets\C–Cover Sheet.dwg
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TEXAS REGISTERED ENGINEERING FIRM F-928

No.	REVISIONS	DATE	BY

STATE OF TEXAS
JOSHUA W. MIKSCH
122089
LICENSED
PROFESSIONAL ENGINEER
11/26/2025

KHA PROJECT 069295200
DATE DECEMBER 2025
SCALE: AS SHOWN
DESIGNED BY: JMA
DRAWN BY: EER
CHECKED BY: JWM

EASTON PARK SOUTH
SECTION 6A
CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

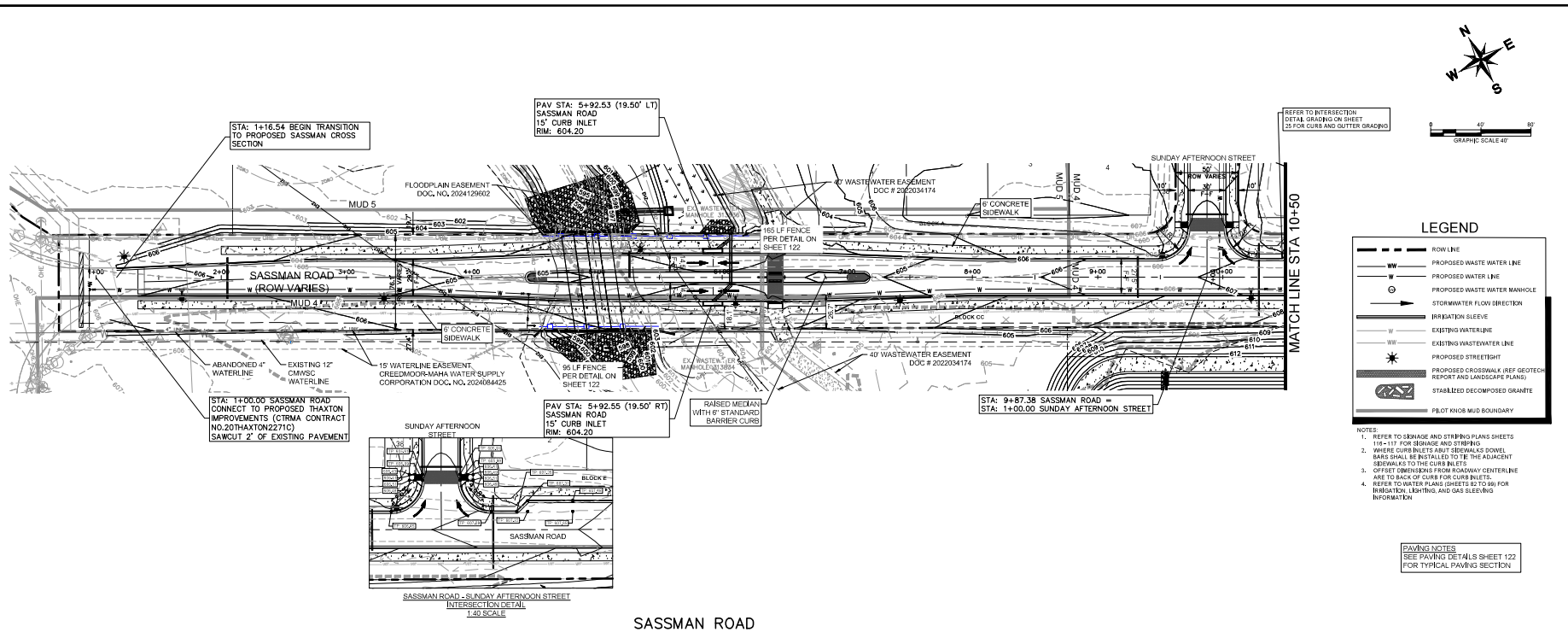
SHEET INDEX

SHEET NUMBER
2

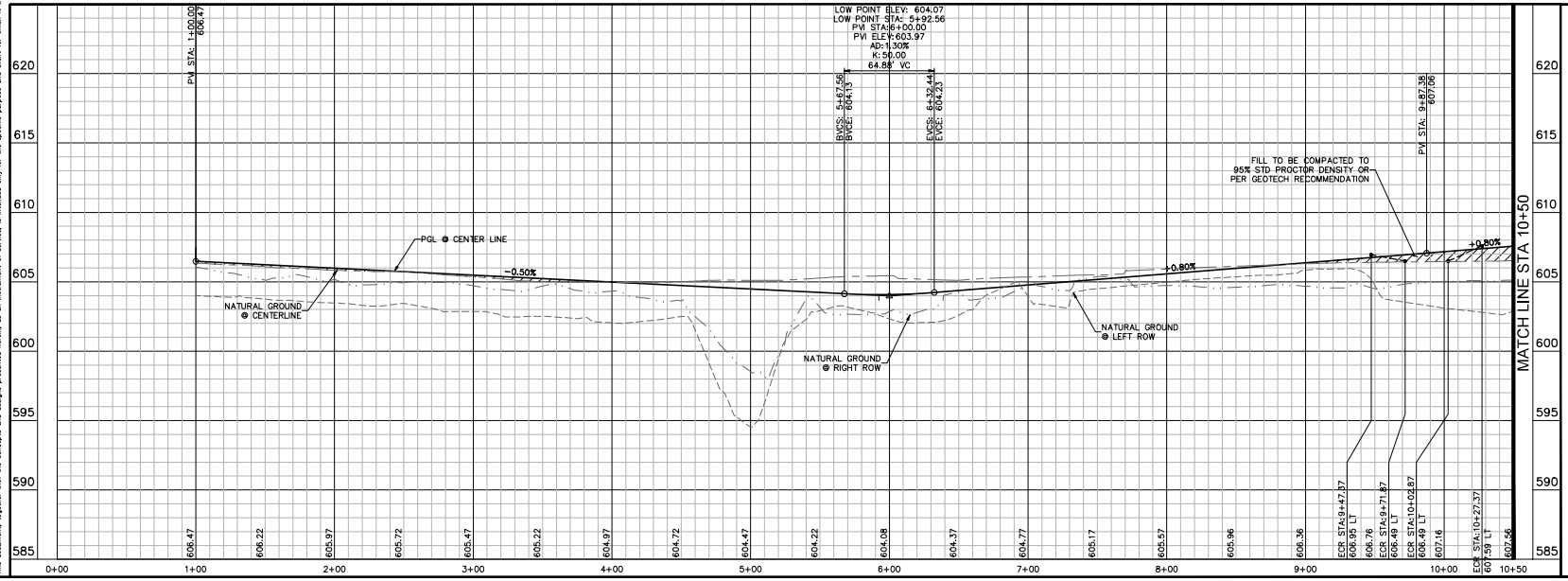
KHA PROJECT NO. 069295200

EASTON PARK SOUTH SEC. 6A - SECTION 6A

CIVIL CONSTRUCTION PLANS



SASSMAN ROAD



PROFILE SCALE
1" = 40' HORIZONTAL
1" = 4' VERTICAL

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BENCHMARKS

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM SURFACE, TO CONCERT FROM SURFACE TO GRID APPLY A SCALE FACTOR OF: 0.999969594 - CENTRAL ZONE (FIPS 4203) (NAD83), THE VERTICAL DATUM IS NAVD 88, USING GEOID 18, BASED ON GPS OBSERVATIONS.

BM #1002 - MAG NAIL WITH WASHER FOUND IN THE EAST SIDE OF THE SASSMAN ROAD, ±108' FROM THE END OF A CURVE TO THE RIGHT OF SASSMAN ROAD, ±763.8' FROM THE BEGINNING OF A CURVE TO THE LEFT OF SASSMAN ROAD
ELEV.=613.49'

BM #1007 - MAG NAIL WITH WASHER FOUND IN ASPHALT AT THE NORTHWEST INTERSECTION OF THAXTON ROAD AND EAST SLAUGHTER LANE ±134' NORTHWEST OF A WATER MANHOLE LOCATED IN THE EAST SIDE OF THAXTON ROAD, ±1156.3' NORTH OF THE INTERSECTION OF THAXTON ROAD AND SASSMAN ROAD.
ELEV.=569.40'

BM #1008 - MAG NAIL WITH WASHER FOUND IN ASPHALT AT THE WEST END OF A CULDESAC OF GREZONTE STREET IN THE EASTON PARK SECTION 2 SUBDIVISION, ±6.2' FROM THE BACK CURB, ±316.2' WEST OF THE INTERSECTION OF GREZONTE STREET AND BESTRIDE STREET.
ELEV.=595.56'

C8J-2023-0230.1B

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JOSHUA W. MIKSCH
122089
LICENSED PROFESSIONAL ENGINEER

No.	REVISIONS	DATE	BY

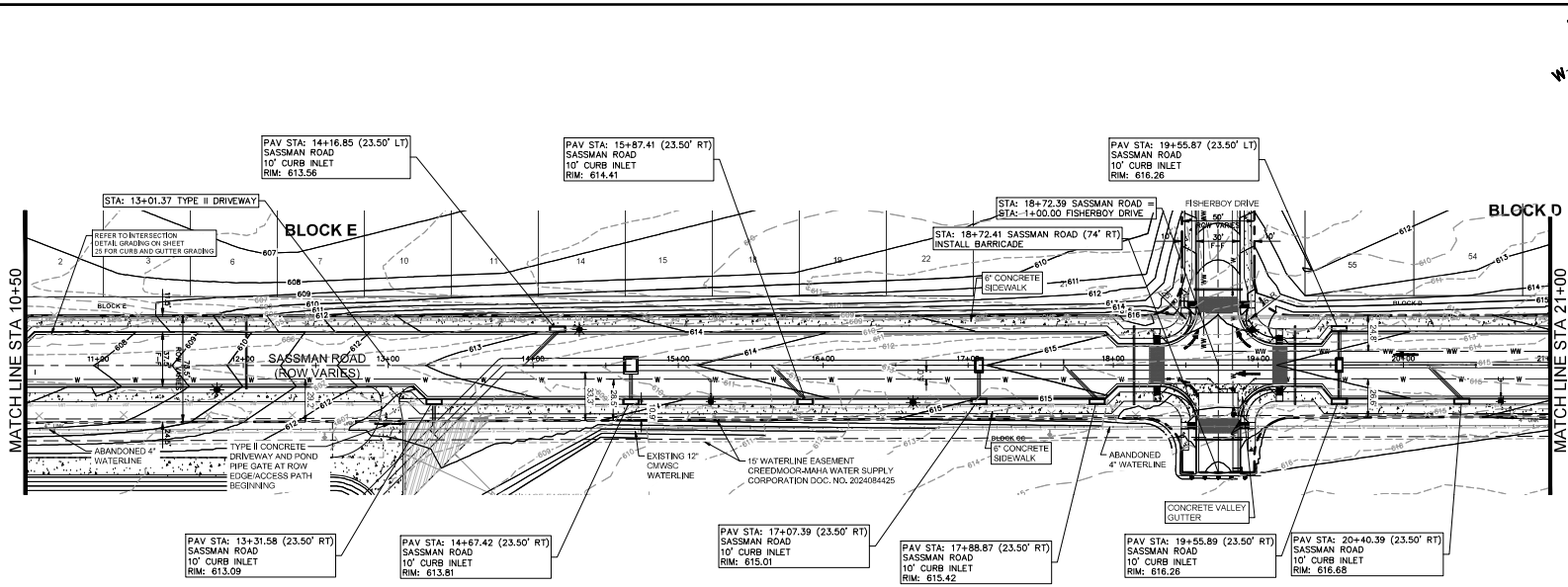
KHA PROJECT 069295200
DATE OCTOBER 2025
SCALE: AS SHOWN
DESIGNED BY: JMA
DRAWN BY: EER
CHECKED BY: JWM

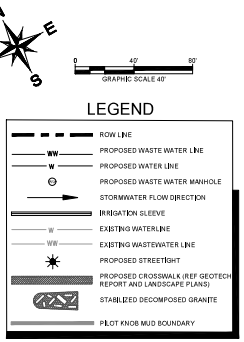
PAVING PLAN & PROFILE -SASSMAN ROAD (SHEET 1 OF 5)

EASTON PARK SOUTH
SECTION 6A
CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

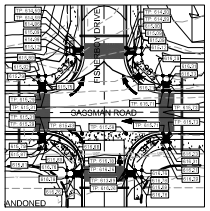
SHEET NUMBER
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Plotted By:Lombardi, thomas Date:October 24, 2025 10:42:01am File Path:K:\AUS_Civil\069295200 - Easton Park South - Section 6\Section 6A\Civil\PlanSheets\C-Paving P&P - Sassman.dwg
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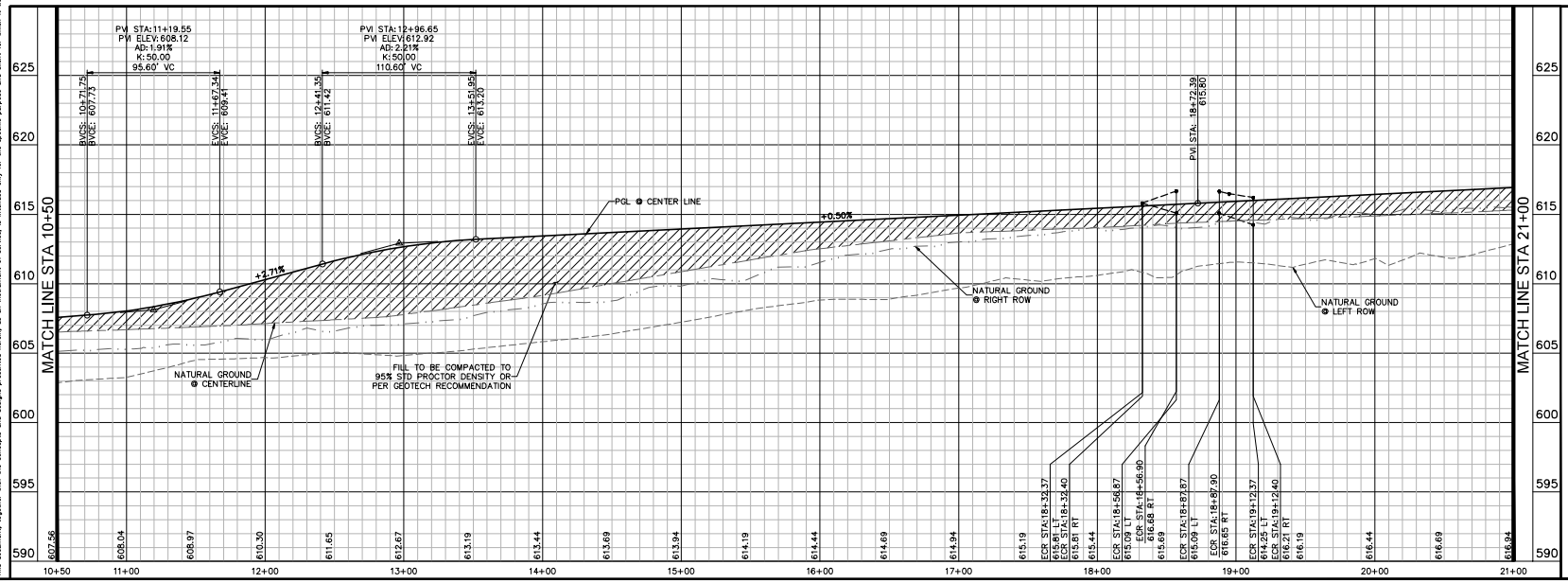
NOTES:
1. REFER TO SIGNAGE AND STRIPING PLANS SHEETS 116 - 117 FOR SIGNAGE AND STRIPING
2. WHERE CURB INLETS ABUT SIDEWALKS DOWEL BARS SHALL BE INSTALLED TO TIE THE ADJACENT SIDEWALKS TO THE CURB INLETS
3. OFFSET DIMENSIONS FROM ROADWAY CENTERLINE ARE TO BACK OF CURB FOR CURB INLETS.
4. REFER TO WATER PLANS (SHEETS 82 TO 89) FOR IRRIGATION, LIGHTING, AND GAS SLEEVING INFORMATION



SASSMAN ROAD - FISHERBOY DRIVE INTERSECTION DETAIL
1:40 SCALE

PAVING NOTES
SEE PAVING DETAILS SHEET 122 FOR TYPICAL PAVING SECTION

SASSMAN ROAD



PROFILE SCALE
1" = 40' HORIZONTAL
1" = 4' VERTICAL

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BENCHMARKS

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BM #10302 - MAG NAIL WITH WASHER FOUND IN THE EAST SIDE OF THE SASSMAN ROAD, ±100' FROM THE END OF A CURVE TO THE RIGHT OF SASSMAN ROAD, ±763.8' FROM THE BEGINNING OF A CURVE TO THE LEFT OF SASSMAN ROAD
ELEV.=613.49'

BM #10307 - MAG NAIL WITH WASHER FOUND IN ASPHALT AT THE NORTHWEST INTERSECTION OF THAXTON ROAD AND EAST SLAUGHTER LANE ±134' NORTHWEST OF A WATER MANHOLE LOCATED IN THE EAST SIDE OF THAXTON ROAD, ±1156.3' NORTH OF THE INTERSECTION OF THAXTON ROAD AND SASSMAN ROAD.
ELEV.=599.40'

BM #10308 - MAG NAIL WITH WASHER FOUND IN ASPHALT AT THE WEST END OF A CULDESAC OF GREZONTE STREET IN THE EASTON PARK SECTION 2 SUBDIVISION, ±6.2' FROM THE BACK CURB, ±318.2' WEST OF THE INTERSECTION OF GREZONTE STREET AND BESTRIDE STREET.
ELEV.=595.56'

C8J-2023-0230.1B

No.	REVISIONS	DATE	BY

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STATE OF TEXAS
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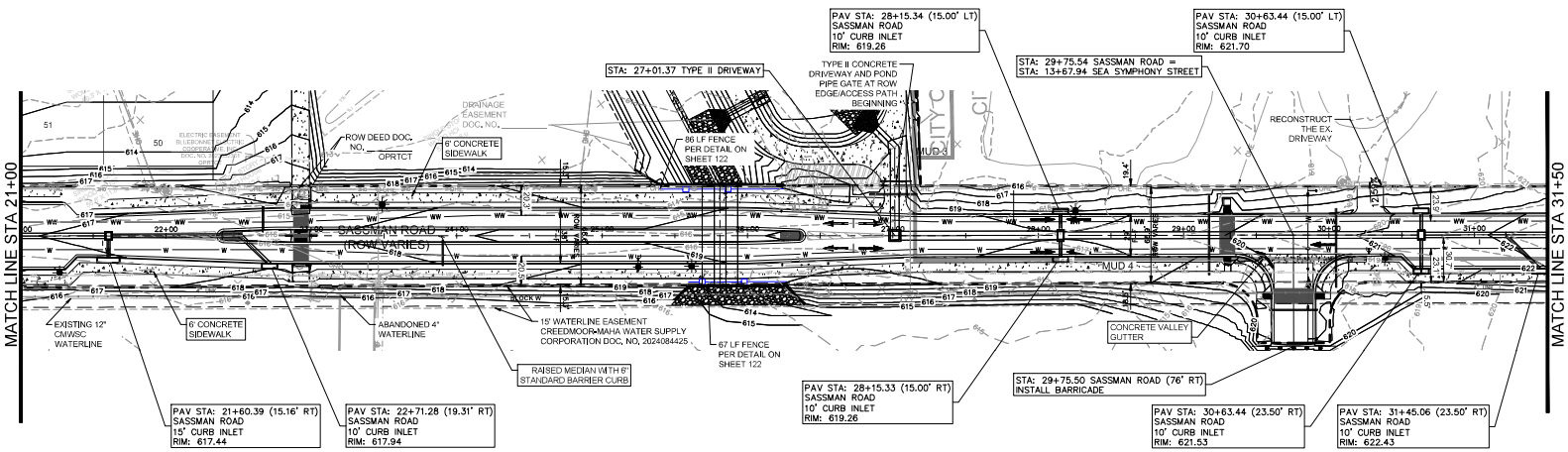
KHA PROJECT 069295200
DATE: OCTOBER 2025
SCALE: AS SHOWN
DESIGNED BY: JMA
DRAWN BY: EER
CHECKED BY: JWM

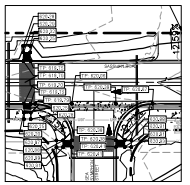
PAVING PLAN & PROFILE -SASSMAN ROAD (SHEET 2 OF 5)

EASTON PARK SOUTH
SECTION 6A
CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

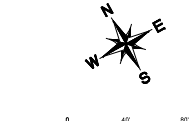
SHEET NUMBER
26

Plotted By: Lombardi, Thomas Date: October 24, 2025 10:43:14am File Path: K:\AUS_Civil\069295200 - Easton Park South - Section 6A\Civil\PlanSheets\C-Paving P&P - Sassman.dwg
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SASSMAN ROAD - SEA SYMPHONY STREET
INTERSECTION DETAIL
1:40 SCALE



GRAPHIC SCALE 40'

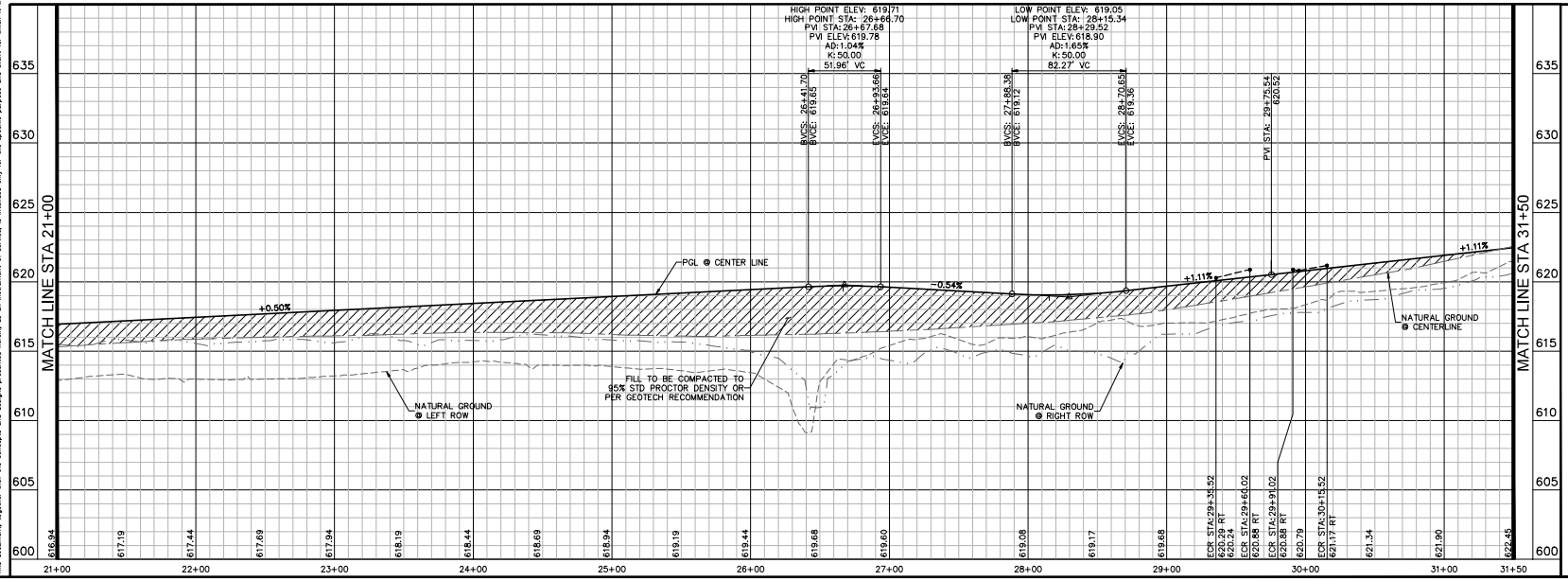
LEGEND

- ROW LINE
- PROPOSED WASTE WATER LINE
- PROPOSED WATER LINE
- PROPOSED WASTE WATER MANHOLE
- STORMWATER FLOW DIRECTION
- IRRIGATION SLEEVE
- EXISTING WATERLINE
- EXISTING WASTEWATER LINE
- PROPOSED STREETLIGHT
- PROPOSED CROSSWALK (REF GEOTECH REPORT AND LANDSCAPE PLANS)
- STABILIZED DECOMPOSED GRANITE
- PLOT KNOB MUD BOUNDARY

NOTES:
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PAVING NOTES
SEE PAVING DETAILS SHEET 122
FOR TYPICAL PAVING SECTION

SASSMAN ROAD



PROFILE SCALE
1" = 40' HORIZONTAL
1" = 4' VERTICAL

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BENCHMARKS

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ELEV.=613.49'

BM #10007 - MAG NAIL WITH WASHER FOUND IN ASPHALT AT THE NORTHWEST INTERSECTION OF THAXTON ROAD AND EAST SLAUGHTER LANE ±134' NORTHWEST OF A WATER MANHOLE LOCATED IN THE EAST SIDE OF THAXTON ROAD, ±1156.3' NORTH OF THE INTERSECTION OF THAXTON ROAD AND SASSMAN ROAD.
ELEV.=668.40'

BM #10008 - MAG NAIL WITH WASHER FOUND IN ASPHALT AT THE WEST END OF A CULDESAC OF GREZONTE STREET IN THE EASTON PARK SECTION 2 SUBDIVISION, ±6.2' FROM THE BACK CURB, ±316.7' WEST OF THE INTERSECTION OF GREZONTE STREET AND BESTRIDE STREET.
ELEV.=695.56'

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STATE OF TEXAS
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122089
LICENSED
PROFESSIONAL ENGINEER
12/2/2025

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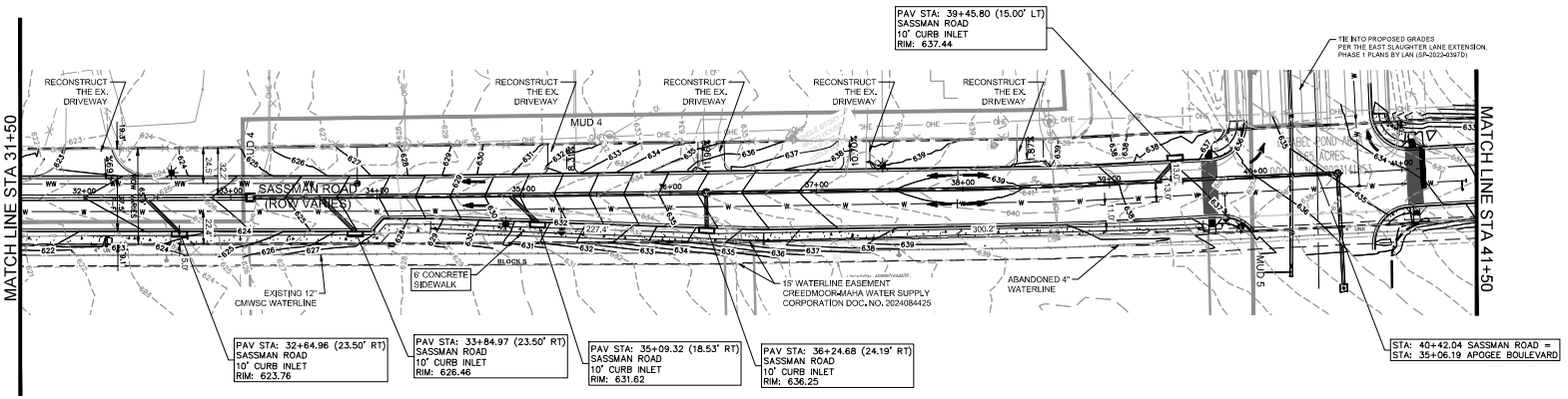
KHA PROJECT 069295200
DATE OCTOBER 2025
SCALE: AS SHOWN
DESIGNED BY: JMA
DRAWN BY: EER
CHECKED BY: JWM

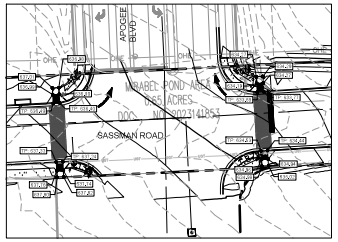
EASTON PARK SOUTH
SECTION 6A
CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

PAVING PLAN & PROFILE
-SASSMAN ROAD
(SHEET 3 OF 5)

SHEET NUMBER
27

Plotted By:Lombardi, thomas Date:October 24, 2025 10:45:51am File Path:K:\AUS_Civil\069295200 - Easton Park South - Section 6\Section 6A\Civil\PlanSheets\C-Paving P&P - Sassman.dwg
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SASSMAN ROAD - APOGEE BOULEVARD INTERSECTION DETAIL
1:40 SCALE

GRAPHIC SCALE 40'

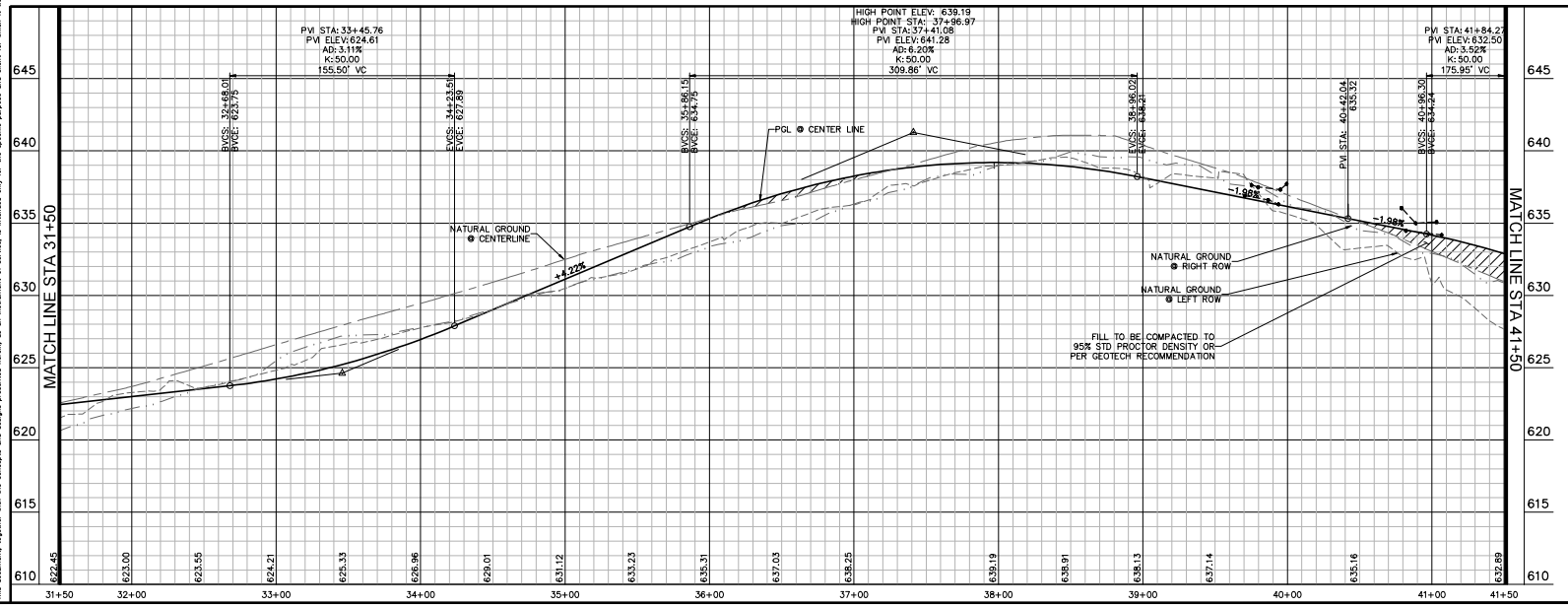
LEGEND

- ROW LINE
- PROPOSED WASTE WATER LINE
- PROPOSED WATER LINE
- PROPOSED WASTE WATER MANHOLE
- STORMWATER FLOW DIRECTION
- IRRIGATION SLEEVE
- EXISTING WATERLINE
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- PROPOSED STREETLIGHT
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- PLOT KNOB MUD BOUNDARY

NOTES:
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PAVING NOTES
SEE PAVING DETAILS SHEET 122
FOR TYPICAL PAVING SECTION

SASSMAN ROAD



PROFILE SCALE
1" = 40' HORIZONTAL
1" = 4' VERTICAL

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SCALE: AS SHOWN
DESIGNED BY: JMA
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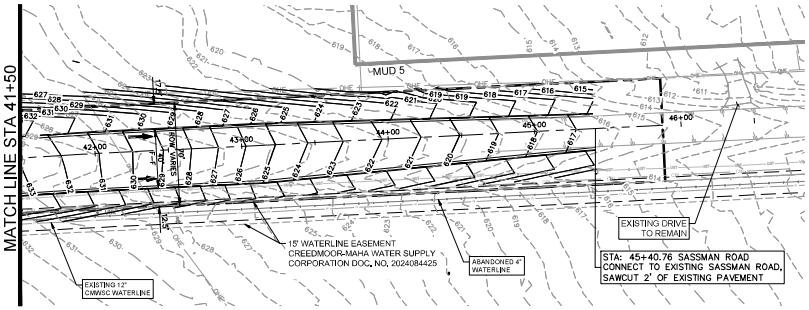
PAVING PLAN & PROFILE -SASSMAN ROAD (SHEET 4 OF 5)

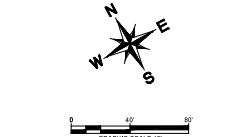
EASTON PARK SOUTH SECTION 6A

CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

SHEET NUMBER
28

Plotted By: Lombardi, Thomas Date: October 24, 2025 10:48:41am File Path: K:\AUS_Civil\069295200 - Easton Park South - Section 6\Section 6A\Civil\PlanSheets\C-Paving P&P - Sassman.dwg
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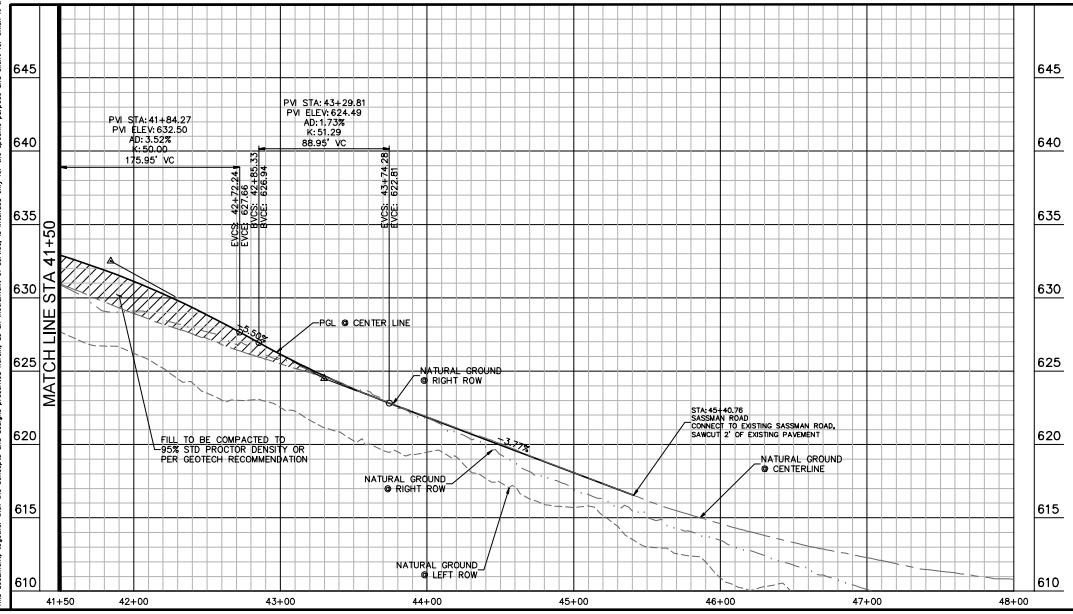
LEGEND

- ROW LINE
- WW — PROPOSED WASTE WATER LINE
- W — PROPOSED WATER LINE
- PROPOSED WASTE WATER MANHOLE
- STORMWATER FLOW DIRECTION
- IRRIGATION SLEEVE
- EXISTING WATERLINE
- EXISTING WASTEWATER LINE
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- PROPOSED CROSSWALK (REF GEOTECH REPORT AND LANDSCAPE PLANS)
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PROFESSIONAL ENGINEER

No.	REVISIONS	DATE	BY

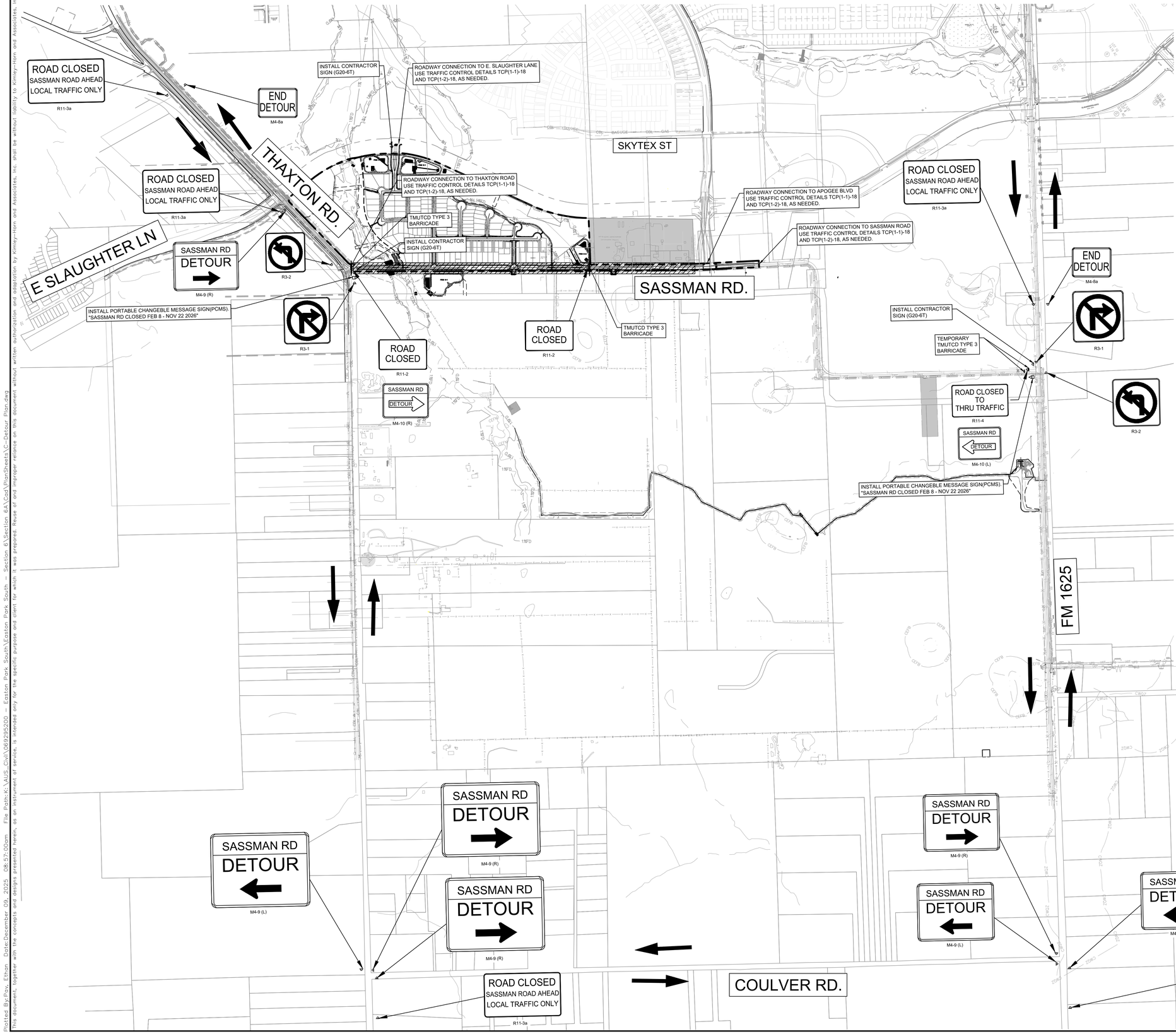
KHA PROJECT 069295200
DATE OCTOBER 2025
SCALE: AS SHOWN
DESIGNED BY: JMA
DRAWN BY: KER
CHECKED BY: JWM

EASTON PARK SOUTH
SECTION 6A
CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

PAVING PLAN & PROFILE
-SASSMAN ROAD
(SHEET 5 OF 5)

SHEET NUMBER
29

Plotted By: Lombardi, Thomas Date: October 24, 2025 10:50:54am File Path: K:\AUS_Civil\069295200 - Easton Park South - Section 6\Section 6A\Civil\PlanSheets\JC-Paving P&P - Sassman.dwg
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S

0 500' 1000'
GRAPHIC SCALE 500'

LEGEND

- SECTION 6A BOUNDARY
- WORK ZONE
- TRAFFIC CONTROL SIGN
- TYPE III BARRICADE
- PORTABLE CHANGEABLE MESSAGE SIGN
- DIRECTION OF TRAVEL
- PROPERTIES NOT OWNED BY CARMA EASTON LLC

NOTE:

1) ALL CHANGES TO THE TRAFFIC CONTROL PLAN MUST BE APPROVED AND DOCUMENTED BY THE SEALING ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY PROPOSED CHANGES TO THE TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL.

2) THE CONTRACTOR SHALL SUBMIT THE DETOUR PLAN TO MYGOVERNMENTONLINE.ORG FOR FINAL REVIEW A MINIMUM OF 60 DAYS PRIOR TO THE SCHEDULED DETOUR START DATE. THE CONTRACTOR SHALL NOTIFY MANNAR TAMIRISA (MANNAR.TAMIRISA@TRAVISCOUNTYTX.GOV, 512-854-8757) AND DAVID FENTON (DAVID.FENTON@TRAVISCOUNTYTX.GOV) WHEN THE DETOUR PLAN IS SUBMITTED.

3) FOR ALL SIGN DETAILS, PLEASE REFER TO THE TEXAS MUTCD.

4) ROAD CLOSED TRAFFIC CONTROL PLAN SHOULD REMAIN IN PLACE UNTIL ROADS ARE APPROVED TO BE OPEN FOR PUBLIC TRAVEL.

5) THE EXISTING DRIVEWAYS ALONG THE PROPOSED SASSMAN ROAD CLOSURE WILL CONTINUE TO HAVE ACCESS DURING CONSTRUCTION. SHORTLY AFTER THE CONTRACTOR FOR THE PROJECT GETS SELECTED, A MEETING WILL BE HELD WITH THE PROPERTY OWNERS THAT HAVE AFFECTED DRIVEWAYS. THE CONTRACTOR WILL NOTIFY PROPERTY OWNERS OF CLOSURE AND DESIGNATE ROUTE FOR ACCESS, PRIOR TO CLOSURE. THE CONTRACTOR AND DEVELOPER WILL BOTH DESIGNATE A POINT OF CONTACT FOR LOCAL RESIDENTS TO REACH OUT TO DURING CONSTRUCTION. THERE WILL BE AN ON-SITE CONTACT TO HELP WITH DRIVEWAY ACCESS, WHENEVER NEEDED.

6) REFER TO THE TMUTCD TYPICAL APPLICATION 20 DETAIL AND FIGURE 6H-20 ON SHEET 127 FOR DETOUR ON A CLOSED STREET.

7) THERE IS ONLY ONE BUSINESS LOCATED ON SASSMAN ROAD. THE DEVELOPER HAS MET WITH BUSINESS OWNER IN THE PAST AND DISCUSSED UPCOMING CONSTRUCTION ACTIVITIES AND WILL MEET WITH THEM AGAIN ONCE THE PROJECT CONTRACTOR IS SELECTED, CONTRACTS ARE SIGNED, AND AN APPROVED DETOUR PLAN AND DEVELOPMENT PERMIT ARE AVAILABLE TO REVIEW WITH THE BUSINESS OWNER IN DETAIL. THE PROPOSED DETOUR PLAN ACCOMMODATES ACCESS FOR THE BUSINESS BY INSTALLING THE TYPE 3 BARRICADES AT THE SASSMAN/1625 INTERSECTION IN A CONFIGURATION THAT ALLOWS LOCAL TRAFFIC TO PASS AND ACCESS THEIR PROPERTY. IN ADDITION, THE PROJECT CONTRACTOR AND THE DEVELOPER'S CONSTRUCTION MANAGER WILL IDENTIFY A CONTACT PERSON FROM THE CONSTRUCTION COMPANY AND DEVELOPER COMPANY TO ASSIST IN ACCESS AND COORDINATE WITH PROPERTY OWNERS AS NECESSARY.

8) CONTRACTOR TO COORDINATE WITH TXDOT PRIOR TO INSTALLATION OF CONTROLS AND SIGNAGE ALONG TXDOT ROADWAYS.

No.	REVISIONS	DATE	BY

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STATE OF TEXAS
JOSHUA W. MIKSCH
122089
LICENSED
PROFESSIONAL ENGINEER
12/9/2025

KHA PROJECT 069295200
DATE DECEMBER 2025
SCALE: AS SHOWN
DESIGNED BY: JMA
DRAWN BY: EER
CHECKED BY: JWM

DETOUR PLAN

EASTON PARK SOUTH SECTION 6A

CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

SHEET NUMBER
118

Plotted By: Fox, Ethan Date: December 09, 2025 08:57:00am File Path: K:\AUS_Civil\069295200 - Easton Park South\Easton Park South - Section 6A\Section 6A\Civil\PlanSheets\C-Detour Plan.dwg
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NOTES:

1. TRAFFIC CONTROL MUST COMPLY WITH TEXAS MUTCD AND CITY OF AUSTIN STANDARDS
2. THIS DETOUR IS FOR THE RECONSTRUCTION OF SASSMAN RD, AND CLOSURE BETWEEN THAXTON RD AND APOGEE BLVD.
3. THIS PHASE WILL BE IN PLACE CONCURRENT WITH ADDITIONAL TRAFFIC CONTROL PHASES REQUIRED TO MAINTAIN ACCESS TO EXISTING SINGLE FAMILY PROPERTIES WITHIN THE WORK ZONE.
4. CONTRACTOR TO NOTIFY PROPERTY OWNERS OF CLOSURE AND DESIGNATE ROUTE FOR ACCESS, PRIOR TO CLOSURE.
5. UPON DEVELOPMENT OF AN APPROVED WORK PLAN AND SCHEDULE, CONTRACTOR SHALL NOTIFY TRAVIS PIO AT LEAST 10 BUSINESS DAYS IN ADVANCE OF PLANNED DETOUR.
6. CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE CORRECT DATE ON APPLICABLE DETOUR SIGNS, ONCE DETERMINED.
7. ENSURE THE PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) IS INSTALLED AND OPERATIONAL A MINIMUM OF 48 HOURS BEFORE THE DETOUR BEGINS.
8. ALL CHANGES TO THE TRAFFIC CONTROL PLAN MUST BE APPROVED AND DOCUMENTED BY THE SEALING ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY PROPOSED CHANGES TO THE TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL.

DETOURS, BARRICADES, WARNING SIGNS, SEQUENCE OF WORK, ETC.

1. MAINTAIN TRAFFIC THROUGHOUT THE PROJECT DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR MINIMAL INCONVENIENCE TO THE PUBLIC, AS SHOWN IN THE PLANS OR AS DIRECTED/APPROVED BY THE ENGINEER. ALL TRAFFIC HANDLING SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICED (TMUTCD).
2. ENSURE THE DETOUR PLAN IS SUBMITTED TO THE COURT AT LEAST 60 DAYS BEFORE THE SCHEDULED DETOUR START DATE BY THE CONTRACTOR.
3. COMPLETE TRAFFIC CONTROL PHASING IN THE SEQUENCE OF CONSTRUCTION AS SHOWN ON THE PLAN SET UNLESS DIRECTED OTHERWISE BY THE ENGINEER AND APPROVED BY THE CITY OR AS NOTED IN THESE PLANS.
4. THE CONTRACTOR MAY PROPOSE/RECOMMEND MODIFICATIONS TO THE SEQUENCE OF WORK FOR CONSIDERATION BY THE ENGINEER. ANY MAJOR RECOMMENDED MODIFICATION BY THE CONTRACTOR SHALL INCLUDE ANY CHANGES TO THE VARIOUS BID ITEMS, IMPACT TO TRAFFIC, EFFECT OF OVERALL PROJECT IN TIME AND COST, ETC. IF SHEETS TO BE SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS FOR INCLUSION WITH REVISED PHASE/SEQUENCE UNTIL WRITTEN APPROVAL IS OBTAINED FROM THE ENGINEER. IF AT ANY TIME PROVIDE FOR SAFE AND COMFORTABLE MOVEMENT, THE CONTRACTOR MUST IMMEDIATELY CHANGE THEIR OPERATION TO CORRECT THE UNSATISFACTORY CONDITION.
5. BEFORE THE COMMENCEMENT OF ANY PHASE, STAGE OR STEP OF CONSTRUCTION, INSTALL ADVANCE WARNING SIGNS, MODIFY EXISTING, PROPOSED SIGNS, INSTALL EROSION CONTROL MEASURES FOLLOWING THE REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PLANS, AND INSTALL TEMPORARY SIGNING, BARRICADES, AND WORK ZONE PAVEMENT MARKINGS AS SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER.
6. DURING VARIOUS PHASES OF WORK, COVER EXISTING AND/OR NEWLY ERECTED SIGNS THAT MAY BE IN CONFLICT WITH APPLICABLE TRAFFIC CONTROL DEVICES DURING THAT PHASE.
7. THE CONTRACTOR WILL NOTIFY THE ENGINEER IN WRITING OF IMPENDING/UPCOMING LANE CLOSURES FIVE WORKING DAYS IN ADVANCE OF LANE CLOSURES OR AS NOTED IN THE PLANS.
8. PROVIDE PORTABLE CHANGEABLE MESSAGE SIGNS AS SPECIFIED IN THIS PLAN FOR USE THROUGHOUT CONSTRUCTION.
9. CONTRACTOR SHALL COORDINATE ROAD RESTRICTIONS REQUIRING A DETOUR WITH TNR ROAD AND BRIDGE MAINTENANCE SERVICES, "(TNR.ROADS@TRAVISCOUNTYTX.GOV")".

SAFETY

1. PROVIDE, CONSTRUCT AND MAINTAIN BARRICADES, AND SIGNS IN ACCORDANCE WITH STATE STANDARDS BC (1-12)-14. ANY SIGNS REQUIRED THAT ARE NOT DETAILED IN THE STANDARDS SHEETS SHALL BE IN CONFORMANCE WITH THE "TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AND THE "STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS."
2. BARRICADES AND WARNING SIGNS SHALL BE PLACED AS INDICATED ON THE PLANS. THIS SHALL BE CONSIDERED THE MINIMUM REQUIRED TO PROVIDE FOR THE SAFETY OF TRAFFIC DURING CONSTRUCTION. PROVIDE AND MAINTAIN OTHER SUCH BARRICADES AND SIGNS DEEMED NECESSARY BY THE ENGINEER OR AS REQUIRED BY FIELD CONDITIONS, TO PROVIDE FOR THE PASSAGE OF TRAFFIC IN SAFETY AT ALL TIMES.
3. DO NOT STORE ANY CONSTRUCTION MATERIAL OR EQUIPMENT AT ANY LOCATION THAT WILL CONSTITUTE A HAZARD AND WILL ENDANGER TRAFFIC
4. KEEP THE ROADWAY CLEAN AND FREE OF DIRT OR OTHER MATERIALS DURING HAULING OPERATIONS. CEASE ALL CONSTRUCTION OPERATIONS AND CLEAN THE ROADWAY, IF DIRECTED BY THE INSPECTING ENGINEER. DO NOT RECOMMENCE WORK WITHOUT PRIOR APPROVAL FROM THE ENGINEER.
5. THE USE OF RUBBER-TIRED EQUIPMENT WILL BE REQUIRED FOR MOVING DIRT OR OTHER MATERIALS ALONG OR ACROSS PAVEMENT SURFACES. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION IN PUBLIC HIGHWAYS, ON OR ACROSS PAVEMENT, THEY SHALL PROTECT THE PAVEMENT FROM DAMAGE AS DIRECTED/APPROVED BY THE ENGINEER. THROUGHOUT THE CONSTRUCTION OPERATIONS, THE CONTRACTOR WILL BE REQUIRED TO CONDUCT THEIR HAULING OPERATIONS IN A MANNER SUCH THAT VEHICLES WILL NOT HAUL OVER PREVIOUSLY RE-COMPACTED SUBGRADE OR COMPACTED BASE MATERIAL, EXCPET IN SHORT SECTIONS FOR DUMPING MANIPULATIONS.

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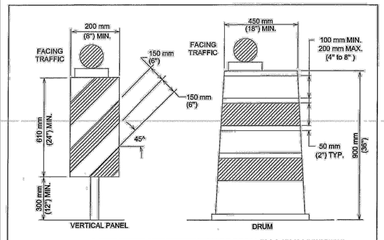
KHA PROJECT 069295200
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DETOUR PLAN NOTES

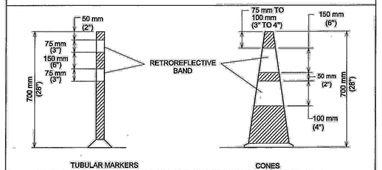
EASTON PARK SOUTH
SECTION 6A
CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

SHEET NUMBER
119

Plotted By:Roy, Ethan Date:December 09, 2025 08:57:03am File Path:K:\AUS_Civil\069295200 - Easton Park South\Easton Park South - Section 6\Section 6A\Cad\PlanSheets\C-Detour Plan.dwg
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LONG TERM AND INTERMEDIATE TERM STATIONARY WORK



SHORT TERM AND SHORT DURATION WORK

SEE STANDARD 804S-5
SHEET 12 OF 13 AND SHEET 13 OF 13
FOR GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	CHANNELIZING DEVICES	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 1 OF 13

CHANNELIZING DEVICES

1. ALL CHANNELIZING DEVICES SHALL HAVE WARNING LIGHTS OR LARGE REFLECTORS WHEN USED AT NIGHT. FLASHING WARNING LIGHTS MAY BE PLACED ON CHANNELIZING DEVICES USED SINGULARLY OR IN GROUPS TO MARK A SPOT CONDITION. WARNING LIGHTS ON CHANNELIZING DEVICES USED IN A SERIES SHALL BE STEADY-BURN. CHANNELIZING DEVICES IN TAPERS AT NIGHT SHALL HAVE TYPE C WARNING LIGHTS.
2. THE RETROREFLECTIVE MATERIAL USED ON CHANNELIZING DEVICES SHALL HAVE A SMOOTH, SEALED OUTER SURFACE.
3. THE NAME AND TELEPHONE NUMBER OF THE AGENCY, CONTRACTOR OR SUPPLIER SHALL BE SHOWN ON THE NON-RETROREFLECTIVE SURFACE OF ALL CHANNELIZING DEVICES. THE LETTERS AND NUMBERS SHALL BE A NON-RETROREFLECTIVE COLOR AND NOT OVER 50 mm (2") IN HEIGHT.
4. PARTICULAR ATTENTION SHOULD BE GIVEN TO ASSURE THAT CHANNELIZING DEVICES ARE MAINTAINED AND KEPT CLEAN, VISIBLE AND PROPERLY POSITIONED AT ALL TIMES. DEVICES SHALL BE REPLACED THAT ARE DAMAGED AND HAVE LOST A SIGNIFICANT AMOUNT OF THEIR RETROREFLECTIVITY AND EFFECTIVENESS.

CONES

CONES SHALL PREDOMINANTLY BE ORANGE, FLUORESCENT RED-ORANGE, OR FLUORESCENT YELLOW-ORANGE IN COLOR, NOT LESS THAN 70 mm (28") IN HEIGHT, AND SHALL BE MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES ON IMPACT. FOR NIGHT TIME USE, CONES SHALL BE RETROREFLECTIVE OR EQUIPPED WITH LIGHTING DEVICES FOR MAXIMUM VISIBILITY. RETROREFLECTION OF CONES SHALL BE PROVIDED BY A WHITE BOND 100 mm (8") WIDE, NO MORE THAN 75 TO 150 mm (3 TO 4") FROM THE TOP OF THE CONE, AND AN ADDITIONAL 100 mm (4") WHITE BAND A MINIMUM OF 50 mm (2") BELOW THE 150 mm (6") BAND. TRAFFIC CONES ARE NORMALLY USED FOR SHORT-TERM STATIONARY AND SHORT DURATION WORK. HOWEVER, CONES MAY BE USED FOR INTERMEDIATE-TERM STATIONARY WORK AT NIGHT, IF THE SITE IS CONTINUOUSLY MANNED.

TUBULAR MARKERS

TUBULAR MARKERS SHALL PREDOMINANTLY BE ORANGE IN COLOR, NOT LESS THAN 700 mm (28") IN HEIGHT. A MINIMUM 50 mm (2") WIDE WHITE FACING TRAFFIC AND MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES. FOR NIGHT TIME USE, TUBULAR MARKERS SHALL BE RETROREFLECTIVE PROVIDED BY TWO (2) 75 mm (3") WIDE WHITE BANDS PLACED A MAXIMUM OF 50 mm (2") FROM THE TOP, WITH A MAXIMUM OF 150 mm (6") BETWEEN BANDS. TUBULAR MARKERS ARE NORMALLY USED FOR SHORT-TERM STATIONARY AND SHORT DURATION WORK, HOWEVER, TUBULAR MARKERS MAY BE USED FOR INTERMEDIATE-TERM STATIONARY WORK AT NIGHT, IF THE SITE IS CONTINUOUSLY MANNED.

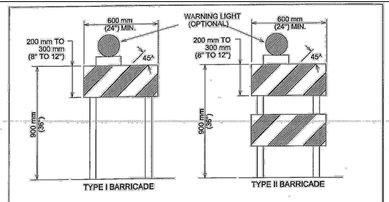
VERTICAL PANELS

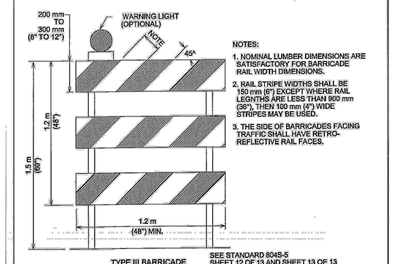
VERTICAL PANELS SHALL BE 200 TO 300 mm (8 TO 12") WIDE AND AT LEAST 600 mm (24") IN HEIGHT. THEY SHALL HAVE ORANGE AND WHITE STRIPES, AND BE RETROREFLECTIVE. PANEL STRIPE WIDTHS SHALL BE 150 mm (6") EXCEPT WHERE PANEL HEIGHTS ARE LESS THAN 900 mm (36"), WHEN 100 mm (4") STRIPES MAY BE USED. IF USED FOR TWO-WAY TRAFFIC, BACK-TO-BACK PANELS SHALL BE USED.

DRUMS

1. DRUMS USED FOR TRAFFIC WARNING OR CHANNELIZATION SHALL BE CONSTRUCTED OF LIGHT-WEIGHT FLEXIBLE AND DEFORMABLE MATERIALS AND BE A MINIMUM OF 900 mm (36") IN HEIGHT, AND HAVE AT LEAST 450 mm (18") MINIMUM WIDTH, REGARDLESS OF ORIENTATION. HEIGHT, AND HAVE AT LEAST 450 mm (18") MINIMUM WIDTH, REGARDLESS OF ORIENTATION. STEEL DRUMS SHALL NOT BE USED. THE MARKINGS ON DRUMS SHALL BE HORIZONTAL, CIRCUMFERENTIAL, ALTERNATING ORANGE AND WHITE RETROREFLECTIVE STRIPES 100 TO 200 mm (4 TO 8") WIDE. EACH DRUM SHALL HAVE A MINIMUM OF TWO (2) ORANGE AND TWO (2) WHITE STRIPES. ANY NON-RETROREFLECTIVE SPACES BETWEEN THE HORIZONTAL ORANGE AND WHITE STRIPES SHALL NOT EXCEED 50 mm (2") WIDE. DRUMS SHALL HAVE CLOSED TOPS THAT WILL NOT ALLOW COLLECTION OF ROADWORK OR OTHER DEBRIS.
2. DRUMS SHOULD NOT BE WEIGHTED WITH SAND, WATER OR ANY MATERIAL TO AN EXTENT THAT WOULD MAKE THE HAZARDOUS TO MOTORISTS, PEDESTRIANS OR WORKERS. WHEN THEY ARE USED IN REGIONS SUSCEPTIBLE TO FREEZING, THEY SHOULD HAVE DRAINAGE HOLES IN THE BOTTOM SO WATER WILL NOT ACCUMULATE AND FREEZE,CAUSING A HAZARD IF STRUCK BY A MOTORIST. BALLAST SHALL NOT BE PLACED ON TOP OF THE DRUM.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	CHANNELIZING DEVICES	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 2 OF 13





NOTES:
1. NOMINAL LUMBER DIMENSIONS ARE SATISFACTORY FOR BARRICADE RAIL WIDTH DIMENSIONS.
2. RAIL STRIPE WIDTHS SHALL BE 150 mm (6") EXCEPT WHERE RAIL LEGNTHS ARE LESS THAN 900 mm (36"), THEN 100 mm (4") WIDE STRIPES MAY BE USED.
3. THE SIDE OF BARRICADES FACING TRAFFIC SHALL HAVE RETRO-REFLECTIVE RAIL FACES.

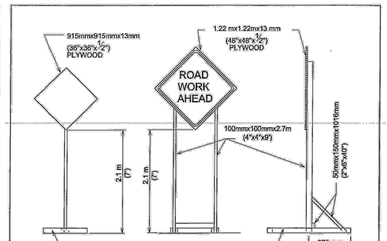
SEE STANDARD 804S-5
SHEET 12 OF 13 AND SHEET 13 OF 13
FOR GENERAL NOTES AND DEVICE SPACING.

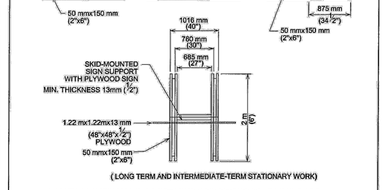
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	BARRICADES	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 3 OF 13

BARRICADES

1. BARRICADES SHALL BE OF THREE TYPES: TYPE I, TYPE II OR TYPE III.
2. STRIPES ON BARRICADE RAILS SHALL BE ALTERNATING ORANGE AND WHITE RETRO-REFLECTIVE STRIPES SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS). THE STRIPES SHALL BE 150 mm (6") WIDE, EXCEPT WHERE RAIL LENGTHS ARE LESS THAN 900 mm (36"), WHEN 100 mm (4") WIDE STRIPES MAY BE USED.
3. WHERE A BARRICADE EXTENDS ENTIRELY ACROSS A ROADWAY, THE SURFACE STRIPES SHOULD SLOPE DOWNWARD IN THE DIRECTION TOWARD WHICH TRAFFIC MUST TURN. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED, THE STRIPES MAY SLOPE DOWN-WARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE OR BARRICADES. WHERE NO TURNS ARE INTENDED, THE STRIPES SHOULD SLOPE DOWNWARD TOWARD THE CENTER OF THE BARRICADE OR BARRICADES.
4. BARRICADE RAILS SHOULD BE SUPPORTED IN A MANNER THAT WILL ALLOW THEM TO BE SEEN BY THE MOTORIST AND PROVIDE A STABLE SUPPORT NOT EASILY BLOWN OVER BY THE WIND OR TRAFFIC. FOR TYPE I BARRICADES, THE SUPPORT MAY INCLUDE OTHER UNSTRIPED HORIZONTAL PANELS NECESSARY TO PROVIDE STABILITY.
5. BARRICADES ARE LOCATED ADJACENT TO TRAFFIC AND ARE THEREFORE SUBJECT TO IMPACT WITH ERRANT VEHICLES. BECAUSE OF THEIR VULNERABLE POSITION AND THE HAZARD THEY COULD CREATE, THEY SHOULD BE CONSTRUCTED OF LIGHTWEIGHT MATERIALS AND HAVE NO RIGID STAY BRACING FOR A-FRAME DESIGNS. ALL BARRICADE SYSTEMS SHOULD BE CRASHWORTHY.
6. ON HIGH-SPEED EXPRESSWAYS OR IN OTHER SITUATION WHERE BARRICADES MAY BE SUSCEPTIBLE TO OVERTURING IN THE WIND, SANDBAGS SHOULD BE USED FOR BALLASTING. SANDBAGS MAY BE PLACED ON PARTS OF THE FRAME OR STAYS TO PROVIDE THE REQUIRED BALLAST BUT SHALL NOT BE PLACED ON TOP OF ANY STRIPED RAIL. BARRICADES SHALL NOT BE BALLASTED BY HEAVY OBJECTS SUCH AS ROCKS OR CHUNKS OF CONCRETE.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	BARRICADES	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 4 OF 13



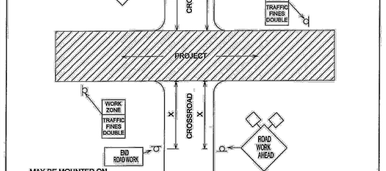


(LONG TERM AND INTERMEDIATE-TERM STATIONARY WORK)

TEMPORARY SIGN SUPPORT

SEE STANDARD 804S-5
SHEET 12 OF 13 AND SHEET 13 OF 13
FOR GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	TRAFFIC CONTROL SIGNS	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 5 OF 13



WOOD POST SIGN SUPPORT USED AS FIXED SIGN SUPPORTS



PORTABLE SIGN SUPPORT

SEE STANDARD 804S-5
SHEET 12 OF 13 AND
SHEET 13 OF 13 FOR
GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	TRAFFIC CONTROL SIGNS	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 6 OF 13

1. WARNING SIGNS SHALL BE ORANGE, FLUORESCENT RED-ORANGE OR FLUORESCENT YELLOW-ORANGE IN COLOR. THE FLUORESCENT VERSIONS OF ORANGE PROVIDE HIGHER CONSPICUITY THAN STANDARD ORANGE, ESPECIALLY DURING TWILIGHT. ALL SIGNS USED AT NIGHT SHALL BE EITHER RETRORE-FLECTIVE, WITH A MATERIAL THAT HAS A SMOOTH, SEALED OUTER SURFACE, OR ILLUMINATED TO SHOW SIMILAR SHAPE AND COLOR BOTH DAY AND NIGHT. SIGN ILLUMINATION MAY BE EITHER IN-TERNAL OR EXTERNAL. ROADWAY LIGHTING DOES NOT MEET THE REQUIREMENTS FOR SIGN ILLUMINATION.
2. TYPE A FLASHING WARNING LIGHTS MAY BE USED IN CONJUNCTION WITH SIGNS AT NIGHT. STANDARD ORANGE FLAGS MAY BE USED FOR DAY TIME OPERATIONS. HOWEVER, NEITHER LIGHTS NOR FLAGS MAY BLOCK THE SIGN LEGEND.
3. SIGNS SHOULD BE LOCATED ON THE RIGHT-HAND SIDE OF THE ROADWAY. WHEN SPECIAL EMPHASIS IS NEEDED, SIGNS MAY BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ROADWAY. SIGNS SHALL BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ONE-WAY OR DIVIDED ROADWAYS. SIGNS USED FOR LONG-TERM STATIONARY AND INTERMEDIATE-TERM STATIONARY WORK SHALL BE MOUNTED AT A HEIGHT OF AT LEAST 2.1 m (7'), MEASURED FROM THE BOTTOM OF THE SIGN. THE HEIGHT TO THE BOTTOM OF A SECONDARY SIGN MOUNTED BELOW ANOTHER SIGN MAY BE 0.9 m (1') LESS THAN THE APPROPRIATE HEIGHT ABOVE.
4. SIGNS MAY BE MOUNTED ON PORTABLE SUPPORTS FOR SHORT-TERM, SHORT DURATION, MOBILE CON-DITIONS AND EMERGENCIES. SIGNS MOUNTED ON PORTABLE SUPPORTS SHALL BE AT A HEIGHT OF AT LEAST 0.3 m (1'), MEASURED FROM THE BOTTOM OF THE SIGN.
5. ALL SIGN SYSTEMS SHOULD BE CRASHWORTHY. NO SIGN MOUNTS SHALL BLOCK OR IMPEDE SIDEWALKS UNLESS NO OTHER OPTION IS AVAILABLE. ONLY SANDBAGS SHOULD BE USED FOR BALLASTING SIGN MOUNTS.

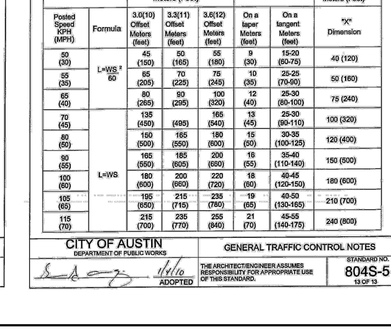
TABLE VI-3 TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Roadway Class/ Realtion	Posted Speed	Sign Spacing ★	Long-term Stationary Intermediate-term Stationary Approaching Warning Signs CW20 Series And CW21-3 Sign		Short-term Stationary Short Duration Approach Warning Signs CW22 Series		Other Warning Signs
			Standard	Minimum	Standard	Minimum	Standard
Curves,	KPH (MPH)	meter (feet)	mm (inches)	mm (inches)	mm (inches)	mm (inches)	mm (inches)
	50 (30)	40 (120)	1220x1220 (48x48)	915x915 (36x36)			915x915 (36x36)
	55 (35)	60 (180)			915x915 (36x36)		
	65 (40)	75 (240)					
	70 (45)	100 (320)		Use Standard Size		Use Standard Size	
	85 (50)	120 (400)					
	90 (55)	165 (500) ☆			1220x1220 (48x48)		1220x1220 (48x48)
	100 (60)	180 (600) ☆					
	105 (65)	210 (700) ☆					
	115 (70)	240 (800) ☆					
Exp. or Fwy	☆☆	☆☆☆	☆	☆	☆☆☆	☆☆☆	☆☆☆

★ MINIMUM DISTANCE FROM WORK TO 1st ADVANCE WARNING SIGN AND/OR DISTANCE BETWEEN EACH ADDITIONAL SIGN.
☆☆ FOR TYPICAL SIGN SPACINGS ON EXPRESSWAYS AND FREEWAYS, REFER TO THE CURRENT ADDITION OF TMUTCD.
☆☆☆ SMALLER SIGN SIZES MAY BE USED WHERE SIGN DESIGNS HAVE NOT BEEN INCLUDED IN THE "STANDARD HIGHWAY SIGNS DESIGN MANUAL".

1. SPECIAL OR LARGER SIZE SIGNS MAY BE USED AS NECESSARY.
2. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE 450 m (1500') OR MORE ADVANCE WARNING.
3. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE A 0.8 km (½ MILE) OR MORE ADVANCE WARNING.
4. FOR USE ONLY ON SECONDARY ROADS OR CITY STREETS WHERE SPEEDS ARE LOW.

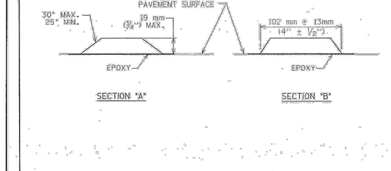
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	TRAFFIC CONTROL SIGNS	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 7 OF 13

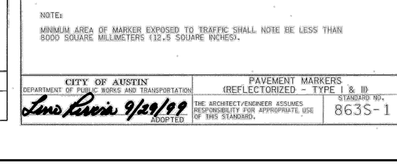


NOTES:
1. OTHER REQUIRED SIGNS NOT SHOWN FOR CLARITY.
2. "X" DISTANCES SAME AS STANDARD TABLE SHOWN ON SHEET 13 OF 13.

SEE STANDARD 804S-5
SHEET 12 OF 13 AND SHEET 13 OF 13
FOR GENERAL NOTES AND DEVICE SPACING.

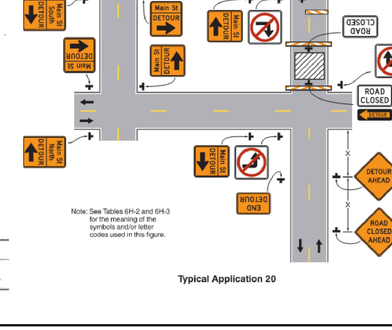
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	TYPICAL CMTA/C.I.P. SIGN LOCATIONS	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 8 OF 13





SEE STANDARD DETAIL 804S-5
SHEET 5 OF 13 FOR SKID-
MOUNTED SIGN SUPPORT.

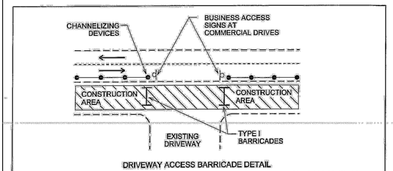
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	SPECIAL WORK ZONE SIGNS	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 9 OF 13



Ⓐ 50 mm (2") WHITE RETROREFLECTIVE BORDER
Ⓑ BLUE RETROFLEFLECTIVE BACKGROUND
Ⓒ WHITE RETROREFLECTIVE ARROW AND LETTERS
Ⓓ WHITE RETROREFELCTIVE BUSINESS LOGO

NOTES:
1. CONTRACTORS CAN MAKE BUSINESS NAMES REMOVABLE/CHANGEABLE AS AN OPTION.
2. BUSINESS LOGO ARE OPTIONAL. IF USED LETTERING MUST BE MINIMIZED.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	SPECIAL WORK ZONE SIGNS	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 10 OF 13



DRIVEWAY ACCESS BARRICADE DETAIL

MAY BE MOUNTED ON BACK OF TMUTCD OW20-1 SIGN WITH APPROVAL OF ENGINEER OR DESIGNATED REPRESENTATIVE

CROSSROAD SIGNING AND BARRICADING

SEE STANDARD 804S-5
SHEET 12 OF 13 AND SHEET 13 OF 13
FOR GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	SIGNING AND BARRICADING CROSSROAD & DRIVEWAY	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 11 OF 13

1. ALL TRAFFIC CONTROL DEVICES, SIGNS, BARRICADES AND WARNING SIGNS SHALL BE FURNISHED, PLACED, CONSTRUCTED AND MAINTAINED IN THE APPROPRIATE TYPES AND SIZES AND FLAGGER OPERATIONS EXECUTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE TEXAS MANUAL ON UNIFORM CONTROL DEVICES (TMUTCD), THE CITY OF AUSTIN STANDARD SPECIFICATIONS SERIES 800 AND THE CITY OF AUSTIN TRANS-PORTATION CRITERIA MANUAL, OR AS DIRECTED BY THE ENGINEER OR DESIGNATED RE-PRESENTATIVE. IF A CONFLICT ARISES THEN THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL SHALL CONTROL UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.
2. THE CONTRACTOR SHALL NOTIFY THE TRANSPORTATION DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AT 974-7024 NO LATER THAN THE MONDAY OF THE WEEK DURING WHICH THE CONTRACTOR INTENDS TO SET UP BARRICADES TO START CONSTRUCTION.
3. PROPOSED CONSTRUCTION TRAFFIC MOVEMENTS MAY REQUIRE EXISTING SIGNAL HEADS TO BE RELOCATED. THE CITY OF AUSTIN WILL REVIEW SIGNAL HEAD LOCATIONS DURING CONSTRUCTION AND PERFORM THE REQUIRED ADJUSTMENTS. THE CONTRACTOR SHALL CONTACT THE TRANSPORTATION DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AT 974-7024, THREE (3) DAYS PRIOR TO PLACMENT ANY TRAFFIC CONTROLS WHICH MAY REQUIRE SIGNAL HEAD ADJUSTMENTS/RELOCATION.
4. THE CONTRACTOR SHALL PROVIDE ONE (1) FULL-TIME OFF-DUTY, UNIFORMED AUSTIN POLICE DEPARTMENT CERTIFIED PEACE OFFICER AND ONE (1) VEHICLE OF THE TYPE APPROVED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE FOR TEMPORARY LANE CLOSURES WHEN UNDERSEALING, MILLING, PAVING AND WHEN WORKING IN INTERSECTIONS AS PART OF THE TRAFFIC CONTROL OPERATIONS. THE PEACE OFFICER SHALL BE ABLE TO SHOW PROOF OF CERTIFICATION BY THE TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS.
5. THE CONTRACTOR SHALL NOTIFY ALL OTHER GOVERNMENTAL AGENCIES WHOSE RIGHTS-OF-WAY ARE AFFECTED BY HIS WORK ACTIVITIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL TRAFFIC CONTROL DEVICES THAT THEY MAY NEED.
6. THE CONTRACTOR SHALL MAINTAIN ONE (1) DUST-FREE LINE OF TRAFFIC IN EACH DIRECTION AT ALL TIMES, UNLESS OTHERWISE NOTED IN THE DRAWINGS OR APPROVED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.
7. THERE SHALL BE A MINIMUM OF THREE (3) METERS (10 FEET) CLEAR WIDTH FOR EACH LANE OF TRAFFIC IN CHANNELIZED AREAS, UNLESS OTHERWISE NOTED ON THE DRAWINGS OR APPROVED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.
8. THE CONTRACTOR SHALL MAINTAIN DRIVEWAY ACCESS AT ALL TIMES. IF ACCESS CANNOT BE MAINTAINED, THE CONTRACTOR WITH THE APPROVAL OF THE ENGINEER OR DESIGNATED REPRESENTATIVE SHALL PROVIDE AT LEAST 24 HOUR WRITTEN NOTICE OF LIMITED ACCESS TO AFFECTED PROPERTY OWNERS. THE CONTRACTOR SHALL PROVIDE BUSINESS ACCESS SIGNS AS NEEDED TO NFORM DRIVERS OF THE LOCATIONS OF ALL DRIVEWAYS.
9. TEMPORARY LANE CLOSURES IN THE CENTRAL BUSINESS DISTRICT (CBD) OR ON ARTERIAL STREETS SHALL NOT BE PERMITTED DURING THE HOURS OF 7 AM TO 9 AM AND 4 PM TO 6PM MONDAY THROUGH FRIDAY UNLESS PRIOR APPROVAL HAS BEEN OBTAINED FROM THE TRANSPORTATION DIVISION.
10. TRAFFIC CONTROL SHOWN ON STANDARD DETAILS IS TYPICAL. ADDITIONAL SIGNING AND/ OR BARRICADING, AS WELL AS TEMPORARY PAVEMENT MARKINGS AND OBLITERATION/ RESTORATION OF EXISTING PAVEMENT MARKINGS, MAY BE REQUIRED DEPENDING ON FIELD CONDITIONS. FIELD ADJUSTMENTS TO TRAFFIC CONTROLS WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO ITEM NO. 803S "BARRICADES, SIGNS AND TRAFFIC HANDLING".
11. THE CONTRACTOR SHALL DESIGNATE A COMPETENT PERSON FOR TRAFFIC CONTROL. THE COMPETENT PERSON SHALL MAKE INSPECTIONS OF THE TRAFFIC CONTROL DEVICES AT LEAST TWO (2) TIMES A DAY (ONCE AT THE BEGINNING OF THE DAY AND ONCE AT THE END OF THE DAY), INCLUDING NONWORKING DAYS, ENSURING THAT ALL DEVICES ARE IN THEIR PROPER PLACE AND ARE IN WORKING ORDER.
12. ALL DEVICES SHALL BE MADE USING MATERIALS LISTED ON THE TxDOT APPROVED PRODUCTS LIST.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	GENERAL TRAFFIC CONTROL NOTES	
ADOPTED 11/1/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 12 OF 13

13. ALL PERSONS WORKING WITHIN THE RIGHT-OF-WAY SHALL WEAR A BRIGHTLY COLORED SAFETY VEST. FOR NIGHTTIME WORK THE VEST SHALL BE RETROREFLECTIVE,
14. WHEN AN INTERSECTION IS CLOSED FOR CONSTRUCTION, THE CONTRACTOR SHALL PROCEED WITH CONSTRUCTION IN SUCH A MANNER THAT THE CLOSURE TIME IS MINIMIZED.
15. THE CONTRACTOR SHALL NOTIFY THE CAPITAL METRO DISPATCHER AT 385-4295 ONE (1) WEEK PRIOR TO LANE CLOSURES ADJACENT TO BUS STOPS.

DURATION OF WORK:
WORK DURATION IS A MAJOR FACTOR IN DETERMINING THE NUMBER AND TYPES OF DEVICES USED IN TEMPORARY TRAFFIC ZONES. THE FIVE (5) CATEGORIES OF WORK DURATION AND THEIR TIME AT A LOCATION ARE AS FOLLOWS:
- LONG-TERM STATIONARY-WORK THAT OCCUPIES A LOCATION FOR MORE THAN 3 DAYS.
- INTERMEDIATE-TERM STATIONARY-WORK THAT OCCUPIES A LOCATION FROM OVERNIGHT TO 3 DAYS.
- SHORT-TERM STATIONARY-DAYTIME WORK THAT OCCUPIES A LOCATION FROM 1 TO 12 HOURS.
- SHORT-DURATION WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR.
- MOBILE-WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY.

Typical Transition Lengths and Suggested Maximum Spacing of Devices

Posted Speed KPH (MPH)	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet) 3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	Suggested Max. Device Spacing On a taper Meters (feet)	On a tangent Meters (feet)	Suggested Sign Spacing Meters (Feet) "X" Dimension
50 (30)	L=WS.² / 60	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
55 (35)		65 (205)	70 (225)	75 (245)	10 (35)	20-25 (70-90)	50 (160)
65 (40)		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	75 (240)
70 (45)		135 (450)	165 (495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
80 (50)		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	120 (

WORK REQUEST FORM

Task ID _____

Routing & Checkoff			
Responsible.	**Item**	**DATE**	**INIT.**
Dispatch	WRF Nos. _____		
	_____		
	_____		
Burk	WRF Delivered to SMS		
Sanders	Work Completed		
Burk	Update Database		

Date:	12/15/2025
Staff Contact:	Brian Burk
Requestor Name	Developer – 24-49626
Request Category:	4115 – Signs;
General Location (Pct #):	#4
Facility ID (Rd. Index No.)	Sassman Rd. (D08300)
Priority / Requested completion date	RO – Routine
Short Description (street name & work type):	Install signs as shown on attached drawing in accordance with Texas Transportation Code Section 251.159(c).

Detailed Description:

- Install two "Notice of Public Hearing" signs per following sketch. Signs must be in place no later than Tuesday, **January 20, 2026**.
- E-mail digital photos of signs in place to Mannar Tamirisa no later than Wednesday, **January 21, 2026.**
- Scan and e-mail signed Affidavit of Posting (attached) to Mannar Tamirisa no later than Wednesday, **January 21, 2026.**
- Remove the signs after Tuesday, **January 27, 2026.**
- Fabricate sign similar to TX2-1T using Series D, 2 – 4 inch legend.

Qty.	**Sign No.**	**Size**	**Description/Text**
2	TX-SPL	32" x 48"	NOTICE | (see drawing detail)

.

ONE-CALL INFORMATION		Date Called: _____			OK to dig on : _____		
Address No.	**Road**	**From**	**To**	**Total dist.**	**Distance behind curb.**	**Side**	**1-Call Ticket No.**
#####	? St	Marked location approximately xxx feet NSEW of ? St centerline intersection.		10'	3-10 feet from edge of pavement.	Western	

TRANSPORTATION AND NATURAL RESOURCES
CYNTHIA C. MCDONALD, COUNTY EXECUTIVE

700 Lavaca Street-5th Floor
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

Public notices of Public Hearing regarding a detour and road restriction were posted on

_____ , 2026 at _____ locations on _____
(date) (count) (road name)

_____ ,

each location being as near as practical to the area being affected.

CERTIFIED THIS THE _____ DAY OF January 2026.
(day) (month)

SIGNATURE: _____

NAME (print): _____

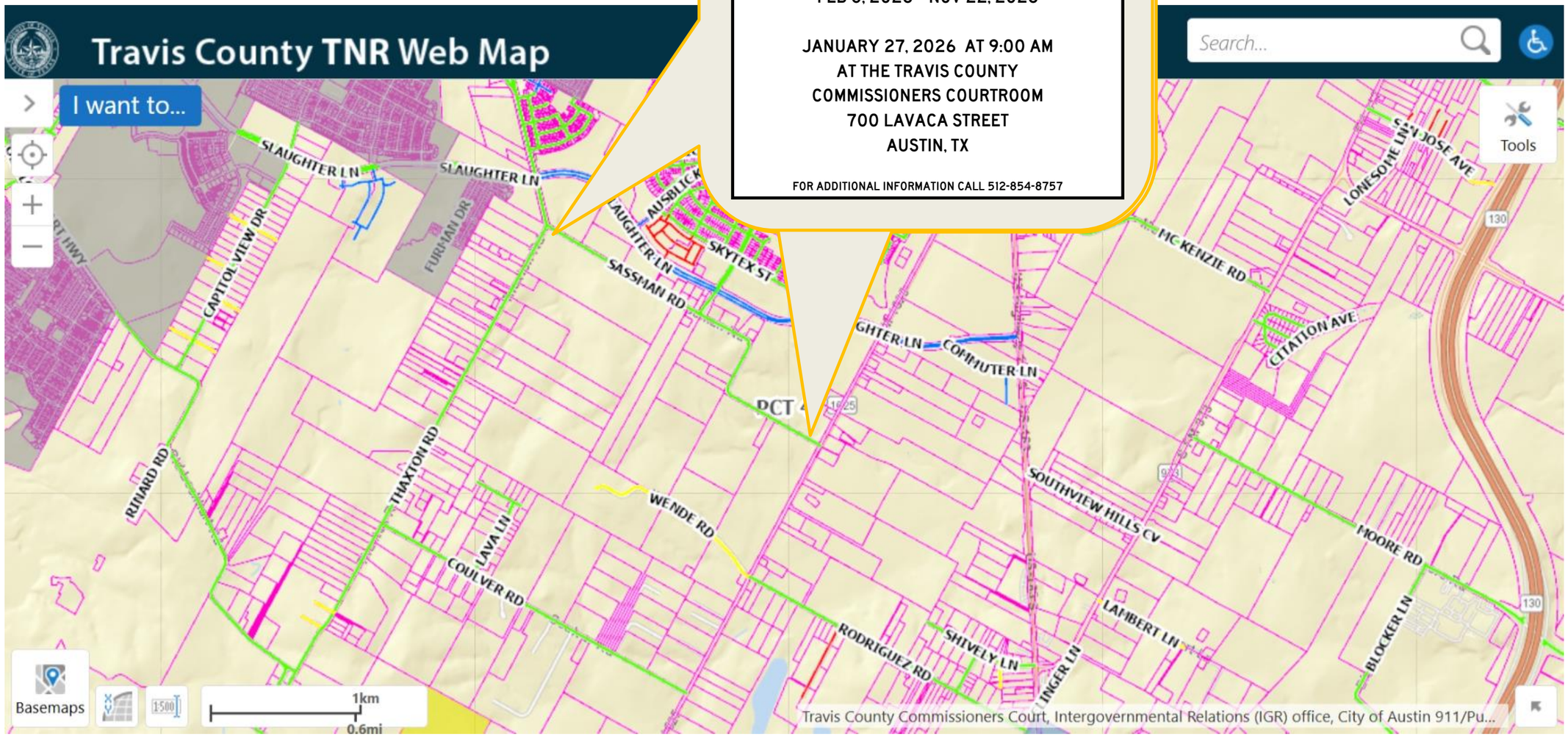
TITLE: _____

NOTICE
PUBLIC HEARING

CONCERNING A
ROAD RESTRICTION AND DETOUR
SASSMAN ROAD
FEB 8, 2026 - NOV 22, 2026

JANUARY 27, 2026 AT 9:00 AM
AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET
AUSTIN, TX

FOR ADDITIONAL INFORMATION CALL 512-854-8757



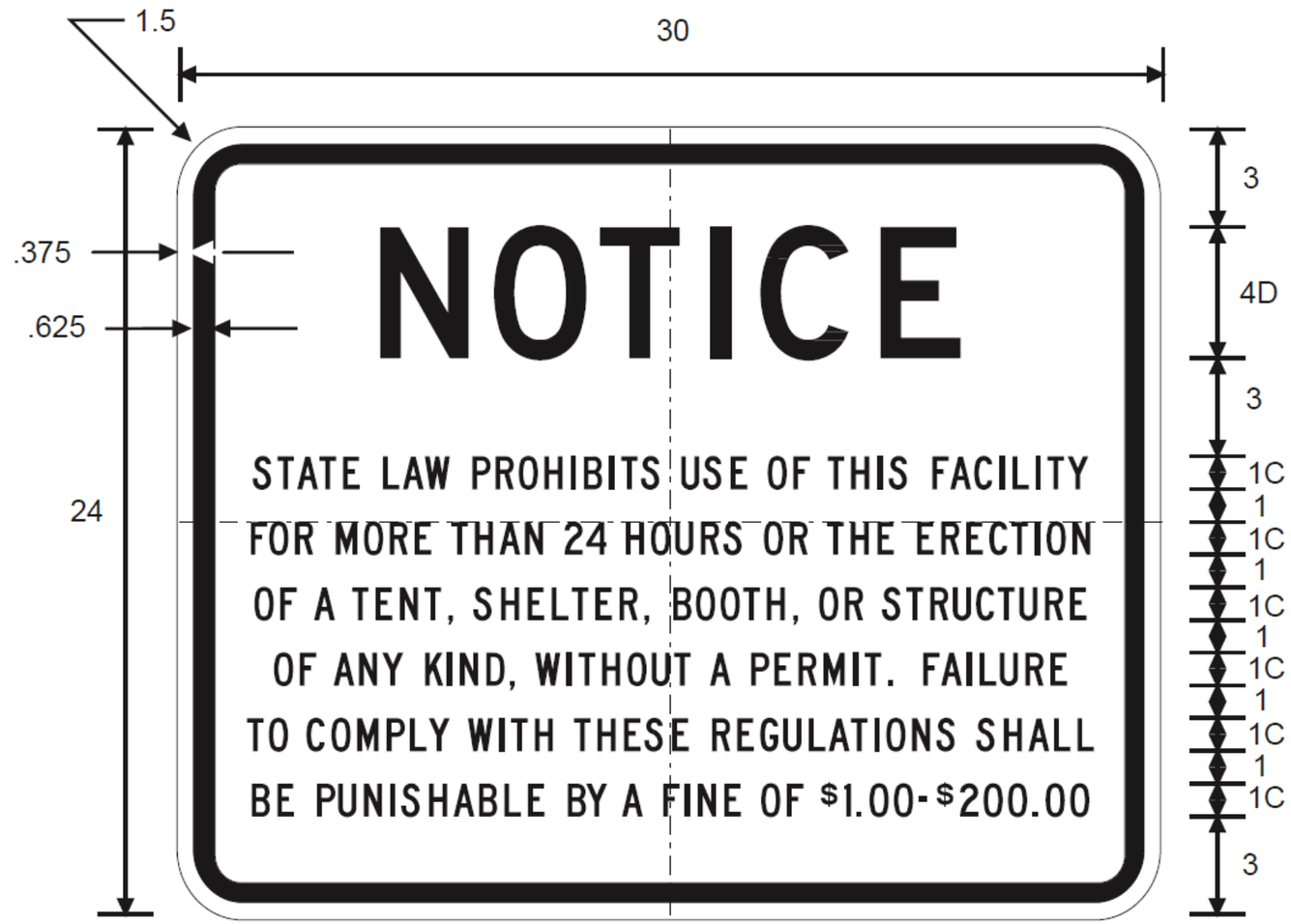
Sassman Rd. 12/05/2025

PRELIMINARY
This document is released for the purpose of internal interim review under the authority of Brian D. Burk, P.E. 75376 on 12/15/2025. It is not to be used for construction or bidding purposes.

N

TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL RESOURCES DEPARTMENT
MAILING ADDRESS
P.O. BOX 1748
AUSTIN, TEXAS 78767
(512) 854-9383 FAX: (512) 854-4626

IFB*
PRECINCT:
SCALE
VERT.:
HORIZ.:
DRAWN BY:
DESIGNED BY:
TITLE:
DATE
BY
REVISION
No


1.5
30
.375
.625
24
NOTICE
STATE LAW PROHIBITS USE OF THIS FACILITY
FOR MORE THAN 24 HOURS OR THE ERECTION
OF A TENT, SHELTER, BOOTH, OR STRUCTURE
OF ANY KIND, WITHOUT A PERMIT. FAILURE
TO COMPLY WITH THESE REGULATIONS SHALL
BE PUNISHABLE BY A FINE OF $1.00-$200.00
3
4D
3
1C
1
1C
1
1C
1
1C
1
1C
3

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Approve a proclamation honoring Maggie De La Cruz recognizing her retirement and her 28 years of service to Travis County. (Commissioner Gómez)

Prepared By/Phone Number: David Salazar, Executive Assistant, 512-854-9280
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s): Margaret J. Gomez, County Commissioner Pct 4
Press Inquiries: Hector Nieto, Travis County PIO, 512-854-8740

Background/Summary of Request:
Celebration and Honoring Maggie De La Cruz on her retirement after 28 years of service to the residents of Travis County.

Staff Recommendations:
Staff recommends approval

Issues and Opportunities:

Fiscal Impact and Source of Funding:
This item will not affect the County Budget

Required Authorizations:
None

Attachments:
1. MDeLaCruz Retirement Resolution 012626

WHEREAS, Maggie De La Cruz has dedicated 28 years of exemplary service to Healthy Families Travis County, demonstrating unwavering commitment to strengthening families and improving the well-being of children throughout our community;

WHEREAS, Maggie began her distinguished career as a Home Visitor, working directly with families to provide guidance, support, and resources during some of the most critical moments of their lives;

WHEREAS, through her compassion, expertise, and leadership, Maggie advanced to the role of Family Assessment Worker, where she skillfully assessed family needs, connected parents to vital services, and helped lay the foundation for long-term family stability;

WHEREAS, Maggie later served as Lead Outreach Social Service Program Coordinator, where she provided leadership, mentorship, and strategic direction, expanding outreach efforts and ensuring that families across Travis County had access to essential services and support;

WHEREAS, throughout her career, Maggie de la Cruz has touched the lives of hundreds of families, leaving a lasting impact through her kindness, professionalism, advocacy, and deep belief in the strength and potential of every family she served;

WHEREAS, Maggie's legacy is reflected not only in the families she supported, but also in the colleagues she inspired and the programs she helped strengthen through her dedication and leadership;

NOW, THEREFORE BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT DOES HEREBY RECOGNIZE AND CELEBRATE THE CARE, COMPASSION AND CONTRIBUTIONS THAT MAGGIE DE LA CRUZ HAS DEMONSTRATED OVER HER 28 YEARS OF SERVICE, LEADERSHIP AND DEDICATION TO THE CHILDREN AND FAMILIES OF TRAVIS COUNTY AS WELL AS WISHING HER HAPPINESS AND FULFILLMENT IN HER WELL-EARNED RETIREMENT AND ON FUTURE ENDEAVORS.

SIGNED AND ENTERED THIS 27TH DAY OF JANUARY, 2026.

_____
ANDY BROWN
COUNTY JUDGE

_____
JEFFREY W. TRAVILLION, SR.
COMMISSIONER, PRECINCT 1

_____
BRIGID SHEA
COMMISSIONER, PRECINCT 2

_____
ANN HOWARD
COMMISSIONER, PRECINCT 3

_____
MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Approve a proclamation in support of the Seedling Foundation and declaring January, 2026 as Mentoring Month in Travis County. (Commissioner Gómez)

Prepared By/Phone Number: David Salazar, Executive Assistant, 512-854-9280
Elected/Appointed Official or Department Head: Margaret Gómez
Commissioners Court Sponsor(s): Margaret J. Gomez, County Commissioner Precinct Four
Press Inquiries: Hector Nieto, Travis County PIO, 512-854-8740

Background/Summary of Request:
Celebrate and raise awareness of mentoring and opportunities to mentor in Travis County.

Staff Recommendations:
Staff recommends approval

Issues and Opportunities:

Fiscal Impact and Source of Funding:
None

Required Authorizations:
None

Attachments:
1. Mentoring Month Proclamation 012726

WHEREAS, the education of the children of Travis County benefits greatly when community volunteers work in their schools;

WHEREAS, teachers and staff in Austin, Del Valle, Eanes, Manor, Pflugerville and all of the other Independent School Districts in Travis County welcome the involvement of community volunteers;

WHEREAS, community volunteers working in schools are known to improve attendance, academic performance, behavior and the overall atmosphere of schools, helping students envision their individual and academic goals, model effective study habits, improve students' organizational skills, assist students with homework and test preparation and encouraging them to pursue high levels of achievement;

WHEREAS, Austin Partners in Education, Big Brothers and Big Sisters, the Boys and Girls Club, Communities in Schools and the Seedling Foundation have developed programs which can be customized to support both community volunteers and children;

WHEREAS, Travis County has an estimated 5,000 children who have one or both parents incarcerated and who are three times more likely than their peers to end up in the juvenile or adult justice systems;

WHEREAS, many children in Travis County schools require intensive support and encouragement that is best provided in a small group setting;

WHEREAS, students with mentors are less likely to start using illegal drugs and start drinking;

WHEREAS, schools with mentoring programs find that students with mentors are 55% more likely to be enrolled in college than those who do not have a mentor;

WHEREAS, the National Mentoring Partnership estimates there are nine million at-risk youth in need of a mentor;

WHEREAS, the Commissioners approved the Mentor Policy encouraging Travis County employees to participate as mentors to Austin/Travis County-area students and to grant them flexibility in arranging their school-day participation; and

WHEREAS, online registration and full program information of these opportunities is available at austinpartners.org, bbbs.org, bgca.org, communitiesinschools.org and seedlingfoundation.org;

NOW, THEREFORE WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY EXPRESS SUPPORT OF THESE PROGRAMS, HONOR COMMUNITY VOLUNTEERS WHO GIVE UNSELFISHLY OF THEIR TIME AND GIFTS AND PROCLAIM JANUARY 2016 AS

“MENTORING MONTH”

IN TRAVIS COUNTY.

FURTHER, THE COURT ENCOURAGES TRAVIS COUNTY EMPLOYEES TO VOLUNTEER TO WORK WITH STUDENTS IN SUCH PROGRAMS AND INSTRUCTS SUPERVISORS TO ALLOW TRAVIS COUNTY EMPLOYEES TO USE A FLEXIBLE APPROACH TO THEIR DAILY SCHEDULE SO THAT VOLUNTEERING IN OUR COMMUNITY’S SCHOOLS IS POSSIBLE, AND INVITES ALL ELECTED AND APPOINTED OFFICIALS OF TRAVIS COUNTY TO PARTICIPATE THEMSELVES AS VOLUNTEERS IN THE SCHOOLS AND TO ENCOURAGE EMPLOYEES IN THEIR OFFICES TO BECOME INVOLVED AS MENTORS OR CLASSROOM COACHES.

SIGNED AND ENTERED THIS 27TH DAY OF JANUARY, 2026.

_____
ANDY BROWN
COUNTY JUDGE

_____
JEFFREY W. TRAVILLION, SR.
COMMISSIONER, PRECINCT 1

_____
BRIGID SHEA
COMMISSIONER, PRECINCT 2

_____
ANN HOWARD
COMMISSIONER, PRECINCT 3

_____
MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Approve a proclamation recognizing the 100th anniversary of The Austin Board of Realtors (ABoR) and honoring its century of service to the Central Texas real estate community and the residents of Travis County. (Judge Brown)

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Bee Caves Road District No. 1
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Approve payment of claims by County Treasurer. (Judge Brown)
Prepared By/Phone Number: Holly Huff, Financial Analyst V, 512-854-8823
Elected/Appointed Official or Department Head: Patti Smith
Commissioners Court Sponsor(s): Judge Andy Brown
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
Pursuant to LGC 114.024, the below-tabulated summary of claims against the county requesting disbursement has been audited according to statutes, are funded by approved budgets and approved by authorized Travis County Auditor staff. The Travis County Auditor is seeking Commissioners Court approval to authorize the County Treasurer to pay these claims, as per LGC 115.021.

Staff Recommendations:
Approve payment of claims.

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
See attached summary.

Required Authorizations:
Kelly Allen – Auditor First Asst, County Auditor
Judge Andy Brown

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action regarding the following:
Prepared By/Phone Number: Lauren Hill, Executive Assistant, 512-854-1214
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
1. Termination Order- April Solar Eclipse Disaster declaration

TERMINATION OF LOCAL STATE OF DISASTER DUE TO APRIL 8, 2024 SOLAR ECLIPSE

On March 8, 2024, the Travis County Judge, pursuant to the Texas Government Code, Chapter 418, (the "Texas Disaster Act"), issued a proclamation declaring a local state of disaster for the County of Travis due to the solar eclipse event occurring on April 8, 2024.

On March 8, 2024, the Travis County Commissioners Court issued an Order continuing the Local Disaster Proclamation issued by the Travis County Judge.

The conditions necessitating the proclamation of a local state of disaster have ceased to exist.

The Texas Disaster Act provides that a local state of disaster may be terminated.

NOW THEREFORE, the proclamation of a local state of disaster described above is terminated.

IN WITNESS WHEREOF, this 16th day of April, 2024.

_____
Andy Brown, County Judge
Travis County, Texas

_____
Jeffrey Travillion
Commissioner Precinct 1

_____
Brigid Shea
Commissioner Precinct 2

_____
Ann Howard
Commissioner Precinct 3

_____
Margaret Gomez
Commissioner Precinct 4

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Outdoor burning in the unincorporated areas of Travis County
Prepared By/Phone Number: Lauren Hill, Executive Assistant, 512-854-1214
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action renewing and amending the Interlocal Agreement between County of Travis and Travis County Emergency Services District #2 for Emergency Medical Services for the term of October 1, 2025, through September 30, 2026. (Judge Brown & Commissioner Shea)

Prepared By/Phone Number: Lauren Hill, Executive Assistant, 512-854-1214

Elected/Appointed Official or Department Head: Charles Brotherton, Andy Brown, Brigid Shea

Commissioners Court Sponsor(s): Commissioner Shea, PCT 2
Judge Andy Brown

Press Inquiries: Hector Nieto, Public Information Officer
512-854-8407

Background/Summary of Request:
This action amends the FY 2022 County – ESD02 ILA to reflect an annual fee of $885,828.00 for FY 2026, an increase of approximately 2% over FY 2025. The cost drivers for this increase include wage adjustments and operational cost increases that are appropriate and reasonable.

This requested action represents the fourth (4th) of four renewal terms of the ILA executed in FY 2022. As a new interlocal agreement is negotiated this fiscal year, Emergency Services will continue evaluating the County's return on investment for both the customer and provider of services to ensure an effective, economical, and patient-centered EMS system in Travis County.

Staff Recommendations:
Staff recommends approval.

Issues and Opportunities:

Fiscal Impact and Source of Funding:
The monthly payment for the FY 2026 service will be $73,819.00, equaling one-twelfth (1/12) of the negotiated annual fee payable by County to ESD02 under the ILA.
The requested funding is available in Emergency Services' FY 2026 budget, a portion set aside as an earmark pending approval of a budget adjustment related to this action.

Required Authorizations:

Attachments:

1. Backup_Memo_ESD02_ILA_for EMS_Renewal_and_Amendment 4_20260127

Travis County Emergency Services

Clinical Performance and Education | Fire Marshal | Medical Examiner | Office of Emergency Management | STAR Flight | Technology and Communications

P.O. Box 1748, Austin, TX 78767, Phone (512) 974-4416

MEMORANDUM

DATE: January 8, 2026

TO: Commissioners Court

FROM: Chuck Brotherton, County Executive

RE: 4th Renewal and Amendment 4, ILA with ESD02 for EMS

Requested Action:
Consider and take appropriate action renewing and amending the Interlocal Agreement between County of Travis and Travis County Emergency Services District #2 for Emergency Medical Services for the term of October 1, 2025, through September 30, 2026.

Background Summary
This action amends the FY 2022 County – ESD02 ILA to reflect an annual fee of $885,828.00 for FY 2026, an increase of approximately 2% over FY 2025. The cost drivers for this increase include wage adjustments and operational cost increases that are appropriate and reasonable.

This requested action represents the fourth (4^{th}) of four renewal terms of the ILA executed in FY 2022. As a new interlocal agreement is negotiated this fiscal year, Emergency Services will continue evaluating the County's return on investment for both the customer and provider of services to ensure an effective, economical, and patient-centered EMS system in Travis County.

Staff Recommendation:
Staff recommends approval.

Budgetary:
The monthly payment for the FY 2026 service will be $73,819.00, equaling one-twelfth (1/12) of the negotiated annual fee payable by County to ESD02 under the ILA.

The requested funding is available in Emergency Services' FY 2026 budget, a portion set aside as an earmark pending approval of a budget adjustment related to this action.

Cc:
C. W. Bruner, Purchasing Agent
Jessica Rio, County Executive, PBO
Alex Braden, Travis Gatlin – PBO
Patti Smith, Auditor
Ann-Marie Sheely, County Attorney's Office
Mitchell Goertz, Patrick Phillips – ES

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on the reappointment of Leah Douglas and Gary Johnson to the Board of Commissioners of Emergency Services District (ESD) No.13 January 2026 through December 31, 2027. (Commissioner Travillion)

Prepared By/Phone Number: Deone Wilhite, Executive Assistant, 512-854-1110
Elected/Appointed Official or Department Head: Jeffrey Travillion
Commissioners Court Sponsor(s): Commissioner Jeffrey W. Travillion, Precinct 1
Press Inquiries: Hector Nieto: 512-854-8740

Background/Summary of Request:
ESD 13 Board President Leah Douglas and ESD 13 Board Treasurer Gary Johnson are requesting reappointment

Staff Recommendations:
N/A

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
N/A

Required Authorizations:
Jeffrey W. Travillion, Commissioner, Precinct 1

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action to approve public hearing dates, public comment periods, and advertisements for the CDBG/HOME PY26 Action Plan and the CDBG/HOME PY25 Consolidated Annual Performance and Evaluation Report (CAPER). (Judge Brown & Commissioner Gómez)

A. Approve the following public hearing date to inform the public and receive public input about community needs to help in the development of the CDBG/HOME PY26 Action Plan:

- Public Hearing at TCCC: Tuesday, March 24, 2026 at 9:00 a.m.

B. Approve the advertisements announcing the Community Needs public hearing for the CDBG/HOME PY26 Action Plan in newspapers of general circulation.

C. Approve the 30-day public comment period and public hearing date for the draft CDBG/HOME PY26 Action Plan:

- Public Comment Period: June 17, 2026 at 8:00 am to July 20, 2026 at 5:00 p.m.
- Public Hearing at TCCC: Tuesday, July 14, 2026 at 9:00 a.m.

D. Approve the advertisements announcing the CDBG/HOME PY26 Action Plan public comment period and public hearing in newspapers of general circulation.

E. Approve the following 15-day public comment period and public hearing date for the CDBG/HOME PY25 CAPER:

- Public Comment Period: November 4, 2026 at 8:00 a.m. to November 19, 2026 at 5:00 p.m.
- Public Hearing at TCCC: Tuesday, November 17, 2026 at 9:00 a.m.

F. Approve the advertisements announcing the public hearing date and public comment period for the CDBG/HOME PY25 CAPER in newspapers of general circulation.

Prepared By/Phone Number: Somchan Vuthipadadon, Planning Manager , 512-584-1877

Elected/Appointed Official or Department Head: Pilar Sanchez

Commissioners Court Sponsor(s): Judge Andy Brown and Commissioner Margaret Gómez

Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing sponsors a program that provides Community Development Block Grants (CDBG) to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low- and

moderate-income persons. Since 2006, Travis County has received CDBG funds from HUD on an annual basis and is currently working under its fifth Consolidated Plan. Beginning in 2024, the County also began receiving HOME Investment Partnerships (HOME) Program funds from HUD.

Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, (42 U.S. C. 12701) authorizes the HOME Investment Partnerships ("HOME") Program. The federal government provides HOME formula grant funds via the U.S. Department of Housing and Urban Development to eligible cities and counties to strengthen public-private partnerships and to expand to supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families.

To be compliant with 24 Congressional Federal Regulation (CFR) Part 91 and the approved Travis County Citizen Participation Plan (CPP), Travis County must hold a variety of public hearings both to solicit information on community needs and receive input on program documents. After Court approval of draft documents, public comment periods are held.

Regarding the CDBG/HOME PY26 Action Plan (Attachment A and B)
Notification to the public of hearings and comment periods must occur 14 days prior to the date of the hearing or meeting, in newspapers of general circulation, and must target the areas the grant serves, which includes all (incorporated and unincorporated areas) of Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, San Leanna, Sunset Valley, Webberville, West Lake Hills along with the unincorporated areas of Travis County.

Advertisements will appear in newspapers of general circulation that target the areas the grants serve. The following papers will be targeted for advertising in English: The Austin American Statesman and The Villager. To reach the Spanish speaking population, the ad will be advertised in the Spanish language newspaper El Mundo. Furthermore, the notices will be posted on the Travis County website, social media, and in the six Community Centers and will be sent through postal mail and/or emailed to neighborhood associations and the CDBG mailing list.

Each year HUD requires each grantee to develop an Action Plan specifying the activities to be undertaken with CDBG/HOME funds. For the CDBG/HOME program year 2026, which spans from October 1, 2026, through September 30, 2027, Travis County is expected to receive approximately $1,787,382 in CDBG funds and approximately $567,775.74 in HOME funds, based on the allocation for CDBG/HOME PY25.

Travis County must determine how the funds will be allocated, and to do so CDBG/HOME staff work with the public, Travis County departments, and social service agencies to receive input on the community needs and proposed projects. Staff must also consider 5-year ConPlan priorities and goals as well as the feasibility and eligibility of CDBG/HOME project ideas. Staff works to engage residents of the CDBG/HOME service area in order to gather information on community needs. In the event of national, state, and/or local health authorities recommend social distancing and limiting public gatherings for public health reasons, Staff will make reasonable efforts to gather information on community needs from the residents of the CDBG/HOME service area by participating in phone or virtual meetings. Because meetings may be scheduled throughout the year as needed or upon request, a schedule is not available. Meeting notifications will be sent or

posted through multiple channels including resident and service provider email lists, and CDBG and Travis County websites and social media. Staff will report all community engagement efforts in the public engagement section of the CDBG/HOME PY26 Action Plan.

A public hearing will be held at Commissioners Court. The public may participate in person or virtually. At the Community Needs public hearing, the public will have an opportunity to learn the objectives, eligible activities, and available funds as well as other aspects of the grant. In the event national, state, and/or local health authorities recommend social distancing and limiting public gatherings for public health reasons, public hearings will offer opportunities for virtual participation. Staff proposes the following date:

Description/Location	Date/Time
Community-Wide ***Public Hearing*** at Travis County Commissioners Court, 700 Lavaca St, Austin, TX	9:00 a.m., March 24, 2026

*Please see **Attachment A** for the proposed advertisements (in English and Spanish) announcing the **Community Needs Public Hearing**.*

Those not able to attend the public hearing will also have an opportunity to provide their input in writing by filling out a Participation Form (survey). This form will be available at the Travis County CDBG website www.traviscountytx.gov/CDBG, at one of the six Travis County Community Centers, or by requesting the form be mailed.

After the needs hearing and project identification, HUD requires CDBG/HOME grantees to post a public comment draft of the proposed PY26 Action Plan for a 30-day public comment period. All comments shall be included in the final draft of the action plan. Additionally, a public hearing must be held to receive comments on the draft CDBG/HOME PY26 Action Plan. Staff proposes the following dates:

Description/Location	Dates/Times
CDBG PY26 Action Plan ***Public Comment Period***	8:00 a.m., June 17, 2026 to 5:00 p.m., July 20, 2026
Community-Wide ***Public Hearing*** at Travis County Commissioners Court, 700 Lavaca, Austin, TX	9:00 a.m., July 14, 2026

*Please see **Attachment B** for the proposed advertisements (in English and Spanish) announcing the CDBG/HOME **PY26 Action Plan** public comment period and the public hearing.*

Regarding the CDBG/HOME PY25 CAPER (Attachment C)

Each year, HUD requires CDBG/HOME grantees to develop an annual report that documents progress and accomplishments of the CDBG/HOME projects and the CDBG/HOME program as a whole. This report is called the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is due to HUD 90 days after CDBG program year completion (by December 26, 2026 for the CDBG/HOME PY25 CAPER).

The public must have a 15-day period to provide comment on the draft CAPER and one public hearing must be held. Staff proposes the following dates:

Description/Location	Dates/Times
CDBG/HOME PY25 CAPER ***Public Comment Period***	8:00 a.m., Nov. 4, 2026 to 5:00 p.m., Nov. 19, 2026
Community-Wide ***Public Hearing*** at Travis County Commissioners Court, 700 Lavaca, Austin, TX	9:00 a.m., November 17, 2026

*Please see **Attachment C** for the proposed advertisements (in English and Spanish) announcing the CDBG/HOME **PY25 CAPER** public comment period and public hearing.*

Staff Recommendations:
Staff recommends approval of the public hearing dates, public comment dates, and advertisement templates. Revisions to funding amounts or minor wording changes may be made to the ads, as needed.

Issues and Opportunities:
The amount referenced for the CDBG/HOME PY26 grant is an estimate, based on current year funding. When staff is notified of the correct amount by HUD, the advertisements will be updated.

Fiscal Impact and Source of Funding:
The CDBG grant will pay for all the costs associated with the advertising as a part of its planning and administration budget.

Required Authorizations:
Pilar Sanchez, TCHHS County Executive

cc:
County Attorney's Office: Prema Gregerson, and Kinski Moss,
PBO: Jessica Rio, Travis Gatlin, and Michelle Surka
Purchasing Office: C.W. Bruner, and Bridgett Bradshaw
County Auditor's Office: Patti Smith, Kelly Allen, Tracy LeBlanc, and Amy Smith
TCHHS: Pilar Sanchez, Monique Coleman, Somchan Vuthipadadon, Shelley Rowton, Derrico Alexander, Mikaela Manion, Regina Sharp, and Shawn Lemieux

Attachments:
1. 01-27-26_Agenda Item_CDBG PY26 calendar and ads_Final with backup

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: January 27, 2026

Agenda Language: Consider and take appropriate action to approve public hearing dates, public comment periods, and advertisements for the CDBG/HOME PY26 Action Plan and the CDBG/HOME PY25 Consolidated Annual Performance and Evaluation Report (CAPER).

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D. Approve the advertisements announcing the CDBG/HOME PY26 Action Plan public comment period and public hearing in newspapers of general circulation.

E. Approve the following 15-day public comment period and public hearing date for the CDBG/HOME PY25 CAPER:
   - Public Comment Period: November 4, 2026 at 8:00 a.m. to November 19, 2026 at 5:00 p.m.
   - Public Hearing at TCCC: Tuesday, November 17, 2026 at 9:00 a.m.

F. Approve the advertisements announcing the public hearing date and public comment period for the CDBG/HOME PY25 CAPER in newspapers of general circulation.

Prepared By/Phone Number: Somchan Vuthipadadon, CDBG Planning Manager / 512-497-2366, Mikaela Manion CDBG Planner

Elected/Appointed Official or Department Head: Pilar Sanchez, County Executive of Travis County Health and Human Services and AgriLife Extension

Commissioners Court Sponsor(s): Judge Andy Brown and Commissioner Margaret Gómez

Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytx.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

Revised 17-12-05

Background/Summary of Request and Attachments:
Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing sponsors a program that provides Community Development Block Grants (CDBG) to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low- and moderate-income persons. Since 2006, Travis County has received CDBG funds from HUD on an annual basis and is currently working under its fifth Consolidated Plan. Beginning in 2024, the County also began receiving HOME Investment Partnerships (HOME) Program funds from HUD.

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A public hearing will be held at Commissioners Court. The public may participate in person or virtually. At the Community Needs public hearing, the public will have an opportunity to learn the objectives, eligible activities, and available funds as well as other aspects of the grant. In the event national, state, and/or local health authorities recommend social distancing and limiting public gatherings for public health reasons, public hearings will offer opportunities for virtual participation. Staff proposes the following date:

Description/Location	Date/Time
Community-Wide ***Public Hearing*** at Travis County Commissioners Court, 700 Lavaca St, Austin, TX	9:00 a.m., March 24, 2026

*Please see **Attachment A** for the proposed advertisements (in English and Spanish) announcing the **Community Needs Public Hearing**.*

Those not able to attend the public hearing will also have an opportunity to provide their input in writing by filling out a Participation Form (survey). This form will be available at the Travis County CDBG website www.traviscountytx.gov/CDBG, at one of the six Travis County Community Centers, or by requesting the form be mailed.

After the needs hearing and project identification, HUD requires CDBG/HOME grantees to post a public comment draft of the proposed PY26 Action Plan for a 30-day public comment period. All comments shall be included in the final draft of the action plan. Additionally, a public hearing must be held to receive comments on the draft CDBG/HOME PY26 Action Plan. Staff proposes the following dates:

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*Please see **Attachment B** for the proposed advertisements (in English and Spanish) announcing the CDBG/HOME **PY26 Action Plan** public comment period and the public hearing.*

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Performance and Evaluation Report (CAPER). The CAPER is due to HUD 90 days after CDBG program year completion (by December 26, 2026 for the CDBG/HOME PY25 CAPER).

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*Please see **Attachment C** for the proposed advertisements (in English and Spanish) announcing the CDBG/HOME **PY25 CAPER** public comment period and public hearing.*

Staff Recommendations:
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Issues and Opportunities:
The amount referenced for the CDBG/HOME PY26 grant is an estimate, based on current year funding. When staff is notified of the correct amount by HUD, the advertisements will be updated.

Fiscal Impact and Source of Funding:
The CDBG grant will pay for all the costs associated with the advertising as a part of its planning and administration budget.

Required Authorizations:
Pilar Sanchez, TCHHS County Executive

cc:
County Attorney's Office: Prema Gregerson, and Kinski Moss,
PBO: Jessica Rio, Travis Gatlin, and Michelle Surka
Purchasing Office: C.W. Bruner, and Bridgett Bradshaw
County Auditor's Office: Patti Smith, Kelly Allen, Tracy LeBlanc, and Amy Smith
TCHHS: Pilar Sanchez, Monique Coleman, Somchan Vuthipadadon, Shelley Rowton, Derrico Alexander, Mikaela Manion, Regina Sharp, and Shawn Lemieux

Attachment A

Travis County Health and Human Services
P.O. Box 1748, Austin, Texas 78767
(512) 854-3460 Fax (512) 854-7140

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

Public Hearing
To Help Identify Community Needs in Travis County

Travis County invites the public to participate in a public hearing where residents will have an opportunity to present community needs and recommend projects for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program ("HOME") funds in Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, San Leanna, Sunset Valley, Webberville, West Lake Hills and the unincorporated areas of Travis County. The information collected will help guide the selection of CDBG projects for the Program Year 2026 (October 2026-September 2027).

The CDBG and HOME programs are funded by the United States Department of Housing and Urban Development (HUD) to benefit Travis County low- to moderate-income residents who live in the unincorporated areas of Travis County or anywhere in Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, San Leanna, Sunset Valley, Webberville or West Lake Hills. The program supports community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services. For program year 2026, Travis County anticipates receiving an estimated $1,787,382 in CDBG funds and an estimated $567,775.74 in HOME funds.

The Public Hearing is scheduled for **Tuesday, March 24, 2026 at 9:00 AM** at Travis County Commissioners Courtroom, 700 Lavaca St., First Floor, Austin, Texas 78701. Members of the public who wish to participate may appear in person or register in advance to speak remotely. The online registration portal will be open from 8:00 p.m. two nights before the meeting until 8:00 a.m. on the day of the meeting. Information and links to the registration form are available on the Commissioners Court webpage at: https://www.traviscountytx.gov/commissioners-court. The public can view the public hearing session online via a link that will be active by 9:00 a.m. on the day of the public hearing, by clicking on the Commissioners Court Voting Session link for the public hearing date at: https://traviscotx.civicclerk.com/web/home.aspx.

Those who cannot participate in the public hearing, and want to provide information about their community needs, may provide their input in writing by filling out a Participation Form (Needs Survey). This form is available electronically at the Travis County CDBG website (https://www.traviscountytx.gov/health-human-services/cdbg/participate), or a paper copy can be mailed by calling 512-854-3460. Alternatively, neighborhood groups located in the CDBG service area that would like to discuss their needs in more detail may contact the CDBG Office to request a meeting.

For more information about how to access the survey or request a meeting, go the CDBG Participate page at: https://www.traviscountytx.gov/health-human-services/cdbg/participate or call 512-854-3460.

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-854-3460 for assistance. To request that an American Sign Language or Spanish interpreter be present at the public hearing, please contact CDBG staff at least five business days in advance.

Travis County Health and Human Services
P.O. Box 1748, Austin, Texas 78767
(512) 854-3460 Fax (512) 854-7140

EL PROGRAMA DE SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG)
EL PROGRAMA DE ASOCIACIONES DE INVERSIÓN EN LA VIVIENDA (HOME) DEL CONDADO DE TRAVIS

Audiencia Pública
Para Ayudar a Identificar Necesidades Comunitarias en el Condado de Travis

El Condado de Travis invita al público a participar en una audiencia pública donde los residentes tendrán la oportunidad de presentar necesidades comunitarias y recomendar proyectos para el uso de fondos del Programa de Subvención en Bloque para el Desarrollo Comunitario (CDBG) y del Programa de Asociaciones de Inversión en la Vivienda ("HOME") en Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, San Leanna, Sunset Valley, Webberville, West Lake Hills y las áreas no incorporadas del Condado de Travis. La información recopilada ayudará a guiar la selección de proyectos CDBG para el Año Programático 2026 (de octubre de 2026 a septiembre de 2027).

Los programas CDBG y HOME reciben fondos del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) para beneficiar a residentes de ingresos bajos y moderados del Condado de Travis que viven en las áreas no incorporadas del condado o en Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, San Leanna, Sunset Valley, Webberville o West Lake Hills. Los programas apoyan actividades de desarrollo comunitario destinadas a revitalizar vecindarios, mejorar las opciones de vivienda asequible y proporcionar mejores instalaciones y servicios comunitarios. Para el Año Programático 2026, el Condado de Travis anticipa recibir un estimado de $1,787,382 en fondos CDBG y un estimado de $567,775.74 en fondos HOME.

La Audiencia Pública se llevará a cabo el martes 24 de marzo de 2026 a las 9:00 a. m. en la Sala de Audiencias de la Corte de Comisionados del Condado de Travis, ubicada en 700 Lavaca St., Primer Piso, Austin, Texas 78701. Los miembros del público que deseen participar pueden asistir en persona o registrarse con anticipación para hablar de manera remota. El portal de registro en línea estará abierto desde las 8:00 p. m. dos noches antes de la reunión hasta las 8:00 a. m. del día de la reunión. La información y los enlaces al formulario de registro están disponibles en la página web de la Corte de Comisionados en: https://www.traviscountytx.gov/commissioners-court.

El público podrá ver la sesión de la audiencia pública en línea mediante un enlace que estará activo, a más tardar, a las 9:00 a. m. del día de la audiencia, haciendo clic en el enlace de la Sesión de Votación de la Corte de Comisionados correspondiente a la fecha de la audiencia pública en: https://traviscotx.civicclerk.com/web/home.aspx.

Aquellas personas que no puedan participar en la audiencia pública y deseen proporcionar información sobre las necesidades de su comunidad pueden enviar sus comentarios por escrito completando un Formulario de Participación (Encuesta de Necesidades). El formulario está disponible electrónicamente en el sitio web del programa CDBG del Condado de Travis (https://www.traviscountytx.gov/health-human-services/cdbg/espanol/participe), o se puede solicitar una copia impresa llamando al 512-854-3460. Alternativamente, los grupos vecinales ubicados dentro del área de servicio del programa CDBG que deseen discutir sus necesidades con mayor detalle pueden comunicarse con la Oficina de CDBG para solicitar una reunión.

Para obtener más información sobre cómo acceder a la encuesta o solicitar una reunión, visite la página web "CDBG Participe" en: https://www.traviscountytx.gov/health-human-services/cdbg/espanol/participe o llame al 512-854-3460.

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 512-854-3460. Para solicitar que un intérprete de Lenguaje Americano por Signos (American Sign Language) o en español esté presente durante la audiencia pública, por favor comunicares con personal de CDBG al menos cinco (5) días de negocio antes de la fecha de la audiencia.

Attachment B

Travis County Health and Human Services
P.O. Box 1748, Austin, Texas 78767
(512) 854-3460 Fax (512) 854-7140

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

Invitation to Comment on the PY26 Action Plan

Travis County is eligible to receive an estimated $1,787,382 in Community Development Block Grant (CDBG) funds and an estimated $567,775.74 in HOME Investment Partnerships Program ("HOME") funds from the U.S. Department of Housing and Urban Development (HUD) to benefit Travis County low- to moderate-income residents who live in the unincorporated areas of the county or anywhere in Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, San Leanna, Sunset Valley, Webberville, and West Lake Hills. The funds are for Program Year 2026 (PY26), October 1, 2026 to September 30, 2027. An Annual Action Plan has been drafted detailing how the funds will be spent in PY26.

You can comment on the proposed PY26 Action Plan by attending the public hearing or by sending your comments in writing via postal mail or e-mail.

Comment Period and Draft Document

Comments will be accepted for 30 days **beginning June 17, 2026 at 8:00 a.m. and ending July 20, 2026 at 5:00 p.m.** Beginning June 17, 2026, a draft of the proposed Action Plan and a related summary will be available for download on the Travis County CDBG webpage at https://www.traviscountytx.gov/health-human-services/cdbg or available for review at any of the six Travis County Community Centers listed below:

Travis County Community Center at Del Valle	3518-D FM South 973, Del Valle, TX 78617
Travis County Community Center at Pflugerville	15822 Foothills Farm Loop, Bldg. D, Pflugerville, TX 78660
Travis County Community Center at Oak Hill	8656-A Hwy 71 W., Suite A, Austin, TX 78735
Travis County Community Center at Jonestown	18649 FM 1431, Jonestown, TX 78645
Travis County Community Center at Manor	600 W. Carrie Manor, Manor, TX 78653
Travis County Community Center at Central Austin	5325 Airport Boulevard, Austin, Texas 78751

Public Hearing

The public can provide their comments by participating in a Public Hearing scheduled for **Tuesday, July 14, 2026 at 9:00 a.m.** at Travis County Commissioners Courtroom, 700 Lavaca St., First Floor, Austin, Texas 78701. Members of the public who wish to participate may appear in person or register in advance to speak remotely. The online registration portal will be open from 8:00 p.m. two nights before the meeting until 8:00 a.m. on the day of the meeting. Information and links to the registration form are available on the Commissioners Court webpage at: https://www.traviscountytx.gov/commissioners-court. The public can view the public hearing session online via a link that will be active by 9:00 a.m. on the day of the public hearing, by clicking on the Commissioners Court Voting Session link for the public hearing date at: https://traviscotx.civicclerk.com/web/home.aspx.

Mailing Your Comments

The public can also mail their comments to: CDBG Program, Travis County, HHS, P.O. Box 1748, Austin, TX 78767 or e-mail them to the CDBG program at: cdbg@traviscountytx.gov

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-854-3460 for assistance. To request that an American Sign Language or Spanish interpreter be present at the public hearing, please contact CDBG staff at least five business days in advance.

Travis County Health and Human Services
P.O. Box 1748, Austin, Texas 78767
(512) 854-3460 Fax (512) 854-7140

EL PROGRAMA DE SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG)
EL PROGRAMA DE ASOCIACIONES DE INVERSIÓN EN LA VIVIENDA (HOME) DEL CONDADO DE TRAVIS

Invitación a Comentar sobre el Plan de Acción del AP26

El Condado de Travis es elegible para recibir un estimado de $1,787,382 en fondos del Programa de Subvención en Bloque para el Desarrollo Comunitario (CDBG) y un estimado de $567,775.74 en fondos del Programa de Asociaciones de Inversión en la Vivienda ("HOME") del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD), para beneficiar a residentes de ingresos bajos y moderados del Condado de Travis que viven en las áreas no incorporadas del condado o en Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, San Leanna, Sunset Valley, Webberville y West Lake Hills. Los fondos corresponden al Año Programático 2026 (AP26), del 1 de octubre de 2026 al 30 de septiembre de 2027. Se ha preparado un Plan de Acción Anual que detalla cómo se utilizarán los fondos durante el AP26.

El público puede comentar sobre el Plan de Acción propuesto para el AP26 asistiendo a la audiencia pública o enviando sus comentarios por escrito por correo postal o a través de correo electrónico (e-mail).

Período de Comentarios y Documento en Borrador

Los comentarios se aceptarán durante un período de 30 días, **a partir del 17 de junio de 2026 a las 8:00 a. m. y hasta el 20 de julio de 2026 a las 5:00 p. m.** A partir del 17 de junio de 2026, un borrador del Plan de Acción propuesto y un resumen relacionado estarán disponibles para su descarga en la página web del programa CDBG del Condado de Travis en: https://www.traviscountytx.gov/health-human-services/cdbg/espanol, o estarán disponibles para su revisión en cualquiera de los siguientes seis Centros Comunitarios del Condado de Travis:

Travis County Community Center at Del Valle	3518-D FM South 973, Del Valle, TX 78617
Travis County Community Center at Pflugerville	15822 Foothills Farm Loop, Bldg. D, Pflugerville, TX 78660
Travis County Community Center at Oak Hill	8656-A Hwy 71 W., Suite A, Austin, TX 78735
Travis County Community Center at Jonestown	18649 FM 1431, Jonestown, TX 78645
Travis County Community Center at Manor	600 W. Carrie Manor, Manor, TX 78653
Travis County Community Center at Central Austin	5325 Airport Boulevard, Austin, Texas 78751

Audiencia Pública

El público puede presentar sus comentarios participando en una Audiencia Pública programada para el **martes 14 de julio de 2026 a las 9:00 a. m.**, en la Sala de Audiencias de la Corte de Comisionados del Condado de Travis, ubicada en 700 Lavaca St., Primer Piso, Austin, Texas 78701. Los miembros del público que deseen participar pueden asistir en persona o registrarse con anticipación para hablar de manera remota. El portal de registro en línea estará abierto desde las 8:00 p. m. dos noches antes de la reunión hasta las 8:00 a. m. del día de la reunión. La información y los enlaces al formulario de registro están disponibles en la página web de la Corte de Comisionados en: https://www.traviscountytx.gov/commissioners-court. El público podrá ver la sesión de la audiencia pública en línea mediante un enlace que estará activo, a más tardar, a las 9:00 a. m. del día de la audiencia pública, haciendo clic en el enlace de la Sesión de Votación de la Corte de Comisionados correspondiente a la fecha de la audiencia pública en: https://traviscotx.civicclerk.com/web/home.aspx.

Envío de Comentarios

El público también puede enviar sus comentarios por correo postal a: CDBG Program, Travis County HHS, P.O. Box 1748, Austin, TX 78767; o bien, por correo electrónico al programa de CDBG en: cdbg@traviscountytx.gov

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 512-854-3460. Para solicitar que un intérprete de Lenguaje Americano por Signos (American Sign Language) o en español esté presente durante la audiencia pública, por favor comunicares con personal de CDBG al menos cinco (5) días de negocio antes de la fecha de la audiencia.

Attachment C

Travis County Health and Human Services
P.O. Box 1748, Austin, Texas 78767
(512) 854-3460 Fax (512) 854-7140

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

Invitation to Comment on the Draft of the Program Year 2025 CDBG/HOME Consolidated Annual Performance and Evaluation Report (CAPER)

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG) and HOME Investment Partnerships ("HOME") programs, Travis County will make available to the public its Program Year 2025 CDBG/HOME annual report known as the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1, 2025, to September 30, 2026, and describes progress made in carrying out the CDBG and HOME projects. This report will be submitted to the U.S. Department of Housing and Urban Development to meet federal requirements.

Comment Period and Draft Document

Comments will be accepted for 15 days **beginning November 4, 2026, at 8:00 a.m. and ending November 19, 2026, at 5:00 p.m.** Beginning November 4, 2026, a draft document will be available for download on the Travis County CDBG page https://www.traviscountytx.gov/health-human-services/cdbg, and also available for review at any of the six Travis County Community Centers listed below:

Travis County Community Center at Del Valle	3518-D FM South 973, Del Valle, TX 78617
Travis County Community Center at Pflugerville	15822 Foothills Farm Loop, Bldg. D, Pflugerville, TX 78660
Travis County Community Center at Oak Hill	8656-A Hwy 71 W., Suite A, Austin, TX 78735
Travis County Community Center at Jonestown	18649 FM 1431, Jonestown, TX 78645
Travis County Community Center at Manor	600 W. Carrie Manor, Manor, TX 78653
Travis County Community Center at Central Austin	5325 Airport Boulevard, Austin, Texas 78751

Public Hearing

The public can provide their comments by participating in a Public Hearing scheduled for **Tuesday, November 17, 2026, at 9:00 a.m.** at Travis County Commissioners Courtroom, 700 Lavaca St., First Floor, Austin, Texas 78701. Members of the public who wish to participate may appear in person or register in advance to speak remotely. The online registration portal will be open from 8:00 p.m. two nights before the meeting until 8:00 a.m. on the day of the meeting. Information and links to the registration form are available on the Commissioners Court webpage at: https://www.traviscountytx.gov/commissioners-court. The public can view the public hearing session online via a link that will be active by 9:00 a.m. on the day of the public hearing, by clicking on the Commissioners Court Voting Session link for the public hearing date at: https://traviscotx.civicclerk.com/web/home.aspx.

Mailing Comments

The public can also mail their comments to: CDBG Program, Travis County HHS, P.O. Box 1748, Austin, TX 78767; or e-mail them to the CDBG program at: cdbg@traviscountytx.gov

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-854-3460 for assistance. To request that an American Sign Language or Spanish interpreter be present at the public hearing, please contact CDBG staff at least five business days in advance.

Travis County Health and Human Services
P.O. Box 1748, Austin, Texas 78767
(512) 854-3460 Fax (512) 854-7140

EL PROGRAMA DE SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG)
EL PROGRAMA DE ASOCIACIONES DE INVERSIÓN EN LA VIVIENDA (HOME) DEL CONDADO DE TRAVIS

Invitación para Comentar sobre la versión Preliminar del Informe Anual Consolidado de Desempeño y Evaluación de CDBG/HOME para el Año Programático 2025

Como parte del proceso continuo del Condado de Travis relacionado con la participación pública en el Programa de Subvención en Bloque para el Desarrollo Comunitario (conocido como CDBG, por sus siglas en inglés) y el Programa de Asociaciones de Inversión en la Vivienda ("HOME", por sus siglas en inglés), el Condado de Travis pondrá a disposición del público el informe anual del programa CDBG/HOME para el Año Programático 2025, conocido como el Informe Anual Consolidado de Desempeño y Evaluación (CAPER, por sus siglas en inglés).

El informe CAPER cubre un período desde el 1 de octubre de 2025 hasta el 30 de septiembre de 2026, y describe el progreso logrado en la ejecución de los proyectos de los programas CDBG y HOME. Este informe será presentado al Departamento de Vivienda y Desarrollo Urbano de EE.UU. para cumplir con los requisitos federales.

Período de Comentarios y Documento en Borrador

Se aceptarán comentarios durante 15 días **a partir del 4 de noviembre de 2026 a las 8:00 a.m. hasta el 19 de noviembre de 2026 a las 5:00 p.m.** A partir del 4 de noviembre de 2026, la versión preliminar del documento estará disponible para ser descargada de la página web del programa CDBG del Condado de Travis en https://www.traviscountytx.gov/health-human-services/cdbg/espanol, y también estará disponible para ser consultada en cualquiera de los seis centros comunitarios del Condado de Travis:

Travis County Community Center at Del Valle	3518-D FM South 973, Del Valle, TX 78617
Travis County Community Center at Pflugerville	15822 Foothills Farm Loop, Bldg. D, Pflugerville, TX 78660
Travis County Community Center at Oak Hill	8656-A Hwy 71 W., Suite A, Austin, TX 78735
Travis County Community Center at Jonestown	18649 FM 1431, Jonestown, TX 78645
Travis County Community Center at Manor	600 W. Carrie Manor, Manor, TX 78653
Travis County Community Center at Central Austin	5325 Airport Boulevard, Austin, Texas 78751

Audiencia Pública

El público puede presentar comentarios asistiendo a una audiencia pública el **martes, 17 de noviembre de 2026 a las 9:00 a.m**. en el Travis County Commissioners Courtroom, 700 Lavaca St., piso primero, Austin, Texas 78701. Los miembros del público que deseen participar pueden asistir en persona o registrarse con anticipación para hablar de manera remota. El portal de registro en línea estará abierto desde las 8:00 p.m. dos noches antes de la reunión hasta las 8:00 a.m. del día de la reunión. La información y los enlaces al formulario de registro están disponibles en la página web de la Corte de Comisionados en: https://www.traviscountytx.gov/commissioners-court. El público podrá ver la sesión de la audiencia pública en línea mediante un enlace que estará activo, a más tardar, a las 9:00 a.m. del día de la audiencia pública, haciendo clic en el enlace de la Sesión de Votación de la Corte de Comisionados correspondiente a la fecha de la audiencia pública en: https://traviscotx.civicclerk.com/web/home.aspx.

Envío De Comentarios

El público también puede enviar comentarios por correo postal a: CDBG Program, Travis County HHS, P.O. Box 1748, Austin, TX 78767; o por correo electrónico a: cdbg@traviscountytx.gov

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 512-854-3460. Para solicitar que un intérprete de Lenguaje Americano por Signos (American Sign Language) o en español esté presente durante la audiencia pública, por favor comunicares con personal de CDBG al menos cinco (5) días de negocio antes de la fecha de la audiencia.

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action to approve a revised memorandum of understanding (MOU), which outlines the collaborative partnership between Travis County and the Texas Department of Housing and Community Affairs (TDHCA) for the administration of wage compliance for supportive housing projects receiving LFRF funds from Travis County and HOME Arp funds from TDHCA. (Judge Brown & Commissioner Gómez)

Prepared By/Phone Number: Monique Coleman, Division Manager, 512-854-1604
Elected/Appointed Official or Department Head: Pilar Sanchez
Commissioners Court Sponsor(s): Judge Andy Brown and Commissioner Margaret Gómez
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
The Travis County Supportive Housing Division and TDHCA have agreed to work together on the administration of wage compliance for the SAFE Alliance's Lancaster and Life Works, The Works III at Tillery projects receiving HOME Arp funds and ARPA-LFRF funds from Travis County.

Travis County will not request a monetary fee for the use of its wage compliance software, LCP Tracker. The goal of the collaboration is to allow TDHCA to fully administer Davis-Bacon requirements, which are triggered by the acceptance of HOME Arp funds. Travis County's compliance monitors will continue to administer their review process, while allowing TDHCA to confirm Davis-Bacon wage compliance requirements. Both teams will have full access to the applicable projects.

On January 6, 2026, the Court approved the first revision, which was requested by TDHCA to change authorized users specified in the MOU Attachment A. Staff had an oversight and inadvertently omitted adding language to the MOU to convey user access to a second SHIP project. Following TDHCA's December 2025 closing and issuance of the notice to proceed for the Life Works – The Works III at Tillery project, TDHCA will also be given LCP Tracker access to the Life Works SHIP project. Approval of this agenda item will allow TDHCA's new users to have access to the SAFE Alliance and Life Works projects. Please note the MOU language revision as shown below.

Staff Recommendations:
Staff recommends approval of this request.

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
N/A

Required Authorizations:
Pilar Sanchez, TCHHS County Executive
cc:
Kate Fite, Ann Greenberg, Prema Gregerson, Kinski Moss County Attorney's Office
Jessica Rio, Travis Gatlin, and Michelle Surka, PBO
C.W. Bruner, and Bridgett Bradshaw, Purchasing Office
Patti Smith, Kelly Allen, David Jungerman, Angel Candelario, Auditor's Office
Monique Coleman, HHS

Attachments:
1. 1-27-2026-Agenda Item-TDHCA MOU Revision2-with backup

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: January 27, 2026

Agenda Language: Consider and take appropriate action to approve a revised memorandum of understanding (MOU), which outlines the collaborative partnership between Travis County and the Texas Department of Housing and Community Affairs (TDHCA) for the administration of wage compliance for supportive housing projects receiving LFRF funds from Travis County and HOME Arp funds from TDHCA.

Prepared By/Phone Number: Monique Coleman, Supportive Housing Division Director, (512) 854-1604

Elected/Appointed Official or Department Head: Pilar Sanchez, County Executive of Travis County Health and Human Services and AgriLife Extension

Commissioners Court Sponsor(s): Judge Andy Brown and Commissioner Margaret Gómez

Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request and Attachments:
The Travis County Supportive Housing Division and TDHCA have agreed to work together on the administration of wage compliance for the SAFE Alliance's Lancaster and Life Works, The Works III at Tillery projects receiving HOME Arp funds and ARPA-LFRF funds from Travis County.

Travis County will not request a monetary fee for the use of its wage compliance software, LCP Tracker. The goal of the collaboration is to allow TDHCA to fully administer Davis-Bacon requirements, which are triggered by the acceptance of HOME Arp funds. Travis County's compliance monitors will continue to administer their review process, while allowing TDHCA to confirm Davis-Bacon wage compliance requirements. Both teams will have full access to the applicable projects.

On January 6, 2026, the Court approved the first revision, which was requested by TDHCA to change authorized users specified in the MOU Attachment A. Staff had an oversight and inadvertently omitted adding language to the MOU to convey user access to a second SHIP project. Following TDHCA's December 2025 closing and issuance of the notice to proceed for the Life Works – The Works III at Tillery project, TDHCA will also be given LCP Tracker access to the Life Works SHIP project. Approval of this agenda item will allow TDHCA's new users to have access to the SAFE Alliance and Life Works projects. Please note the MOU language revision as shown below.

Staff Recommendations: Staff recommends approval of this request.

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytx.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

Revised 17-12-05

Issues and Opportunities: N/A

Fiscal Impact and Source of Funding: N/A

Required Authorizations:
Pilar Sanchez, TCHHS County Executive
cc:
Kate Fite, Ann Greenberg, Prema Gregerson, Kinski Moss County Attorney's Office
Jessica Rio, Travis Gatlin, and Michelle Surka, PBO
C.W. Bruner, and Bridgett Bradshaw, Purchasing Office
Patti Smith, Kelly Allen, David Jungerman, Angel Candelario, Auditor's Office
Monique Coleman, HHS

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytx.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

DATA SHARING AGREEMENT BETWEEN
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AND
TRAVIS COUNTY

This Data Sharing Agreement ("Agreement") is entered into effective as of the date of the last signature of the Parties ("Effective Date"), by and between Texas Department of Housing and Community Affairs ("TDHCA") and Travis County, a political subdivision of the State of Texas ("County"), (each a "Party" and collectively, the "Parties"). The purpose of this Agreement is to provide for the sharing of worker wage data between County and the TDHCA in furtherance of the Davis-Bacon Act and other wage and hour related laws.

WHEREAS, County contracts with LCPtracker, Inc. ("LCP") for a services platform to assist in wage and hour compliance monitoring for supportive housing projects;

WHEREAS, TDHCA and County are funding sources for the SAFE Alliance Supportive Housing project as approved by the Travis County Commissioners Court on April 2, 2024 and the Life Works Supportive Housing project as approved by the Court on September 17, 2024; and

WHEREAS, TDHCA desires to utilize the Travis County LCP Tracker system and to collect information and certified payroll reports from the LCP Tracker system; and

WHEREAS, Federal regulations require TDHCA and County to obtain certified payroll information from subrecipient contractors; and

WHEREAS, County, in an effort to improve the efficiency of and oversight of certified payroll report submissions and compliance, desires to provide TDHCA access to County-contracted software, referred to as the LCP Tracker system ("System"), through user names and passwords provided by the County.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, terms, and conditions herein contained, TDHCA and County agree as follows:

1.0 Acknowledgments. The parties acknowledge and agree that:

1.1 All personal identifying information that is entered into, or resides on, the System is PII.

1.2 The use and disclosure of PII is restricted by law.

1.3 Access to PII shall be limited to persons authorized to access such information.

1.4 PII will be stored and transmitted in a secure manner, and in accordance with state and federal laws and regulations.

1.5 The Parties will comply with the Constitutions of the United States of America 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.

2.0 County Responsibilities. County shall have the following responsibilities:

2.1 Provide TDHCA access to the System.

2.2 Provide TDHCA authorized person(s) with usernames and passwords to access the System pursuant to this Agreement.

3.0 TDHCA Responsibilities. TDHCA shall have the following responsibilities:

3.1 Use or disclose the PII only as permitted by this Agreement and/or as required by law.

3.2 Employ appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of PII in a manner other than as permitted by this Agreement or required by law.

3.3 Employ appropriate administrative, physical, and technical safeguards to prevent the unauthorized use or disclosure of confidential usernames and passwords.

3.4 Report to County, in writing, any use or disclosure of the PII that is not permitted by this Agreement or required by law or any unauthorized use or disclosure of confidential usernames and passwords within two (2) days of becoming aware of any such violation.

3.5 TDHCA is responsible for its and its authorized persons' compliance with all Applicable Law in the use of the System. LCP and County shall have no liability for TDHCA or its authorize persons input of data or use of LCP. TDHCA agrees that it (a) will confirm the accuracy of any bulk upload/API/data migration/auto-geo assignment integration into the system, and (b) further understands that bulk uploads/API/data migration/auto-geo assignments are effective only as of the date of the upload(s)/migration(s). TDHCA accepts that auto-geo-assignments, based upon coordinates in the KML supplied by TDHCA and County to LCP, may have auto-correction applied to the file to close a boundary if there are any incomplete polygons. A third-party system is utilized to obtain geographical coordinates that are used to determine if a workers address falls within the boundaries defined by the County provided KML-file. LCP does not guarantee the accuracy of this third-party system.

4.0 Access.

4.1 As set forth in Section 2, access to LCP is strictly limited to authorized persons. A list of authorized persons is attached hereto and expressly made a part of this Agreement, and is incorporated herein by reference.

4.2 No additional person shall be granted access to LCP until they have been informed of their obligations under this Agreement.

5.0 Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas and is performable in Travis County, Texas.

6.0 Termination of Agreement. This Agreement may be terminated at any time by either Party by providing the other Party with thirty (30) days' written notice. Unless terminated by written notice, this Agreement will terminate on March 30, 2027.

7.0 Miscellaneous.

7.1 Surviving Terms. Termination of this Agreement shall not relieve either party from the obligation to perform it duties through the effective date of such termination or to perform such obligations as may survive termination.

7.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding between County and TDHCA as it relates to the subject matter hereof, and supersedes and merges all prior discussions.

7.3 Amendment. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing, signed by both Parties. It is acknowledged that no officer, agent, employee or representative of County has any authority to change the terms of this Agreement unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action of the Commissioners Court.

7.4 Severability.

7.4.1 Each covenant set forth herein constitutes a separate agreement that is independently supported by good and adequate consideration and shall be severable from the other provisions of this Agreement.

7.4.2 In the event that any of the previous provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any

other provision thereof, and this Agreement shall be construed as if such invalidity or unenforceable provision was never contained herein.

7.5 Successors and Assigns. This Agreement is solely for the benefit of County, its successors and its assigns. TDHCA is not authorized to sell, transfer, or convey its rights under this Agreement, including any usernames or passwords, to any other person.

7.6 Waiver of Breaches and Defenses; Reservation of Rights.

7.6.1 The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

7.6.2 If any Party to this Agreement breaches this Agreement, the other Party shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of County and TDHCA under this Agreement are specifically reserved, and the exercise or failure to exercise any right or remedy in this Agreement by County or TDHCA 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.

7.6.3 It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

8.0 Notices. Any notices required or permitted hereunder shall be addressed to:

Travis County

Pilar Sanchez, County Executive
(or successor)
Travis County Health & Human Svcs.
P. O. Box 1748
Austin, Texas 78767

TDHCA:	Physical Address: 221 E. 11th Street, Austin, TX 78701 Mailing Address: P.O. Box 13941, Austin, Texas 78711-3941 Attention: Director of Information Services

Notice to either Party shall be deemed received upon personal delivery or if sent by certified or registered mail, five (5) days after the date of mailing.

9.0 **Calculation of Days.** Any reference to 'days' in this Agreement shall mean business days.

10.0 **County Public Purpose**. By execution of this Agreement, the Commissioners Court hereby finds that the act of data sharing under the terms of this Agreement constitutes a significant public benefit, positively impacting members of the population which the County serves. The Commissioners Court further finds that the act of data sharing will advance the public purpose of addressing certain health and human services issues, problems and needs.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

_____
Larry Mercadel, Jr.
Director of Information Systems

_____
Date

TRAVIS COUNTY

_____
Andy Brown
Travis County Judge

_____
Date

ATTACHMENT A

TDHCA AUTHORIZED PERSONS

Naomi Cantu, HOME American Rescue Plan Director
Darryl Taguacta, HOME-ARP Contract Manager
Oscar Saenz, Subrecipient Monitor
Mercedes Nunez, Subrecipient Monitor

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action to approve an extension of the Interlocal Agreement between Travis County and the City of Austin for the provision of Public Health Services, Contract #4400001726 through March 31, 2026, in order to allow continuation of services and contract negotiations (Judge Brown & Commissioner Gómez).

Prepared By/Phone Number: Ana Almaguel, Public Health Division Director ,
Elected/Appointed Official or Department Head: Pilar Sanchez
Commissioners Court Sponsor(s): Judge Andy Brown and Commissioner Margaret Gomez
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
City and County have historically operated to collaboratively provide public health services throughout Travis County and the City of Austin.
The Interlocal Agreement between Travis County and the City of Austin ("Agreement") is designed to provide more efficient administration of public health services for county residents. The Agreement covers the following services: Quality of Life, Austin Healthy Adolescents, Comprehensive Public Health Planning, Chronic Disease, Environmental Health Services: Prevention and Control, Communicable Disease, Information, Referral and Permitting, Rodent Vector Control, and Health and Safety Code Compliance, Epidemiology and Public Health Preparedness, Health Authority, Immunizations, and Injury Prevention.

The parties are reviewing all documents regarding updated cost models and calculations, in addition to the work statements, but will be unable to conclude their review on a timely basis. Therefore, the parties have agreed to renew the Agreement for an additional two-month period (from February 1 2026, through March 31, 2026) to prevent the Agreement from lapsing and during which time the parties anticipate finalizing their review and will be able to execute an amended Agreement for fiscal year 2026.

Staff Recommendations:
The staff of Travis County Health and Human Services ("HHS") is recommending that the Court authorize the County Executive of HHS to continue negotiations and provision of services until all City and County staff finalize the contract documents.

Once all documents are reviewed and finalized, HHS will present the final Agreement to Commissioners Court for final approval of the FY26 Interlocal Agreement.

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
Current County funding for the Interlocal Agreement is a not-to-exceed amount of $6,908,391, with $6,669,269 in Cost Center 1580080001 GL 511380, and $239,222 in Cost Center 1580360138 GL 511440. Funds totaling $6,690,592 are available in the Department's FY 2026 budget. Since the Agreement has not been finalized yet, HHS staff expects that all expenses charged to the County will remain in adherence to last year's budget.

Sources of Funding: Cost Center/GL: 1580080001 / 511380 and 1580360138 / 511440

Required Authorizations:
Pilar Sanchez, Commissioner Gomez, and Judge Brown

Attachments:
1. 2026.1.15_REN_10th Renewal to Public Health ILA_CLEAN

TENTH RENEWAL OF THE AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY FOR PUBLIC HEALTH SERVICES

This Tenth Renewal ("Renewal") of the Amended and Restated Interlocal Cooperation Agreement ("Agreement") is entered into by the following parties: City of Austin, a home-rule municipal corporation and political subdivision of the State of Texas ("City") and Travis County, a political subdivision of the State of Texas ("County") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an agreement effective October 1, 2013 (the "Original Agreement"). The Original Agreement has been amended and renewed multiple times;

WHEREAS, the Parties entered into an Amended and Restated Agreement (the "Agreement"), with the initial term beginning October 1, 2021, and ending on September 30, 2022 ("Initial Term");

WHEREAS, the Parties renewed the Agreement for a three-month term beginning October 1, 2022, and continuing through December 31, 2022 ("First Renewal Term");

WHEREAS, the Parties renewed the Agreement for a three-month term, beginning January 1, 2023, and ending on March 31, 2023 ("Second Renewal Term") with the terms and conditions of the Agreement, including all attachments, being retroactively effective to October 1, 2022;

WHEREAS, the Parties renewed the Agreement for a six-month term, beginning April 1, 2023, and ending on September 30, 2023 ("Third Renewal Term") with the terms and conditions of the Agreement, including all attachments, being retroactively effective to October 1, 2022;

WHEREAS, the Parties renewed the Agreement for a two-month term, beginning October 1, 2023, and ending on November 30, 2023 (Fourth Renewal Term") with the terms and conditions of the Agreement, including all attachments, being retroactively effective to October 1, 2023;

WHEREAS, the Parties renewed the Agreement for a ten-month term, beginning December 1, 2023, and ending on September 30, 2024 ("Fifth Renewal Term") with the terms and conditions of the Agreement, including all attachments, being retroactively effective to October 1, 2023;

WHEREAS, the Parties renewed the Agreement for a four-month term, beginning October 1, 2024, and ending on January 31, 2025 (the "Sixth Renewal Term") with the terms and conditions of the Agreement, including all attachments, being retroactively effective to October 1, 2024;

WHEREAS, the Parties renewed the Agreement for a two-month term, beginning February 1, 2025, and ending on March 31, 2025 ("Seventh Renewal Term") with the terms and conditions of the Agreement, including all attachments, being retroactively effective to October 1, 2024;

WHEREAS, the Parties renewed the Agreement for a six-month term, beginning April 1, 2025, and continuing through September 30, 2025 ("Eighth Renewal Term") with the terms and conditions of the Agreement, including all attachments, being retroactively effective to October 1, 2024;

WHEREAS, the Parties renewed the Agreement for a four-month term, beginning October 1, 2025, and continuing through January 31, 2026 ("Ninth Renewal Term") with terms and conditions of the Agreement, including all attachments, being retroactively effective to October 1, 2024.

WHEREAS, the Parties desire to renew the Agreement for a two-month term, beginning February 1, 2026, and continuing through March 31, 2026 (“Tenth Renewal Term”) with the terms and conditions of the Agreement, including all attachments, being retroactively effective to October 1, 2024, except for those amendments agreed upon in the Ninth Renewal and Sixth Amendment of the Amended and Restated Interlocal Cooperation Agreement;

NOW, THEREFORE, in consideration of these recitals and mutual covenants in this Renewal, the Parties agree as follows:

1.0 RENEWAL

1.1 The Parties agree to renew the Agreement for a two-month term beginning February 1, 2026, and continuing through March 31, 2026 (the "Tenth Renewal Term"), unless earlier terminated pursuant to the terms of the Agreement.

1.2 Ratification. The Parties agree to ratify continuation of the Parties′ rights and obligations under the Agreement from October 1, 2024, except for those amendments agreed upon in the Ninth Renewal and Sixth Amendment of the Amended and Restated Interlocal Cooperation Agreement until execution by both Parties of this Renewal.

1.3 All terms and conditions of the Agreement remain in full force and effect during the Tenth Renewal Term unless amended by the Parties by written agreement.

2.0 INCORPORATION

2.1 City and County hereby incorporate the Agreement into this Renewal. Except for the changes made in this Renewal, City and County hereby ratify all the terms and conditions of this Agreement. The Agreement, with the changes made in this Renewal, constitutes the entire agreement between the Parties and supersedes any prior undertaking, written or oral agreements, or representations between the Parties.

3.0 EFFECTIVE DATE

3.1 This Renewal is effective once it is approved and signed by both Parties. The Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties.

4.0 Except as amended above, the Agreement, as modified, shall remain in full force and effect, being hereby ratified, approved and affirmed.

BY THE SIGNATURES affixed below, this Renewal is hereby incorporated into and made a part of the Agreement.

[Signature Page to Follow]

CITY OF AUSTIN

By: _____
Printed Name: Stephanie Hayden-Howard
Title: Assistant City Manager Date: _____

Austin Public Health

By: _____
Printed Name: Adrienne Sturrup
Title: Director Date: _____

TRAVIS COUNTY

By: _____
Andy Brown
Travis County Judge Date: _____

County Approvals:

As To Legal Form: _____ Date: _____
Assistant County Attorney

Funds Certified By: _____ Date: _____
Patti Smith,
County Auditor

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action to approve an extension of the Interlocal Agreement between Travis County and the City of Austin for the provision of Animal Services, Contract #4400001725 through April 30, 2026, in order to allow continuation of services and contract negotiations (Judge Brown & Commissioner Gómez)

Prepared By/Phone Number: Ana Almaguel, Public Health Division Director ,
Elected/Appointed Official or Department Head: Pilar Sanchez
Commissioners Court Sponsor(s): Judge Brown and Commissioner Gomez
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
City and County have historically operated to collaboratively provide Animal Services throughout Travis County and the City of Austin.

The Interlocal Agreement between Travis County and the City of Austin ("Agreement") is designed to provide more efficient administration of animal services for county residents, and to allow the City and the County to combine resources and capabilities in providing a collaborative animal control enforcement, shelter services, and wildlife management program. These programs serve a regional populace in the identification and vaccination of domestic pets, the maintenance of shelter facilities, and the control of animals at large (both domestic and wild).

The parties are reviewing all documents regarding updated cost models and calculations, in addition to the work statements, but will be unable to conclude their review on a timely basis. Therefore, the parties have agreed to renew the Agreement for an additional three-month period (from February 1, 2026 through April 30, 2026) to prevent the Agreement from lapsing and during which time the parties anticipate finalizing their review and will be able to execute an amended Agreement for fiscal year 2026.

Staff Recommendations:
The staff of Travis County Health and Human Services ("HHS") is recommending that the Court authorize the County Executive of HHS to continue negotiations and provision of services until all City and County staff finalize the contract documents. Once all documents are reviewed and finalized, HHS will present the final Agreement to Commissioners Court for final approval of the FY26 Interlocal Agreement.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:
Current County funding for the Interlocal Agreement is a not-to-exceed amount of $3,719,060 in Cost Center 1580080001 GL 511440. We have an encumbrance for the FY26 proposed amount of $3,578,574. Since the Agreement has not been finalized yet, HHS staff expects that all expenses charged to the County will remain in adherence to last year's budget.

Source of Funding: Cost Center 1580080001 GL 511440

Required Authorizations:
Pilar Sanchez, Commissioner Gomez, and Judge Brown

Attachments:
1. 2026.1.15_REN_10th_Animal Services ILA 10th Renewal_CLEAN

TENTH RENEWAL OF THE AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY FOR ANIMAL SERVICES

This Tenth Renewal ("Renewal") of the Amended and Restated Interlocal Cooperation Agreement ("Agreement") is entered into by the following parties: City of Austin, a home-rule municipal corporation and political subdivision of the State of Texas ("City") and Travis County, a political subdivision of the State of Texas ("County").

RECITALS

WHEREAS, the Parties entered into an agreement effective October 1, 2013 (the "Original Agreement"). The Original Agreement has been amended and renewed multiple times; and

WHEREAS, the Parties entered into an amended and restated agreement, with the initial term beginning October 1, 2021, and ending on September 30, 2022 ("Initial Term"); and

WHEREAS, the Parties renewed the Agreement for a three-month term beginning October 1, 2022, and continuing through December 31, 2022 ("First Renewal Term"); and

WHEREAS, the Parties renewed and amended the Agreement for a nine-month term, beginning January 1, 2023, and ending on September 30, 2023 ("Second Renewal Term"), with the terms and conditions of the Agreement, including all attachments, being retroactively effective to October 1, 2022; and

WHEREAS, the Parties renewed the Agreement for a two-month term, beginning October 1, 2023, and ending on November 30, 2023 ("Third Renewal Term"), with the terms and conditions of this Agreement, including all attachments, being retroactively effective to October 1, 2023; and

WHEREAS, the Parties renewed the Agreement for an additional two-month term beginning December 1, 2023 and continuing through January 31, 2024 ("Fourth Renewal Term") with the terms and conditions of this Agreement, including all attachments, being retroactively effective to October 1, 2023; and

WHEREAS, the Parties renewed and amended the Agreement for an eight-month term, beginning February 1, 2024, and ending on September 30, 2024 ("Fifth Renewal Term"), with the terms and conditions of this Amendment, including all attachments, being retroactively effective to October 1, 2023; and

WHEREAS, the Parties renewed the Agreement for a four-month term, beginning October 1, 2024, and ending January 31, 2025 ("Sixth Renewal Term"), while the Parties finalized negotiation of the Agreement;

WHEREAS, the Parties renewed the Agreement for a three-month term beginning February 1, 2025, and ending April 30, 2025 ("Seventh Renewal Term"); and

WHEREAS, the Parties renewed and amended the Agreement for a five-month term, beginning May 1, 2025, and ending on September 30, 2025 ("Eighth Renewal Term"); and

WHEREAS, the Parties renewed the Agreement for a four-month term, beginning October 1, 2025, and ending on January 31, 2026 ("Ninth Renewal Term"); and

WHEREAS, the Parties desire to renew the Agreement for a three-month term, beginning February 1, 2026, and continuing through April 30, 2026 ("Tenth Renewal Term") with the terms and conditions of the Agreement, including all attachments, being retroactively effective to October 1, 2024, except for those amendments agreed upon in the Fourth Amendment and Ninth Renewal of the Amended and Restated Interlocal Cooperation Agreement;

NOW, THEREFORE, in consideration of these recitals and mutual covenants in this Renewal, the Parties agree as follows:

1.0 RENEWAL

1.1 The Parties agree to renew the Agreement for a three-month term beginning February 1, 2026, and continuing through April 30, 2026 (the "Tenth Renewal Term"), unless earlier terminated pursuant to the terms of the Agreement.

2.0 INCORPORATION

2.1 City and County hereby incorporate the Agreement and all prior amendments into this Renewal. Except for the changes made in this Renewal, City and County hereby ratify all the terms and conditions of this Agreement. The Agreement, with the changes made in this Renewal, constitutes the entire agreement between the Parties and supersedes any prior undertaking, written or oral agreements, or representations between the Parties.

3.0 EFFECTIVE DATE

3.1 This Renewal is effective October 1, 2024, once it is approved and signed by both Parties. The Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties.

4.0 RATIFICATION

4.1 The Parties agree to ratify the provision of services under this Agreement from October 1, 2024, to the date of execution by all Parties of this Renewal, except for those amendments agreed upon in the Fourth Amendment and Ninth Renewal of the Amended and Restated Interlocal Cooperation Agreement.

5.0 Except as amended above, the Agreement, as modified, shall remain in full force and effect, being hereby ratified, approved and affirmed.

BY THE SIGNATURES affixed below, this Renewal is hereby incorporated into and made a part of the Agreement.

[Signature Page to Follow]

CITY OF AUSTIN

By: _____
Printed Name: Susana Carbajal

Title: Assistant City Manager Date: _____

City of Austin Animal Services Officer

By: _____
Printed Name: _____
Title: Chief of Austin Animal Services Date: _____

TRAVIS COUNTY

By: _____
Andy Brown
Travis County Judge Date: _____

County Approvals:

As To Legal Form: _____ Date: _____
Assistant County Attorney

Funds Certified By: _____ Date: _____
Patti Smith
County Auditor

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on a nomination to the Travis Central Appraisal District Board of Directors. (Judge Brown)

Prepared By/Phone Number: Julie Wheeler, Intergovernmental Relations Officer, (512) 854-4774
Elected/Appointed Official or Department Head: Julie Wheeler
Commissioners Court Sponsor(s): Judge Andy Brown
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on the implementation of the SB 3 grant program. (Commissioners Travillion & Shea)

Prepared By/Phone Number: Julie Wheeler, Intergovernmental Relations Officer, (512) 854-4774
Elected/Appointed Official or Department Head: Julie Wheeler
Commissioners Court Sponsor(s): Commissioner Brigid Shea and Commissioner Jeffrey Travillion
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on the following grant Letters of Intent, contracts and related special budgets, and permissions to continue:
Any other necessary grant applications, letters of support or grant awards attached to Commissioners Court backup for this Agenda item.
Prepared By/Phone Number: Sadia Tirmizi, Grants Manager, (512) 854-9508
Elected/Appointed Official or Department Head: Julie Wheeler
Commissioners Court Sponsor(s): Judge Brown
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
Please see attached backup.

Staff Recommendations:
Grants Administration recommends approval of all items.

Issues and Opportunities:
Please see attached backup.

Fiscal Impact and Source of Funding:
Please see attached backup.

Required Authorizations:
Julie Wheeler, Intergovernmental Relations Officer

Attachments:
1. Grant Applications

Grant Application Status Report
Week of 1/12/2026

Status	Department	Grant Title	Number of Positions	Proposal Dollar Amount
Application Submitted	District Attorney	General Victim Assistance Grant Program, FY 2026	1.00	$ 65,684
	Emergency Services	Firehouse Subs		$ 23,416
	Information Technology Services	State and Local Cybersecurity Grant Program - Workforce Development	-	$ 100,000
	Information Technology Services	State and Local Cybersecurity Grant Program - Assessment and Evaluation	-	$ 100,000
	Transportation and Natural Resources	CAMPO Project Call	-	$ 504,000
	Transportation and Natural Resources	Outdoor Recreation Legacy Partnership Program 2025		$ 14,788,750
	Transportation and Natural Resources	Transportation Alternatives Set-Aside	-	$ 576,000
	Juvenile Probation	Pot of Gold Program		$ 6,000
Application Submitted Total			**1.00**	**$ 16,163,850**
Notified - Denied	Emergency Services	Environmental and Climate Justice Community Change Grants Program	-	$ -
	Intergovernmental Relations Office	Climate Pollution Reduction Grants Program: Implementation Grants (General Competition)	1.00	$ 49,990,000
	Transportation and Natural Resources	Environmental and Climate Justice Community Change Grants Program	-	$ 8,700,000
	Transportation and Natural Resources	Governmental Alternative Fuel Fleet Program	-	$ 202,400
	Transportation and Natural Resources	Community Wildfire Defense Grant 2024 (FY25) South	13.00	$ 8,000,000
	Community Legal Services	Springboard Prize for Child Welfare		$ 400,000
	Constable 2	Selective Traffic Enforcement Program	-	$ 56,524
Notified - Denied Total			**14.00**	**$ 67,348,924**
Notified - Awarded	Health and Human Services	Specialty Courts Grant Program, FY 2026	-	$ 153,000

Grant Application Status Report
Week of 1/12/2026

Status	Department	Grant Title	Number of Positions	Proposal Dollar Amount
Notified - Awarded	Juvenile Probation	FY26 National School Lunch Program	-	$ 178,652
	Criminal Courts	FY2025 Formula Grant Program	-	$ 638,590
	County Attorney	FY26 Traffic Safety Program		$ 142,943
	County Attorney	Other Victim Assistance Grant	1.00	$ 99,000
Notified - Awarded Total			**1.00**	**$ 1,212,185**
In-progress	District Attorney	Enhancing Investigation and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Initiative	2.00	$ 500,000
	District Attorney	Smart Prosecution - Innovative Prosecution Solutions	1.00	$ 350,000
	District Attorney	Domestic Violence High Risk Team	1.00	$ 55,000
	Emergency Services	Homeland Security Grant Program Urban Area Security Initiative	-	$ 75,000
	Facilities Management Department	Energy Efficiency and Conservation Block Grant	-	$ 293,610
	Health and Human Services	Byrne Discretionary Community Project Grants	2.00	$ 932,000
	Health and Human Services	Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program	1.00	$ 1,600,000
	Health and Human Services	Weatherization Assistance Program	-	$ 265,043
	Health and Human Services	Program Year 2023 Community Development Block Grant	2.35	
	Health and Human Services	Specialty Courts Grant Program, FY 2025	-	$ 153,000
	Health and Human Services	Home Weatherization Readiness and Climate Proofing Pilot	-	$ 100,000
	Health and Human Services	Maternal Infant and Early Childhood Home Visiting	5.00	$ 486,959

Grant Application Status Report
Week of 1/12/2026

Status	Department	Grant Title	Number of Positions	Proposal Dollar Amount
In-progress	Health and Human Services	2024 Comprehensive Energy Assistance Program		$ 5,277,568
	Health and Human Services	23-24 Formula Cost Reimbursement Grant		$ 286,986
	Health and Human Services	2024 Comprehensive Energy Assistance Program - IIJA Supplement		$ 242,725
	Health and Human Services	2025 Comprehensive Energy Assistance Program		$ 3,537,584
	Health and Human Services	2025 Low-Income Home energy Assistance Act Weatherization Assistance Program		$ 462,714
	Health and Human Services	2025 Comprehensive Energy Assistance Program - IIJA Supplement		$ 225,200
	Health and Human Services	Formula Continuation AmeriCorps Texas Grantees 2025-2026	23.50	$ 437,498
	Information Technology Services	Statewide Automated Victim Notification Service	-	$ 35,640
	Intergovernmental Relations	Solar for All	-	$ -
	Justice Planning	Strengthening the Sixth	-	$ 100,000
	Public Defender's Office	Enhancing Youth Defense	-	$ 403,126
	Transportation and Natural Resources	Economic Development Initiative - Community Project Funding	-	$ 1,000,000
	Travis County Sheriff's Office	Paul Coverdell Forensic Science Improvement Grants Program-Competitive	-	$ 128,425
	Travis County Sheriff's Office	Motor Vehicle Crime Prevention Authority	8.00	$ 1,164,849
	Travis County Sheriff's Office	Selective Traffic Enforcement Program	-	$ 182,884
	Juvenile Probation	Fall 2024 Grants	-	$ 3,000
	County Clerk	Grant to Secure Electronic Ballot Transmission	-	$ 1,765,000

Grant Application Status Report
Week of 1/12/2026

Status	Department	Grant Title	Number of Positions	Proposal Dollar Amount
In-progress	County Clerk	Urban Area Security Initiative	-	$ 45,500
In-progress Total			**45.85**	**$ 20,109,311**
Grand Total			**61.85**	**$ 104,834,270**

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on an appointment to the Sobering Center Board of Directors. (Judge Brown)

Prepared By/Phone Number: Julie Wheeler, Intergovernmental Relations Officer, (512) 854-4774
Elected/Appointed Official or Department Head: Julie Wheeler
Commissioners Court Sponsor(s):
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on appointments to the Central Texas Regional Mobility Authority Board of Directors. (Judge Brown)

Prepared By/Phone Number: Julie Wheeler, Intergovernmental Relations Officer, (512) 854-4774
Elected/Appointed Official or Department Head: Julie Wheeler
Commissioners Court Sponsor(s): Judge Andy Brown
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Authorize the County Treasurer to invest County funds. (Judge Brown)
Prepared By/Phone Number: Reagan Grimes, Investment Manager,
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on budget amendments, transfers and discussions items, including but not limited to the following listed items, and any other necessary budget amendments and transfers attached to Commissioners Court backup for the Agenda item:

A. Request from the Public Defender's Office (PDO) to use $18,062 of realized vacancy savings to hire a temporary contracted worker while their Office Specialist is out for approved temporary leave.
B. Request from Innovative Justice and Program Analysis (IJPA) to use up to $1,500 of internal resources for recruiting and outreach and to transfer up to $13,000 from the Allocated Reserve to cover expenses for potential travel and relocation expenses associated with the recruitment process for a new County Executive of Innovative Justice and Program Analysis, in the event that these funds are needed.
C. Request from Facilities Management to Transfer Funding of $165,000 from the CAR Reserve to Replace Project Funds that were Inadvertently not Encumbered before Year-end, consisting of $100,000 for the FY 2025 Lavaca 1st Floor Briefing Room and $65,000 for the FY 2025 Del Valle Community Center.
D. Request from Facilities Management to Transfer $150,000 from the Balcones Canyonland Preservation (BCP) Fund (0115) Allocated Reserve to fund an elevator upgrade at the Wilson Parke facility.
E. Request from Emergency Services to transfer $16,760 from the Interlocal Reserve to fund the FY 2026 interlocal agreement with Emergency Services District #2 for Emergency Medical Services (EMS) response and ground ambulance transport in the unincorporated areas of Travis County that lie within ESD 2 but outside ESD 17.
F. Request from PBO to transfer $96,624 in one-time funding from the Allocated Reserve for a Planner Senior Special Project Worker (SPW) in Innovative Justice and Program Analysis (IJPA) that was authorized for FY 2026 but was inadvertently not budgeted.

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746
Elected/Appointed Official or Department Head: Jessica Rio
Commissioners Court Sponsor(s): Commissioner Gómez
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:

Please see attached documentation.

Staff Recommendations:
PBO recommends approval of these items.

Issues and Opportunities:
Please see attached documentation.

Fiscal Impact and Source of Funding:
Please see attached documentation.

Required Authorizations:
Jessica Rio, County Executive, Planning and Budget Office
Travis Gatlin, Budget Director, Planning and Budget Office

Attachments:
1. 01-27-2026 BATs FINAL

BUDGET AMENDMENTS AND TRANSFERS

FY 2026

January 27, 2026

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease
C.		0001	198000	580070	Reserves	Reserves-CAR Allocated		165,000.00
	BDRV11400011501	0001	114800	511530	Facilities Management	Building Repairs & Maintenance	100,000.00	
	BDRV11400012001	0001	114800	511530	Facilities Management	Building Repairs & Maintenance	65,000.00	
D.		0115	198000	580010	Reserves	Reserves-Allocated		150,000.00
		0115	114006	511530	Facilities Management	Building Repairs & Maintenance	150,000.00	
E.		0001	198000	580205	Reserves	Reserves-Interlocal Agreements		16,760.00
		0001	159008	511500	Emergency Medical Services	Ambulance Service	16,760.00	
F.		0001	198000	580010	Reserves	Reserves-Allocated		96,624
		0001	155001	500050	Innovative Justice & Program Analysis	Salaries-Regular Employee	65,977.00	
		0001	155001	506030	Innovative Justice & Program Analysis	Medical Insurance Benefit	13,749.00	
		0001	155001	506055	Innovative Justice & Program Analysis	Retirement Contribution-GASB 68	11,645.00	
		0001	155001	506010	Innovative Justice & Program Analysis	FICA Tax-OASDI	4,091.00	
		0001	155001	506020	Innovative Justice & Program Analysis	FICA Tax-Medicare	957.00	
		0001	155001	506060	Innovative Justice & Program Analysis	Worker's Compensation	106.00	
		0001	155001	506040	Innovative Justice & Program Analysis	Life Insurance Benefit	99.00	

OTHER

A. Request from the Public Defender's Office (PDO) to use $18,062 of realized vacancy savings to hire a temporary contracted worker while their Office Specialist is out for approved temporary leave.

B. Request from Innovative Justice and Program Analysis (IJPA) to use up to $1,500 of internal resources for recruiting and outreach and to transfer up to $13,000 from the Allocated reserve to cover expenses for potential travel and relocation expenses associated with the recruitment proces for the new County Executive of Innovative Justice and Program Analysis, in the event that these funds are needed.

PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca, Suite 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Miranda Best Campos, Planning and Budget Analyst I

DATE: January 27, 2025

RE: Request by Public Defender's Office (PDO) to use $18,062 of realized vacancy savings to hire a temporary contracted worker while their Office Specialist is on parental leave.

The PDO's most tenured Office Specialist, who serves as a receptionist among other duties, will be leaving on parental leave starting in late January 2026. The Department reports that she and three other full-time administrators are the first point of contact for clients and visitors of the Adult and Mental Health Divisions' staff and callers. With the new and larger reception space on the first floor of the University Savings Building, the Department reports needing increased staffing of the reception desk and in order to be able to continue assisting clients and community members, the Department wants to ensure there is sufficient personnel to maintain office demands while the Office Specialist is out on parental leave.

The Department requests using $18,062 in temporary salary savings to hire a temporary worker for up to 24 hours per week for 18 weeks, or 432 hours, with a bill rate of $41.81 per hour. The bill rate is based on the County's contract with WorkQuest for temporary employees and will be fulfilled by local staffing agency Peak Performers.

PDO has sufficient funds from realized vacancy savings to cover this cost and PBO recommends approval of this one-time use of temporary salary savings in order to maintain sufficient personnel coverage during this time as a result of their most tenured Office Specialist being on parental leave.

cc: Geoff Burkhart, County Executive, Community Legal Services
Adeola Ogunkeyede, Chief Public Defender
Jessica Rio, County Executive, Planning and Budget Office
Travis Gatlin, Alex Braden, PBO

TCPDO
TRAVIS COUNTY PUBLIC DEFENDER'S OFFICE

To: Commissioners Court

From: Adeola Ogunkeyede, Chief Public Defender

Date: January 12, 2026

Re: Court Approval of Request to Use Funds for a Temporary Worker

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The Public Defender's Office (PDO) is seeking Commissioners Court approval to use temporary salary savings to hire a temporary worker for up to 18 weeks/432 hours, at a total cost of $18,061.92. The PDO Adult Division's most tenured Office Specialist, who serves as a receptionist among her other duties, will be taking parental leave, likely starting in late January 2026. She and three other full-time administrators are the first point of contact for clients and visitors of the Adult and Mental Health Divisions' combined 95+ staff, as well as hundreds of callers each week. The PDO recently relocated its reception space to the first floor of the University Savings Building. The new reception space is larger, designed to seat more visitors, and serves as the entry point for visitors of both the Adult and Mental Health Divisions of the PDO. This change has required increased staffing of the reception desk. To be able to continue assisting clients and community members, we are requesting use of existing temporary salary savings to bring on a temporary part-time administrator for this period to provide reception support.

The bill rate is based on the County's contract with WorkQuest for temporary employees and will be fulfilled by local staffing agency Peak Performers.

Contract	962-S3
District	14
Classification Code	0152
Classification & Level	Administrative Assistant II (Experienced)
Bill rate per hour	$41.81
Hours per week	Up to 24
PO hours per person	432
Number of positions	1
Projected hours total	432
Total billing cost	$18,061.92

Should you have any questions about this request, please reach out to Adeola Ogunkeyede at 512-854-9876.

Cc: Geoff Burkhart, County Executive, Community Legal Services
Miranda Best Campos, Analyst, Planning & Budget Office
Joshua Lane, Financial Analyst Sr., Public Defender's Office

MAILING ADDRESS
P.O. Box 103
Austin, Texas 78767

PHYSICAL ADDRESS
1010 Lavaca St.
Austin, Texas 78701

PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca, Suite 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Miranda Best Campos, Planning and Budget Analyst I

DATE: January 27, 2026

RE: Request from Innovative Justice and Program Analysis (IJPA) use up to $1,500 of internal resources for recruiting and outreach and to transfer up to $13,000 from the Allocated Reserve to cover expenses for potential travel and relocation expenses associated with the recruitment process for a new County Executive of Innovative Justice and Program Analysis, in the event that these funds are needed.

Innovative Justice and Program Analysis (IJPA) will use up to $1,500 of internal funds for recruitment expenses that include the cost of posting for the position with professional organizations and other recruitment websites. In addition, IJPA is requesting to transfer up to $13,000 from the Allocated Reserve to cover expenses for potential travel and relocation, should they be needed. This includes up to $3,000 for potential travel expenses that may be incurred related to interviews and up to $10,000 for relocation expenses incurred by the selected candidate, should they be needed. No transfers are needed at this time since it is not known what actual expenses will be incurred. The total cost of the recruiting efforts is not to the exceed amount of $14,500.

PBO recommends approval of this request.

cc: Dr. Jacqueline VanWormer, County Executive, IJPA
Iris Suddaby, IJPA
Jessica Rio, County Executive, Planning and Budget Office
Travis Gatlin, Alex Braden, PBO

Docusign Envelope ID: 60DAD042-8168-44A5-8FF4-F0566F7DE9BF

P.O. Box 1748
Austin, Tx 78767

Department of Innovative Justice & Program Analysis
Dr. Jacqueline van Wormer, County Executive

(512) 854-4415
jacqueline.vanwormer@traviscountytx.gov
www.traviscountytx.gov

MEMORANDUM

To: Planning and Budget Office

Initial JVW

From: Dr. Jacqueline van Wormer, County Executive

Date: January 9, 2026

Subject: Request for IJPA County Executive Recruitment Expenses

Innovative Justice and Program Analysis (IJPA) is requesting Commissioners Court approval to transfer $13,000 from the Allocated Reserve to cover expenses associated with the recruitment process for a new IJPA County Executive, including funds for a reimbursement for travel as well as relocation expenses to be paid when employment begins.

IJPA requests Commissioners Court approval to reimburse candidate(s) for travel expenses not to exceed $3,000, and for a transfer of up to $3,000 from the Allocated Reserve to the Department to directly reimburse the candidate with the final amount to be determined once receipts are provided.

IJPA also requests authorization to reimburse the selected candidate for relocation expenses up to $10,000 as well as a transfer from the Allocated Reserve up to $10,000 with the final amount to be determined once receipts are provided.

IJPA will internally fund the recruitment expenses that include the cost of posting for the position with professional organizations and other recruitment websites.

CC:
Miranda Best Campos, Planning & Budget Analyst I
Iris Suddaby, Financial Analyst Sr.

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca, Ste. 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court
FROM: Michelle Surka, Assistant Budget Director
DATE: January 27, 2026
RE: Request from the Facilities Management Department to transfer $165,000 from the CAR Reserve for FY 2025 Approved Projects that were inadvertently not encumbered at year end

The Facilities Management Department is requesting a transfer of $165,000 from the CAR Reserve for two projects that were funded in FY 2025 but not completed and were not correctly encumbered at the end of the year, resulting in the funds returning to the Reserve.

The two projects are the Del Valle Community Center Loading Ramp ($65,000) and the 700 Lavaca Building 1st Floor Press Briefing Room ($100,000) projects.

PBO recommends approval of this transfer.

cc: Jessica Rio, County Executive, Planning and Budget Office
Paul Hopingardner, County Executive, Technology and Operations
Gus Anderson, Assistant Director of Operations, FMD
Aerin Pfaffenberger, Assistant Director Administration & Planning, FMD
Ben Noack, RA, LEED BD+C, Architectural Division Manager, FMD
Shawn Riggs, Financial Manager, FMD Travis Gatlin, Alex Braden, PBO

Docusign Envelope ID: 572A43DB-096D-4F9E-B6D7-3CA10F7FA477

FACILITIES MANAGEMENT DEPARTMENT

Gabriel Stock, AIA, LEED AP, Director

700 Lavaca St. Suite 1300, Austin, Texas 78701 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

TO: Michelle Surka, Senior Capital Analyst

FROM: Gabriel Stock, AIA, LEED AP, Director DocuSigned by: Gabe Stock 0A37BAD9CCD64BE... 12/16/2025

DATE: December 16, 2025

SUBJECT: Request to Transfer Funding from the Reserves to Replace Project Funds that were Inadvertently not Encumbered before Year-end

The Facilities Management Department (FMD) is requesting approval to transfer funding from either the Allocated or CAR Reserve, to recover funds that were inadvertently not properly encumbered at the end of FY 2025 and therefore fell to the ending fund balance. The total transfer request is for $165,000.

These funds were associated with approved CAR projects that have not started yet therefore they were missed and not correctly rolled from FY 2025 to FY 2026. The two projects are the FY25 Del Valle Community Center – Loading Ramp ($65,000) and FY25 700 Lavaca Building – 1st Floor Press Briefing Room ($100,000) projects.

We request that Commissioners Court approve a replacement transfer of $165,000 from either the Allocated or CAR Reserve, as determined by PBO, to fund the Del Valle Community Center – Loading Ramp and 700 Lavaca Building – 1st Floor Press Briefing Room projects.

CC: Paul Hopingardner, County Executive, Technology and Operations
Gus Anderson, Assistant Director of Operations, FMD
Aerin Pfaffenberger, Assistant Director Administration & Planning, FMD
Ben Noack, RA, LEED BD+C, Architectural Division Manager, FMD
Shawn Riggs, Financial Manager, FMD

Header Information for Entry Doc Number 400040314

Doc. Number	400040314	Doc. Status	Preposted	FM Area	1000	Period	
Budget. Cate.	Payment	Doc.Year	2026	Doc.Date	Jan 16, 2026		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	2	Fiscal Year	2026	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

Creator	RIGGSS	Creation Date	Jan 16, 2026	Creation Time	10:02:05
Resp. Person	SRIGGS	Year Cohort		Public Law	

Header Text Transfer to Del Valle Ramp & 700 Lava Press Room

Legislation

TextName

Lines

Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580070	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-165,000	Transfer to Del Valle Ramp & 700 Lava Press Room
000002	0001		1148000001	511530	1140	NOT-RELEVANT	BDRV11400012001	65,000	Transfer to Del Valle Ramp & 700 Lava Press Room
000003	0001		1148000001	511530	1140	NOT-RELEVANT	BDRV11400011501	100,000	Transfer to Del Valle Ramp & 700 Lava Press Room

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca, Ste. 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court
FROM: Michelle Surka, Assistant Budget Director
DATE: January 27, 2026
RE: Request from the Facilities Management Department to transfer $150,000 from the Balcones Canyonlands Preserve Fund Allocated Reserve to fund an elevator upgrade at the Wilson Parke building

The Facilities Management Department is requesting Commissioners Court approval to transfer $150,000 from the Allocated Reserve of the Balcones Canyonlands Preserve (BCP) Fund to the FMD budget to fund an elevator upgrade at the BCP Wilson Parke building.

The existing elevator has an outdated hydraulic assembly and cab interior. Replacing this equipment will ensure a safer, more efficient operation of the elevator. As this building is on BCP property and used by BCP staff working on related programs, this is an allowable use of this fund. The condition of this elevator and the need to replace this equipment was not known until recently.

PBO recommends the transfer of $150,000 from the Fund's Allocated Reserve. If approved, the remaining balance within the Allocated Reserve within the BCP Fund (0115) is $69,505,014.

cc:

Paul Hopingardner, County Executive, Technology and Operations
Gabriel Stock, Director, FMD
Gus Anderson, Assistant Director of Operations, FMD
Aerin Pfaffenberger, Assistant Director Administration & Planning, FMD
BJ Ruiz, Building Operations Division Manager, FMD
Hector Reyes, Assistant Maintenance & Repair Division Manager, FMD
Shawn Riggs, Financial Manager, FMD
Jessica Rio, Travis Gatlin, Alex Braden, PBO

Docusign Envelope ID: EEE9E840-3785-45D3-A2C6-3F876497C201

FACILITIES MANAGEMENT DEPARTMENT

Gabriel Stock, AIA, LEED AP, Director

700 Lavaca St. Suite 1300, Austin, Texas 78701 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

TO: Michelle Surka, Senior Capital Analyst

FROM: Gabriel Stock, AIA, LEED AP, Director DocuSigned by: Gabe Stock 0A37BAD9CCD64BE... 1/9/2026

DATE: January 9, 2026

SUBJECT: Request to Transfer Funding from the Reserves

The Facilities Management Department (FMD) is requesting approval to transfer funding in the amount of $150,000 from the BCP Fund to fund an elevator upgrade at Wilson Parke. This upgrade will replace an outdated hydraulic assembly and cab interior to improve reliability and ensure safe, efficient operation, supporting the County's commitment to maintaining essential infrastructure and public service at this facility.

Please place this memorandum on the next available Commissioners Court's agenda. Thank you for your assistance with this request.

CC: Paul Hopingardner, County Executive, Technology and Operations
Gus Anderson, Assistant Director of Operations, FMD
Aerin Pfaffenberger, Assistant Director Administration & Planning, FMD
BJ Ruiz, Building Operations Division Manager, FMD
Hector Reyes, Assistant Maintenance & Repair Division Manager, FMD
Shawn Riggs, Financial Manager, FMD

Header Information for Entry Doc Number 400040294

Doc. Number	400040294	Doc. Status	Preposted	FM Area	1000	Period	
Budget. Cate.	Payment	Doc.Year	2026	Doc.Date	Jan 16, 2026		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	1	Fiscal Year	2026	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	SURKAM	Creation Date	Jan 16, 2026	Creation Time	08:27:30
		Resp. Person		Year Cohort		Public Law	
Header Text				Legislation			
TextName							

Lines

Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0115		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-150,000	
000002	0115		1140060115	511530	1750	NOT-RELEVANT	NON-FUNDED-PROGRAM	150,000	

PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca St., Suite 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court
FROM: Alex Braden, Assistant Budget Director
DATE: January 27, 2026
RE: Request from Emergency Services to transfer $16,760 from the Interlocal Reserve to fund the FY 2026 interlocal agreement with Emergency Services District #2 for Emergency Medical Services (EMS) response and ground ambulance transport in the unincorporated areas of Travis County that lie within ESD 2 but outside ESD 17

Emergency Medical Services requests to transfer $16,760 from the Interlocal Reserve to fund a contractual increase to support the interlocal agreement with Travis County Emergency Services District 2 (ESD 2) to provide emergency medical services (EMS) response (Advanced Life Support or ALS) and ground-ambulance transport in the unincorporated areas of Travis County that lie within ESD 2 but outside ESD 17. This is $630 less than the $17,390 set aside for this agreement in the Interlocal Reserve for FY 2026.

The proposed interlocal agreement with ESD 2 for FY 2026 totals $886,458 and is slated for consideration by Commissioners Court on January 27, 2026. The requested transfer from the interlocal reserve equals the incremental increase for the cost of the agreement from FY 2025 to FY 2026. This is a 2.0% year over year increase. The remaining funding is included in Emergency Services' FY 2026 budget. If approved, the remaining $630 will remain in the Interlocal Reserve for other potential interlocal funding needs in FY 2026. PBO recommends approval of this request.

cc: Jessica Rio, Travis Gatlin, Planning and Budget Office
Charles Brotherton, County Executive, Emergency Services
Patrick Phillips, Mitchell Goertz, Adam Johnson, Emergency Services

Travis County Emergency Services

Clinical Performance and Education | Fire Marshal | Medical Examiner | Office of Emergency Management | STAR Flight | Technology and Communications

P.O. Box 1748, Austin, TX 78767, Phone (512) 974-4416

MEMORANDUM

DATE: January 8, 2026

TO: Alex Braden, PBO
Travis Gatlin, PBO

FROM: Mitchell Goertz, Financial Manager, Sr.

CC: Charles Brotherton, County Executive

RE: Request to transfer $16,760 from Earmark against the Allocated Reserve for funding of the interlocal agreement with ESD02 for emergency medical services

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Emergency Services requests transfer of $16,760 from Earmark against the Allocated Reserve for funding of the interlocal agreement (ILA) with ESD02 for emergency medical services in FY 2026.

The FY 2026 Adopted Budget included one-time funding of $869,068 and an Earmark against the Allocated Reserve of $16,760, to fund the ESD02 ILA total amount of $885,828.

Header Information for Entry Doc Number 400040196

Doc. Number	400040196	Doc. Status	Preposted	FM Area	1000	Period	
Budget. Cate.	Payment	Doc.Year	2026	Doc.Date	Jan 9, 2026		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	1	Fiscal Year	2026	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

Creator	GOERTZM	Creation Date	Jan 9, 2026	Creation Time	10:24:59
Resp. Person		Year Cohort		Public Law	
Header Text	ESD02 ILA for EMS	Legislation			
TextName					

Lines

Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580205	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-16,760	ESD02 ILA for EMS
000002	0001		1590080001	511500	1510	NOT-RELEVANT	NON-FUNDED-PROGRAM	16,760	ESD02 ILA for EMS

PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca, Suite 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Miranda Best Campos, Planning and Budget Analyst I

DATE: January 27, 2026

RE: Request from PBO to transfer $96,624 in one-time funding from the Allocated Reserve for an authorized Planner Senior Special Project Worker (SPW) in Innovative Justice and Program Analysis (IJPA) for FY 2026 that was authorized for FY 2026 but was inadvertently not budgeted.

During the FY 2025 budget process, IJPA was approved a Planner Senior SPW effective from October 1, 2024 - September 30, 2026, (two Fiscal Years) in the Data, Research, and Planning Division of the Department. This position was budgeted in FY 2025. However, this position was inadvertently not budgeted for in FY 2026 (second Fiscal Year). Therefore, PBO is requesting to correct IJPA's FY 2026 budget by adding one-time funding of $96,624 for this already authorized position. The employee's salary as of September 30, 2025, was $65,997. The table below includes all relevant information about this position.

Position Number	Position Description	Salary + Benefits
30068276	Planner Senior SPW	$96,624

This SPW position will expire at the end of FY 2026, so if the Department desires to continue this position, they may include it as part of their FY 2027 requests and PBO will determine a recommendation. PBO seeks Commissioners Court approval to transfer $96,624 in one-time funds from the Allocated Reserve to IJPA's personnel budget to correct this matter.

cc: Dr. Jacqueline VanWormer, County Executive, Innovative Justice and Program Analysis
Iris Suddaby, Innovative Justice and Program Analysis
Jessica Rio, County Executive, Planning and Budget Office
Travis Gatlin, Alex Braden, PBO

Header Information for Entry Doc Number 400040270

Doc. Number	400040270	Doc. Status	Preposted	FM Area	1000	Period	
Budget. Cate.	Payment	Doc.Year	2026	Doc.Date	Jan 13, 2026		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	1	Fiscal Year	2026	Year.Cash.Eff			
Process UI	TRAN	Process	RECV	Original.Applic.	BWB	Doc.Family	

Additionnal Data

Creator	BESTCAM	Creation Date	Jan 13, 2026	Creation Time	11:27:08
Resp. Person	MIRANDA BEST CAMPOS	Year Cohort		Public Law	

Header Text PBO Correction for SPW that was not budgeted

Legislation

TextName

Lines

Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1550010001	500050	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	65,977	PBO Correction for SPW that was inadvertently not
000002	0001		1550010001	506010	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	4,091	PBO Correction for SPW that was inadvertently not
000003	0001		1550010001	506020	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	957	PBO Correction for SPW that was inadvertently not
000004	0001		1550010001	506030	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	13,749	PBO Correction for SPW that was inadvertently not
000005	0001		1550010001	506040	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	99	PBO Correction for SPW that was inadvertently not
000006	0001		1550010001	506055	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	11,645	PBO Correction for SPW that was inadvertently not
000007	0001		1550010001	506060	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	106	PBO Correction for SPW that was inadvertently not
000008	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-96,624	PBO Correction for SPW that was inadvertently not

Allocated Reserve Status (580010)

ALLOCATED RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
$58,475,556		10-01-2025	Beginning Balance
(50,000)	County Attorney	10-07-2025	Outside Counsel for Elections
(1,688,465)	Various	10-28-2025	Counsel at First Appearance (CAFA)
(228,239)	Technology and Operations (TOPS)	11-04-2025	Enterprise Lite Project Management Software Contractor
(500,000)	Central Emergency Response	11-04-2025	Disaster Response and Recovery Efforts
33,899	Various	11-07-2025	Liquidated Purchase Orders - Various
100,647	Various	11-12-2025	Liquidated Purchase Orders - Various
148	Various	11-13-2025	Liquidated Purchase Orders - Various
(158,319)	Health and Human Services	12-02-2025	Permanent Supportive Housing (PSH)
(250,000)	Technology and Operations (TOPS)	12-02-2025	Microsoft 365 G5 licenses true-up bill
(50,000)	Transportation and Natural Resources	12/16/2025	TCPF Contract - Stewardship and Volunteer Program - Year 2
(50,000)	County Attorney	12/16/2025	Civil Courts and the Travis County Central Docket (Item #49)
(107,000)	Transportation and Natural Resources	12/16/2025	Continuation of Services' for Lake Travis Cleanup and East Side Spring Clean
(13,578)	County Auditor	12/16/2025	SAP ERP Environment - Maintenance Increases
(131,551)	County Clerk	12/16/2025	Systems Engineer Sr. FTE (Continuation of Budget Markup 12/16/2025)
(181,617)	Transportation and Natural Resources	12/16/2025	Hydrogeologist Sr. FTE (Continuation of Budget Markup 12/16/2025)
(661,013)	Compensation Reserve	12/16/2025	Remaining Markup Balance Transferred to the Compensation Reserve (Continuation of Budget Markup 12/16/2025)
(200,000)	Transportation and Natural Resources	01/06/2026	Southwestern Travis County GCD External Request (Item #19B)
364	Various	01/12/2026	Liquidated Purchase Orders - Various
9,748	Various	01/13/2026	Liquidated Purchase Orders - Various
24,003	Various	01/14/2026	Liquidated Purchase Orders - Various
$54,374,583	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Department		Explanation
(500,000)	Civil Courts Mandated Fees		Civil Indigent Attorney Fees
(2,710,462)	Commissioners Court		Commissioners Court Budget Priorities
0	Commissioners Court		Ongoing Markup Balance
0	Commissioners Court		One-Time Markup Balance
(4,932,434)	Commissioners Court		Jail Diversion/Prevention Services
(177,426)	Community Legal Services		Padilla Attorney for CAPDS
(1,500,000)	Community Legal Services Legally Mandated Fees		Criminal Indigent Attorney Fees
(25,000)	Constable - Precinct Five		HMS Courthouse Security
(5,952,500)	County Auditor		SAP Migration Phase II
(141,500)	County Auditor		Audit Management System Software Subscription
(86,422)	County Auditor		SAP ERP Environment - Maintenance Increases
(1,120,797)	County Clerk		Elections - Additional Expenses
(350,000)	County Judge		Harm Reduction, Overdose Prevention, and Mental Health
(50,000)	County Judge		Review of the County's Emergency Response Organizational Structure
(33,000)	County Treasurer		Armored Car Services
(20,000)	District Attorney		Court Costs and Services
(100,000)	District Clerk		Jury Fee Increases
(600,000)	Emergency Medical Services		One-Time Pflugerville EMS Services
(500,000)	Emergency Services		OEM COOP Consultant
(292,141)	Emergency Services		Program Expansion
(500,000)	Facilities Management		Exposition Center - Additional Operating Funds
(300,000)	Facilities Management		Medical Examiner Building - Maintenance Services
(500,000)	General Administration		FY 2026 Waller Creek Estimated TIF Payment
(500,000)	General Administration		Travis Central Appraisal District Fees
(2,525,043)	Health and Human Services		Permanent Supportive Housing (PSH)
(1,890,136)	Health and Human Services		Future LFRF Special Project Worker (SPW) Related Expenses
(1,211,347)	Health and Human Services		Future LFRF Related Expenses
(879,115)	Health and Human Services		Opioid Abatement Investments
(500,000)	Health and Human Services		Weatherization and Home Repair Contingency Resources
(9,755)	Historical Commission		Historical Commission Expansion
(200,000)	Human Resources		Program Expansion
(80,000)	Human Resources		Learning & Development Programming
(16,879)	Justice of the Peace - Precinct Four		Request for Visiting Judge Funding
(200,000)	Juvenile Probation		Critical Facilities Projects
(25,000)	Medical Examiner		Overtime Resources
(300,000)	Planning and Budget		Budget Software and Technology Needs
(45,000)	Planning and Budget		LBJ Fellowship Program
(500,000)	Pretrial Services		Electronic Monitoring Funding
(97,097)	Pretrial Services		Case Management Staffing
(82,389)	Public Defender's Office		Expanded Emergency Shelter Funding
(10,000)	Public Defender's Office		Moving Costs
(5,000,000)	Sheriff's Office		TCCC Kitchen Refurbishment or Design
(734,000)	Technology and Operations (TOPS)		PCI Compliance for Tax Office
(650,000)	Technology and Operations (TOPS)		Child Care and Out of School Time (CCOST) System and Resources
(400,000)	Technology and Operations (TOPS)		Data Center Move
(149,629)	Technology and Operations (TOPS)		Enterprise Lite Project Management Software
(350,000)	Technology and Operations (TOPS)		Endpoint Privileged Access Management
(150,000)	Technology and Operations (TOPS)		Additional Postage Resources

Amount	Department		Explanation
(100,000)	Technology and Operations (TOPS)		Adaptive Workplace Adjustments
(2,666,667)	Transportation and Natural Resources		Park Land Management - Wildfire, Resilient Landscapes, and Operations
(1,130,000)	Transportation and Natural Resources		Development Services Review Consultants
(243,000)	Transportation and Natural Resources		Vegetation Management and Fuel Mitigation
0	Transportation and Natural Resources		Southwestern Travis County GCD External Request
(165,600)	Transportation and Natural Resources		Active Transportation Plan Update
0	Transportation and Natural Resources		Continuation of Services' for Lake Travis Cleanup and East Side Spring Clean
0	Transportation and Natural Resources		TCPF Contract - Stewardship and Volunteer Program - Year 2
(1,385,361)	Various		Counsel at First Appearance (CAFA)
(2,000,000)	Various		Inflation/Tariff Contingency
(100,000)	Veterans Services		Recommendations from Organizational Study Earmark
($44,687,700)	**Total Possible Future Expenses (Earmarks)**		
$9,686,883	***Remaining Allocated Reserve Balance After Possible Future Expenditures***		

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
$151,978,034		10-01-2025	Beginning Balance
($1,093,647)	Technology and Operations (TOPS)	10/21/2025	Electronic Health Records Project Contractors
($241,782)	Various	10/28/2025	Equipment for TCSO and District Clerk for CAFA
($65,339)	District Attorney	11/18/2025	Revised costs for a new Digital Evidence Storage solution

$150,577,266	**Current Reserve Balance**

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Department		Explanation
(86,177,912)	Commissioners Court		Jail Diversion/Prevention Services
(350,000)	Constable - Precinct Four		Vehicle AED Replacements
(13,040,000)	Facilities Management		Capital Improvement Plan
(7,810,000)	Facilities Management		Exposition Center - Repairs
(2,000,000)	Facilities Management		Heman Marion Sweatt Courthouse - Restoration and Repair
(800,000)	Facilities Management		Exposition Center - Arena Locker Room Rebuild
(725,000)	Facilities Management		East Command Center - Estray Barn Additional Funds
(660,000)	Facilities Management		East Command Center - Fleet Building Additional Funds
(150,000)	Facilities Management		OEM - Backup Emergency Operations Center Design
(800,000)	Medical Examiner		Morgue Flooring Replacement
(600,000)	Medical Examiner		Autopsy Tech Space Remodel
(250,000)	Medical Examiner		Water Reserve Tank
(25,000)	Medical Examiner		Commercial Washer and Dryer
(400,000)	Planning and Budget		Budget Software and Technology Needs
(10,000,000)	Sheriff's Office		TCCC Kitchen Refurbishment or Design
(760,000)	Sheriff's Office		Replacement of Kitchen Equipment
(400,000)	Sheriff's Office		Background Investigation Software
(4,744,412)	Technology and Operations (TOPS)		Electronic Health Records Project Contractors
(3,000,000)	Technology and Operations (TOPS)		ADA Transition Plan
(427,770)	Technology and Operations (TOPS)		Enterprise Lite Project Management Software
(400,000)	Technology and Operations (TOPS)		OSP Threat Assessment Maintenance Funding
(10,000,000)	Transportation and Natural Resources		Landfill Contingency
(700,000)	Transportation and Natural Resources		Park Rangers Move to BCP Building
($144,220,094)	**Total Possible Future Expenses (Earmarks)**		
$6,357,172	**Remaining CAR Reserve Balance After Possible Future Expenditures**		

Compensation Reserve Status (580100)

Amount	Dept Transferred Into	Date	Explanation
$23,549,908		10-01-2025	Beginning Balance
$661,013		12/16/2025	Remaining Markup Balance Transferred to the Compensation Reserve
$24,210,921	**Current Reserve Balance**		

Reserve for Emergencies and Contingencies Status (580120)

Amount	Dept Transferred Into	Date	Explanation
$15,000,000		10-01-2025	Beginning Balance
$15,000,000	**Current Reserve Balance**		

Replacement of Integrated Justice Systems Reserve Status (580160)

Amount	Dept Transferred Into	Date	Explanation
$6,618,048		10-01-2025	Beginning Balance
(512,765)	Technology and Operations (TOPS)	12/02/2025	Microsoft 365 G5 licenses true-up bill
$6,105,283	**Current Reserve Balance**		

Adult ADP Reserve (580170)

Amount	Dept Transferred Into	Date	Explanation
$3,000,000		10-01-2025	Beginning Balance
$3,000,000	**Current Reserve Balance**		

Reserve for Interlocal Agreements Status (580205)

Amount	Dept Transferred Into	Date	Explanation
$4,421,456		10-01-2025	Beginning Balance
(239,974)	Emergency Services	11/04/2025	FY26 CTECC ILA
(971,992)	Emergency Services	11/04/2025	FY26 GATRRS ILA
$3,209,490	**Current Reserve Balance**		

Smart Building Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
$314,167		10-01-2025	Beginning Balance
$314,167	**Current Reserve Balance**		

Reserve for Diversion Center (580360)

Amount	Dept Transferred Into	Date	Explanation
$16,023,066		10-01-2025	Beginning Balance
$16,023,066	**Current Reserve Balance**		

Disaster Response Reserve (580371)

Amount	Dept Transferred Into	Date	Explanation
$42,252,976		10-01-2025	Beginning Balance
$42,252,976	**Current Reserve Balance**		

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
$157,641,114		10-01-2025	Beginning Balance
($619,000)		01/06/2026	Reimbursement Resolution - Arkansas Bend Pk Comm Building
($525,000)		01/06/2026	Reimbursement Resolution - FY26 Fleet Electrification
($5,000,000)		01/06/2026	Reimbursement Resolution - High Crash Const
($12,000,000)		01/06/2026	Reimbursement Resolution - HMAC & Alternative Paving
($544,000)		01/06/2026	Reimbursement Resolution - Parks Concrete Hike and Bike
($10,000,000)		01/06/2026	Reimbursement Resolution - Roadway Recycling
($4,000,000)		01/06/2026	Reimbursement Resolution - Sidewalk Repairs
($2,000,000)		01/06/2026	Reimbursement Resolution - Traffic Signals
($20,344,672)		01/06/2026	Reimbursement Resolution - Vehicles & Capital Equipment
$102,608,442	**Current Reserve Balance**		

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Request from the Public Defender's Office (PDO) to use $18,062 of realized vacancy savings to hire a temporary contracted worker while their Office Specialist is out for approved temporary leave

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Request from Innovative Justice and Program Analysis (IJPA) to use up to $1,500 of internal resources for recruiting and outreach and to transfer up to $13,000 from the Allocated Reserve to cover expenses for potential travel and relocation expenses associated with the recruitment process for a new County Executive of Innovative Justice and Program Analysis, in the event that these funds are needed

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Request from Facilities Management to Transfer Funding of $165,000 from the CAR Reserve to Replace Project Funds that were Inadvertently not Encumbered before Year-end, consisting of $100,000 for the Fiscal Year 2025 Lavaca 1st Floor Briefing Room and $65,000 for the Fiscal Year 2025 Del Valle Community Center

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on items related to a socioeconomic survey for the Apache Shores neighborhood to support grant applications to the Texas Water Development Board to be submitted by Water District 17:
A. Request to approve an agreement with Water District 17 to conduct a socioeconomic survey on their behalf ; and
B. Request to authorize the creation of three temporary workers to assist with conducting the survey (Commissioner Howard)
Prepared By/Phone Number: Christy Moffett, Director, 512-854-1161
Elected/Appointed Official or Department Head: Jessica Rio
Commissioners Court Sponsor(s): Commissioner Ann Howard, Precinct Three
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
Commissioner Howard's office received a request for EDSI staff to assist Water District 17 (WD17) conduct a socioeconomic survey in the Apache Shores neighborhood so that they may apply for Infrastructure Investment and Jobs Act 2022 (Financial Assistance | Texas Water Development Board) as well as other Texas Water Development Board (TWDB) grants, partial grants and low interest funds.

The TWDB offers a variety of cost-effective loan and grant programs that provide for the planning, acquisition, design, and construction of water-related infrastructure and other water quality improvements totaling approximately $39.9 billion.

The Texas Water Development Board (TWDB) provides funding for Clean Water State Revolving Fund (CWSRF), Drinking Water State Revolving Fund (DWSRF) and the Economically Distressed Areas Program (EDAP) in the form of loan subsidies and grants for projects by communities that qualify as disadvantaged. Qualifying for disadvantaged communities funding varies according to the TWDB program under which the entity is seeking funding. One qualifying requirement common to all TWDB programs offering disadvantaged communities funding is that the entity's service area must have an annual median household income (AMHI) which is no more than 75% of the state AMHI.

In order to ascertain whether an entity meets the AMHI requirement, the TWDB relies on the most recent available American Community Survey (ACS) census data published by the U.S. Census Bureau. The most recent available ACS data must be used to determine the AMHI for the service area of a project that is proposed to be funded by the TWDB. For the CWSRF and DWSRF programs, the most recently

released ACS 5-year estimates must be used for the AMHI requirement. In the event that the most recent prescribed ACS data for an entity's service area is inadequate or unavailable, the entity may request the use of data obtained from a socioeconomic survey. Documentation to support the entity's conclusion that the most recent ACS data available (the ACS 5-year estimates for the CWSRF and DWSRF programs) for its service area is inadequate or unavailable must be submitted for review and approval. All entities must obtain prior approval from the TWDB to use survey data instead of the most recent available ACS data, which is the ACS 5-year estimates for the CWSRF and DWSRF programs. A survey that was conducted prior to TWDB approval may be considered on a case-by-case basis.

The Apache Shores neighborhood does not meet the standards using ACS data thus requiring a socioeconomic survey. ESDI staff successfully completed a TWDB socioeconomic survey earlier this year for the Summervale neighborhood. This survey is essentially the same but on a larger scale. Over 400 survey responses will be needed. WD17 will provide a pool of over 600 addresses from which to survey and the Apache Shores Property Owners Association is also involved and will assist EDSI staff to get the word out about the survey. The Summervale survey, consisting of around 100 responses, was conducted on the ground in about a week with advance preparation including calling in advance.

Based on this information, EDSI estimated a total the number of hours needed to complete the survey including the hiring of three Spanish-speaking special project workers to pair with each of the community engagement team members. The budget office assisted with costing the estimate and came to a total of $35,000 to conduct the survey. These costs include County staff time, the hiring of three community engagement specialists for 4 weeks, translation and printing of materials and indirect costs.

On December 16, 2025, the Commissioners Court approved us moving forward with the project. This item approves the agreement between WD17 and Travis County, finalizes the cost to be paid and allows for the creation of three temporary worker positions to assist with the work.

Staff Recommendations:
Staff recommends approval.

Issues and Opportunities:
The TWDB requires approval in advance of conducting a socioeconomic survey by sending a letter with certain data demonstrating the need for such a survey. A letter has been submitted to the TWDB for approval and advanced planning by the EDSI staff is occurring.

The TWDB's Socioeconomic Survey Guidelines has standards for who may conduct the survey. EDSI successfully completed a TWDB survey earlier in 2025.

Fiscal Impact and Source of Funding:

EDSI estimated a total the number of hours needed to complete the survey including the hiring of three Spanish-speaking special project workers to pair with each of the community engagement team members. PBO assisted with costing the estimate and came to a total of $35,000 to conduct the survey. These costs include County staff time, the hiring of three community engagement specialists for 4 weeks, translation and printing of materials and indirect costs.

Item	Cost
County staff time	$11,368
Three SPW Community Engagement Specialists (160 hours each at $29.78/hr)	$15,388
Translation and printing of materials	$ 2,007
Indirect Costs	$ 6,237
Total Cost	**$35,000**

Water District 17 will pay the County $35,000 to conduct the survey using EDSI's community engagement team and three special project workers to conduct the survey and EDSI's policy and planning staff to analyze and package the results.

Required Authorizations:
Jessica Rio, County Executive, PBO

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Request to approve an agreement with Water District 17 to conduct a socioeconomic survey on their behalf

Prepared By/Phone Number: Christy Moffett, Director, 512-854-1161
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Request to authorize the creation of three temporary workers to assist with conducting the survey
(Commissioner Howard)

Prepared By/Phone Number: Christy Moffett, Director, 512-854-1161
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on items related to a socioeconomic survey for the River Ridge neighborhood to support grant applications to the Texas Water Development Board to be submitted by Water District 17:
A. Request to conduct a socioeconomic survey on behalf of Water District 17
B. Request to approve an agreement with Water District 17 to conduct a socioeconomic survey on their behalf
C.Request to utilize the same three temporary workers for the Apache Shores socioeconomic survey to conduct the River Ridge survey (Commissioner Howard)

Prepared By/Phone Number: Christy Moffett, Director, 512-854-1161
Elected/Appointed Official or Department Head: Jessica Rio
Commissioners Court Sponsor(s): Commissioner Ann Howard, Precinct Three
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
EDSI staff received a request to assist Water District 17 (WD17) conduct a socioeconomic survey in the River Ridge neighborhood so that they may apply for Infrastructure Investment and Jobs Act 2022 (Financial Assistance | Texas Water Development Board) as well as other Texas Water Development Board (TWDB) grants, partial grants and low interest funds.

The TWDB offers a variety of cost-effective loan and grant programs that provide for the planning, acquisition, design, and construction of water-related infrastructure and other water quality improvements totaling approximately $39.9 billion.

The Texas Water Development Board (TWDB) provides funding for Clean Water State Revolving Fund (CWSRF), Drinking Water State Revolving Fund (DWSRF) and the Economically Distressed Areas Program (EDAP) in the form of loan subsidies and grants for projects by communities that qualify as disadvantaged. Qualifying for disadvantaged communities funding varies according to the TWDB program under which the entity is seeking funding. One qualifying requirement common to all TWDB programs offering disadvantaged communities funding is that the entity's service area must have an annual median household income (AMHI) which is no more than 75% of the state AMHI.

In order to ascertain whether an entity meets the AMHI requirement, the TWDB relies on the most recent available American Community Survey (ACS) census data published by the U.S. Census Bureau. The most recent available ACS data must be

used to determine the AMHI for the service area of a project that is proposed to be funded by the TWDB. For the CWSRF and DWSRF programs, the most recently released ACS 5-year estimates must be used for the AMHI requirement. In the event that the most recent prescribed ACS data for an entity's service area is inadequate or unavailable, the entity may request the use of data obtained from a socioeconomic survey. Documentation to support the entity's conclusion that the most recent ACS data available (the ACS 5-year estimates for the CWSRF and DWSRF programs) for its service area is inadequate or unavailable must be submitted for review and approval. All entities must obtain prior approval from the TWDB to use survey data instead of the most recent available ACS data, which is the ACS 5-year estimates for the CWSRF and DWSRF programs. A survey that was conducted prior to TWDB approval may be considered on a case-by-case basis.

The River Ridge neighborhood does not meet the standards using ACS data thus requiring a socioeconomic survey. ESDI staff successfully completed a TWDB socioeconomic survey earlier this year for the Summervale neighborhood. This survey is essentially the same scale. There are 233 occupied lots within the service area of River Ridge representing about 2% of the 12,935 water and/or sewage connections within WD17. Census Tract 351 has 1,233 connections. There are no plans to extend service. This project is focused on infrastructure improvements.

This project seeks to correct condition issues and lack of fire flow within the River Ridge neighborhood by replacing aged waterlines within the service area due to extensive leaks and poor material condition. This project will also provide fire flow to an area where a majority of the streets have no fire flow.

This small area is responsible for water leaks that occur at more than twice the District average.

The census data for this area overlaps with areas outside of River Ridge that we believe are skewing the income data. After discussion with the community, WD17 believes a socioeconomic survey would more accurately reflect the true income for these specific areas.

Staff Recommendations:
Staff recommends approval.

Issues and Opportunities:
The TWDB requires approval in advance of conducting a socioeconomic survey by sending a letter with certain data demonstrating the need for such a survey. The attached letter will be sent upon approval from the Commisisoners Court.

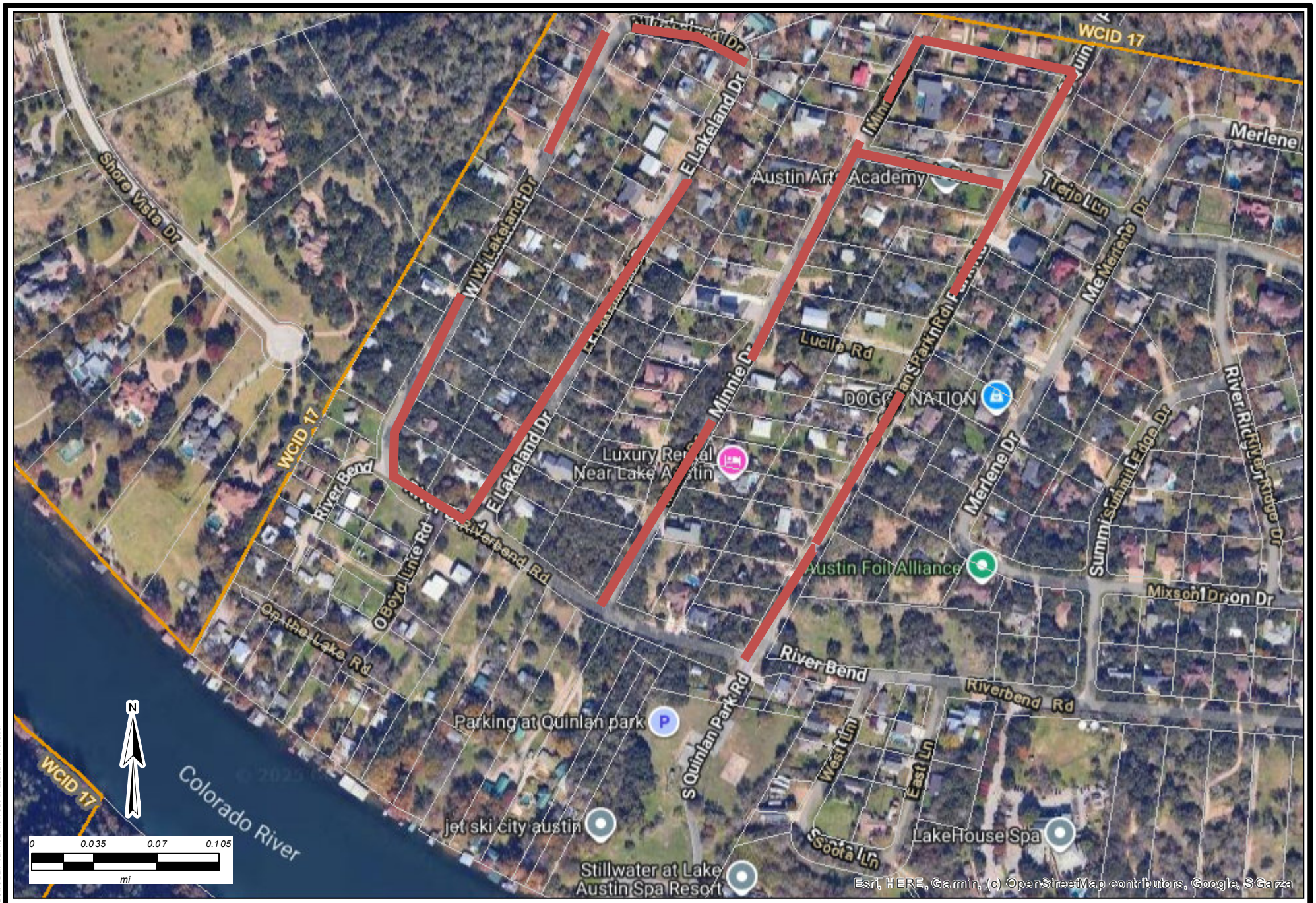
The TWDB's Socioeconomic Survey Guidelines has standards for who may conduct the survey. EDSI successfully completed a TWDB survey earlier in 2025.

Fiscal Impact and Source of Funding:

Water District 17 is paying the County $35,000 to conduct the survey using EDSI's community engagement team and three special project workers to conduct the survey and EDSI's policy and planning staff to analyze and package the results for the Apache Shores neighborhood. The River Ridge survey is small enough in scale that EDSI can conduct this additional work at no additional cost by using the same temporary employees, County staff and materials.

Required Authorizations:
Jessica Rio, County Executive, PBO

Attachments:
1. River Ridge Economic Survey Area
2. River Ridge Socioeconomic Survey Request Letter - 1st draft



WCID No. 17 Travis County

TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT 17

River Ridge Economic Survey Areas

PREPARED BY: WCID 17 User

October 13, 2025

Date: Oct 13, 2025, 10:47:43 AM
THIS MAP WAS PRINTED USING THE GISCLIENT SERVICE FROM GEO INTELLIGENT SYSTEMS.

EVERY EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY AND COMPLETENESS OF THE DATA. WCID 17 AND GEO INTELLIGENT SYSTEMS ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS EITHER ASSUMED OR IMPLIED.

January XX, 2026

Texas Water Development Board
Program & Policy Development
P.O. Box 13231
Austin, TX 78711

To Whom It May Concern:

Travis County Water Control & Improvement District 17 (WD17) is **requesting approval to conduct a socioeconomic survey of the River Ridge neighborhood**. The Water District and Travis County believe that a Socioeconomic Survey will reveal that the River Ridge neighborhood will qualify as economically disadvantaged.

Below you will find information to support this request, consistent with WRD-285 Socioeconomic Survey Guidelines and WRD-284 Census Data Search.

1. **Name and Address:**
   Travis County Water Control & Improvement District No. 17
   3812 Eck Lane, Austin, TX 78734

2. **Authorized Representative:**
   WD17 Rep name and phone
   Jason Homan, CEO & General Manager (512) 266-1111 Ext. 100
   Alternate: Joseph Kunz, COO (512) 266-1111 Ext. 102

3. **Consultant Representative:**
   Will Pena, Baxter & Woodman, Inc.
   301 Denali Pass, Suite 3, Cedar Park, TX 78613
   (512) 762-6460

4. **Project Description:**
   This project seeks to correct condition issues and lack of fire flow within the River Ridge neighborhood by replacing aged waterlines within the service area due to extensive leaks and poor material condition. This project will also provide fire flow to an area where a majority of the streets have no fire flow.

DRAFT

This small area is responsible for water leaks that occur at more than twice the District average.

The census data for this area overlaps with areas outside of River Ridge that we believe are skewing the income data. After discussion with the community, WD17 believes a socioeconomic survey would more accurately reflect the true income for these specific areas.

5. **TWDB Funding Programs:**
   WD17 has yet to determine the most aligned funding program for this project. They are reviewing options that may include:
   - Clean Water State Revolving Fund (CWSRF)
   - Drinking Water State Revolving Fund (DWSRF)
   - Economically Distressed Areas Program (EDAP). We understand that the EDAP program has unique survey requirements and are prepared to meet those requirements.

6. **Number of Occupied Dwellings:**
   There are 233 occupied lots within the service area of River Ridge representing about 2% of the 12,935 water and/or sewage connections within WD17. Census Tract 351 has 1,233 connections. There are no plans to extend service. This project is focused on infrastructure improvements.

7. **Changed Conditions:**
   Water pipes have deteriorated, leading to increased leaks and water loss. This small area is responsible water leaks that occur at more than twice the District average.

8. **Support Documentation:**
   The following table uses the guidance provided in WRD-284, modified to account for this very small area within the large census tract. Information on household connection within the census tract but outside the service area was unavailable.

   Census Tract 351 below has only one block group that encompasses the entire census tract so just Census Tract 351 data is presented.

Census Tract	Population	AMHI	Avg Household Size	Number of Household Connections	Source
351	4,102	$202,188	2.56	1,233	ACS 5-Year Estimates

Attached you will find three maps to further document our request.

- Map 1, titled “Travis County WCID No. 17: River Ridge Service Area” provides a sense of the small geographic area that River Ridge services relative to the full service area.
- Map 2, titled “ Census Tract 351” Customer Meter Locations” visualizes all the water and water and sewer meters within the Census Tract.
- Map 3, titled “WCID 17 Boundary: Customer Meter Locations” visualizes all the water, water and sewer, and sewer only meters in the entire service area.

The waterlines are severely aged, have poor material condition, and leak, leading to significant water loss. This project will replace water lines within the service areas and provide fire flow to areas where there is a lack of fire flow. Your approval to conduct Socioeconomic Surveys will be an important step toward securing a grant that will help this community.

If you have any questions or would like to discuss this request, please feel free to reach out to me at the contact information below.

Sincerely,

Bill Wilson
Policy and Planning Manager
Economic Development and Strategic Investments
bill.wilson@traviscountytx.gov
512-854-1763

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Request to conduct a socioeconomic survey on behalf of Water District 17
Prepared By/Phone Number: Christy Moffett, Director, 512-854-1161
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Request to approve an agreement with Water District 17 to conduct a socioeconomic survey on their behalf

Prepared By/Phone Number: Christy Moffett, Director, 512-854-1161
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Request to utilize the same three temporary workers for the Apache Shores socioeconomic survey to conduct the River Ridge survey
(Commissioner Howard)

Prepared By/Phone Number: Christy Moffett, Director, 512-854-1161
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive bids from County Purchasing Agent. (Commissioners Travillion & Gómez)
Prepared By/Phone Number: Denice Williams, Operations Specialist I, 512-854-1181
Elected/Appointed Official or Department Head: C W Bruner
Commissioners Court Sponsor(s): Commissioners Travillion and Gómez
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
As per LGC 262, the officer in charge of opening bids shall present them to the Commissioner Court in session. See attached summary of Bid(s) available for inspection. Opened bids are subject to disclosure under Chapter 552 of the Government Code.

Staff Recommendations:
Accept bid(s).

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
N/A

Required Authorizations:

Attachments:
1. 01-27-26, TCPO Bids Memo
2. 01-27-26, TCPO Bid Register
3. 01-27-26, TCPO Bid Tabulation
4. 01-27-26, TCCC Food Memo

Travis County Purchasing Office

C.W. Bruner, PMP, CPPB
Purchasing Agent

Memorandum

To: Gillian Porter
Commissioners Court Minutes

From: Denice Williams
Purchasing Office

Date: January 12, 2026

Subject: **BIDS FOR VOTING SESSION January 27, 2026**

Bids were scheduled for the week of January 5th 2026 with responses.

Please call ext. 41181, if any questions arise on this matter.

Thank you.

/DW

BIDS

BIDS OPENED As Indicated Below

COMMISSIONERS COURT MEETING January 27, 2025

BIDS OPENED BY Purchasing Office

	BID NO.	BID CLOSING DATE	BIDS REQUESTED FOR	BIDDER
1.	156-AS	01/05/2026	Blister Packs & Cards	RX Systems Inc

156-AS - Blister Packs & Cards (Not awarded)

Close

Detailed View

		Rx Systems Inc. ⬇ $22,959.60
1	**M-Card, 30 Ct Heat Sealed Pill Card, 1,000/Case** Qty 54 Each	⬇ $8,100.00
2	**M-Blister, 30 Ct LG, 3/8", 1,000/Case** Qty 30 Each	⬇ $2,250.00
3	**M-Blister, 30 Ct XL, ½", 1,000/Case** Qty 30 Each	⬇ $2,400.00
4	**M-Card, 60 Ct Heat Sealed Pill Card, 1,000/Case** Qty 30 Each	⬇ $5,100.00
5	**M-Blister, 60 Ct. XL, ½" , 1,000/Case** Qty 30 Each	⬇ $2,550.00
6	**Time Pass Labels (Noon) 1,000/Case** Qty 54 Each	⬇ $426.60
7	**Time Pass Labels (AM) 1,000/Case** Qty 54 Each	⬇ $426.60
8	**Time Pass Labels (HS) 1,000/Case** Qty 54 Each	⬇ $426.60
9	**Time Pass Labels (AM/HS) 1,000/Case** Qty 54 Each	⬇ $426.60
10	**Time Pass Labels (AM/Noon/HS) 1,000/Case** Qty 54 Each	⬇ $426.60
11	**Time Pass Labels (AM/Noon/PM/HS) 1,000/Case** Qty 54 Each	⬇ $426.60
12	***Time Pass Labels (Noon/HS) 1,000/Case*** *Qty 54 Each*	
	BID TOTAL	**$22,959.60**

Sally Hernandez, Travis County Sheriff

MEMORANDUM

Date: January 8, 2026

To: Admin Team, Purchasing Office

From: Ruth Porter, Finance

Subject: TCCC Kitchen Food for Voting Session

The attached food register reflects food requisitions from January 1 – January 8, 2026.

Please call if you have any questions.

Thank you,

Ruth Porter

cc: Maria Wedhorn, Financial Manager
Rachel Fishback, Purchasing Operations Division Director
Sara Kassem, Purchasing Lead Procurement Officer
File

TCCC KITCHEN FOOD
COMMISSIONERS COURT MEETING **BY: FINANCE OFFICE**

CART#	DATE	FOOD ITEMS	VENDOR	QUOTE/BID
1000419972	1/7/2026	FLOUR TORTILLAS	NEW WORLD BAKERY, SYSCO, BIMBO BAKERIES	QUOTES
1000419607	1/5/2026	EDAMAME WHOLE SHELLED	CB FOOD SALES, CHURCHFIELD TRADING, COVENANT FINE INGREDIENTS, GOOD SOURCE SOLUTIONS, JNS FOODS, LA FOODS, MAJESTIC INTERNATIONAL SPICE, NATIONAL FOOD GROUP, O'NEILLS INFLIGHT CATERING, POWERS DAVIS LLC, ROBBINS SALES, SEGOVIA PRODUCE SHAVER FOODS, THE B2G GROUP, THE FOOD EXCHANGE LLC	BID 160-DM
1000419606	1/5/2026	JALAPENO MONTEREY JACK BLOCK	DERONCELER LLC, HILAND DAIRY, HORIZON SALES, O'NEILLS INFLIGHT CATERING, SEGOVIA PRODUCE	BID 157-DM
1000419877	1/6/2026	RICE, WHITE LONG GRAIN	CB FOOD SALES, CHURCHFIELD TRADING, COVENANT FINE INGREDIENTS, GOOD SOURCE SOLUTIONS, JNS FOODS, LA FOODS, MAJESTIC INTERNATIONAL SPICE, NATIONAL FOOD GROUP, O'NEILLS INFLIGHT CATERING, POWERS DAVIS LLC, ROBBINS SALES, SEGOVIA PRODUCE SHAVER FOODS, THE B2G GROUP, THE FOOD EXCHANGE LLC	BID 160-DM

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Approve contract award for Auto Body Repair Services, RFS No. 120-CM, as needed, to the following two highest-ranked respondents:
A. Contract No. 4400008561 with Leif Johnson Collision Center
B. Contract No. 4400008562 with Austin Mac Haik Ford Lincoln (TNR) (Commissioners Travillion & Gómez)
Prepared By/Phone Number: Christopher Milledge, Procurement Specialist II, 512-854-7770
Elected/Appointed Official or Department Head: C W Bruner
Commissioners Court Sponsor(s): Commissioners Travillion & Gómez
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
This contract is to provide auto body repair services for Travis County's fleet of cars, light trucks, and heavy trucks for as needed body repairs.

RFS No. 120-CM for Auto Body Repair Services for Transportation and Natural Resources was issued on September 29, 2025. Twenty-three (23) vendors viewed the solicitation in BidNet and three (3) responses were received on October 27, 2025. After reviewing and evaluating the written response, and Best and Final Offer, the Evaluation Committee recommends awarding to Leif Johnson Collision Center and Austin Mac Haik Ford Lincoln, as the two highest-ranked respondents.

These contracts are anticipated to exceed $50,000 over the lives of the contracts.

Solicitation Information:
Number of Vendors Viewed in BidNet: 23
Number of Responses Received: 3

Contract Information:
Contract No.: 4400008561
Contractor Name: Leif Johnson Collision Center
Contract Award Amount: As needed
Contract Period: February 6, 2026, to February 5, 2032

Contract Information:
Contract No.: 4400008562
Contractor Name: Austin Mac Haik Ford Lincoln

Contract Award Amount: As Needed
Contract Period: February 6, 2026, to February 5, 2032

Staff Recommendations:
The Transportation and Natural Resources Department recommends approval of these contract awards.

Purchasing Comments: The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
Comments: As needed

Required Authorizations:
N/A

Attachments:
1. HUB Info
2. Leif Johnson Collision Center Ethics Disclosure Form
3. Mac Haik Ford Lincoln Ethics Disclosure Form
4. Department Memo
5. Evaluation Matrix
6. Leif Johnson Contract
7. Mac Haik Contract

Travis County Commissioners Court
Voting Session HUB Program Summary

Recommended Respondent(s)

Contractor Name	Prime HUB Type	Local Vendor	Race-Neutral Goal	HUB Subcontractor Percentage	Non-HUB Subcontractor Percentage	Self-Performing Prime?
Austin Mac Haik Ford Lincoln	Non-HUB	Yes	0.00 %	0.00%	0.00%	Yes
Good Faith Effort (GFE) Met?	Limited subcontracting opportunities identified. Per the Disparity Study recommendation, if there are limited subcontracting opportunities, then no goal should be applied and the GFE requirements do not apply.					

Contractor Name	Prime HUB Type	Local Vendor	Race-Neutral Goal	HUB Subcontractor Percentage	Non-HUB Subcontractor Percentage	Self-Performing Prime?
Leif Johnson Collision Center	Non-HUB	Yes	0.00 %	0.00%	0.00% (Percentage TBD)	No
Good Faith Effort (GFE) Met?	Limited subcontracting opportunities identified. Per the Disparity Study recommendation, if there are limited subcontracting opportunities, then no goal should be applied and the GFE requirements do not apply.					

Travis County Purchasing Office

Ethics Disclosure Form

Project Number: 120-CM

Leif Johnson Collision Center dba Leif Johnson Collision Center

Vendor Contact: Austin Kinsey
Email: akinsey@leifjohnsonford.com
Phone: (512) 381-0455

Political Contributions

None

Lobbying Activities

None

Travis County Purchasing Office

Ethics Disclosure Form

Project Number: 120-CM

AUSTIN MAC HAIK FORD LINCOLN dba MAC HAIK FORD LINCOLN

Vendor Contact: Donnie Boyd
Email: dboyd@machaikfl.com
Phone: (512) 930-8333

Political Contributions

None

Lobbying Activities

None

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TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
CYNTHIA C. MCDONALD, COUNTY EXECUTIVE

700 Lavaca Street, 5th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

MEMORANDUM

DATE: December 19, 2025

TO: C.W. Bruner, PMP, CPPB, Purchasing Agent

FROM: Cynthia C. McDonald, County Executive DocuSigned by: F4CF835DAB7D48E...

SUBJECT: Award Recommendation – Auto Body Repair Services
Solicitation 120-CM

Transportation and Natural Resources (TNR) recommend award to Leif Johnson Collision and Mac Haik Ford Lincoln for the provision of automotive body repairs services.

Funding for ongoing services is available within centralized Fleet cost centers 1490350001 and 1490350145 and made available through the annual budget process.

Please contact Jennifer R. Espinosa at (512) 854-4239 for additional information.

CC: Sydnia Crosbie, Chief Deputy – TNR
Charles Schoenfeld, Asst. Dir. Fleet Services – TNR Fleet
Robert Valenzuela, Public Works Dir. – TNR
Tanner Voelkel, Asst. Dir. Admin. & Planning. - TNR Finance DS TV
Jennifer R. Espinosa, Financial Mgr., Operations – TNR Finance

COURT

Evaluation Matrix - 120-CM - Auto Body Repair Services

Criteria Description	Max Points	Leif Johnson Collision Center	Mad Monkey Industries LLC	Mac Haik Ford Lincoln
Proposed Approach to Providing Services	40	38.40	24.40	29.60
Demonstrated Expertise of Personnel	20	19.20	11.20	15.60
Demonstrated Experience of the Firm	20	17.60	12.40	15.20
Fee Response	20	20.00	6.60	13.00
Total	100	95.20	54.60	73.40

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TRAVIS COUNTY PURCHASING OFFICE

SERVICES AGREEMENT

BETWEEN

COUNTY OF TRAVIS

AND

LEIF JOHNSON FORD II LTD

FOR

AUTO BODY REPAIR SERVICES

AGREEMENT NO. 4400008561

TRANSPORTATION AND NATURAL RESOURCES

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SERVICES AGREEMENT
FOR AUTO BODY REPAIR SERVICES

This Agreement is entered into by the following Parties: County of Travis, a corporate and political subdivision of the State of Texas, ("County") and Leif Johnson Ford II LTD, ("Contractor").

RECITALS

County desires to obtain the services of a qualified contractor to provide auto body repair services for the County.

County issued Request for Services ("RFS") No. 120-CM, Auto Body Repair Services on September 29, 2025, to seek qualified entities to perform these services.

Contractor timely submitted a proposal in response to the RFS and County has determined that the proposal submitted by Contractor is responsive to the requirements of the RFS.

Contractor has the professional ability and expertise, and any necessary degrees, licenses, and certifications to provide these services and Contractor has demonstrated the competence, experience and qualifications based on the criteria of this RFS and will provide the best value to the County based on the proposal submitted.

AGREEMENT

NOW, THEREFORE, County and Contractor agree as follows:

1.0 **DEFINITIONS**

In this Agreement,

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

1.2. "Contractor" means Leif Johnson Ford II LTD.

1.3. "County Auditor" means the Travis County Auditor.

1.4. "Director" means Chuck Schoenfeld, Assistant Director Fleet Services, or successor.

1.5. "Fiscal Year" means the County fiscal year, currently that period beginning on October 1 of one year and continuing through September 30 of the following year.

1.6. "Key Contracting Person" means any person or business listed in Exhibit 1 to Attachment D of this Agreement and marked as the Ethics Sworn Declaration.

1.7. "Parties" mean County of Travis, a corporate and political subdivision of the State of Texas and Contractor.

1.8. "Purchasing Agent" means Travis County Purchasing Agent, C.W. Bruner, PMP, CPPB, or successor.

1.9. "Working Day(s)" means Monday through Friday except for days that County has designated as holidays listed at http://www.traviscountytx.gov/human-resources/holiday-schedule. If a number of days is specified in this Contract and does not say "Working," then it refers to calendar days.

2.0 **ENGAGEMENT OF CONTRACTOR**

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2.1. The Purchasing Agent acts as County's overall agreement administrator. The Purchasing Agent may designate representatives to transmit and receive information**.**

2.2. Communication and Authority. The Director or designee will act on behalf of County with respect to the work to be performed under this Agreement. 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. The Director has the authority to interpret and define in writing County's policies and decisions with respect to Contractor's services. However, Director shall not serve as the agent of the County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information. The Director may designate representatives to transmit instructions and receive information.

3.0 TERM

3.1. Term. The Term of this Agreement commences on February 6, 2026, and continues through February 5, 2032, unless sooner terminated as provided herein.

3.2. Termination. County may terminate this Agreement at any time by giving the Contractor written notice of such termination at least thirty (30) days before the effective date of the termination.

4.0 CONTRACTOR'S RESPONSIBILITIES

4.1 Scope of Services. Contractor shall perform, in a timely manner, the services and activities described in the Scope of Services in Attachment A to this Agreement.

4.2 Ethical Compliance and Standard of Care. Contractor shall perform all services and exercise all discretionary powers in a manner consistent with applicable professional ethics and Contractor's best professional judgment. Contractor shall use at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances.

4.3 Professional Qualifications. At all times during this Agreement, Contractor's personnel performing services under this Agreement shall maintain in good standing their professional licenses, certifications, and accreditations applicable to services.

4.4 Subcontracting. Except as otherwise specifically provided herein, Contractor is prohibited from hiring or subcontracting with any other person to perform any of Contractor's obligations under this Agreement.

4.5 Civil Rights and Equal Opportunity in Employment. During the performance of the services under this Agreement, Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any applicant for employment, employee, or other person on the basis of race, color, religion, sexual orientation, gender identity/expression, age, veteran status, national origin, or handicapped condition and shall provide reasonable accommodations for disabilities as required by the Americans with Disabilities Act as amended.

4.5.1 Compliance with Regulations: Contractor shall comply with the requirements relative to nondiscrimination in Federally Assisted programs, including but not limited to Title VI of the 1964

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Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1B, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

4.5.2 Nondiscrimination: Regarding the work performed by Contractor under this Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 in 49 CFR Part 21, including employment practices.

4.5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4.5.4 Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Contractor under the Agreement until Contractor complies, or until cancellation, termination, or suspension of the Agreement, in whole or in part.

4.5.5 Incorporation of Provisions: Contractor shall include the provisions of section 4.5 (regarding nondiscrimination) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.

4.5.6 List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the

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basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4.6 Verification of Non-Discrimination Against Specified Entities. In compliance with Texas Government Code, chapter 2271, chapter 2274, and chapter 2276, Contractor's signature on this Agreement serves as written verification that Contractor complies with the following sections:

4.6.1 Contractor does not boycott Israel and will not boycott Israel during the Agreement Term;

4.6.2 Contractor does not boycott energy companies and will not boycott energy companies during the Agreement Term; and

4.6.3 Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the Agreement Term.

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

4.8 Insurance Requirements. Contractor shall comply with the insurance requirements in Attachment C, "Insurance Requirements".

4.9 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.

4.10 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 must be approved by Commissioners Court before providing

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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 scope of services.

4.11 Certification Regarding Debarment. Contractor shall complete and update a Certification Regarding Debarment on the form in Attachment E whenever there is a change in status.

4.12 Verification of Entity. In compliance with Texas Government Code, section 2252.152, Contractor's signature on this Agreement or any amendments or modifications to this Agreement serves as written verification that Contractor is not a company identified on the Texas Comptroller's list or otherwise identified as a company engaged in business with Iran, Sudan, or any foreign terrorist organization. [The list is prepared and maintained under Section 806.051, 807.051, or 2252.153.]

5.0 COMPENSATION, BILLING AND PAYMENT

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

5.2 Fees. For and in consideration of the satisfactory performance by Contractor of the services 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 in Attachment B.

Not to exceed amount: As Needed Basis
Additional Fees: None

5.3 Satisfactory Completion of Services. County is not 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.

5.4 Timely Payment. Contractor may contact the Auditor's Office, Disbursements Division at (512) 854-9125 for assistance with setting up electronic payment through ACH, which deposits payments directly into Contractor's account. County shall pay Contractor within thirty (30) days after the receipt by County Department of a complete and correct invoice. However, County shall notify Contractor of an error or disputed amount in an invoice submitted for payment by Contractor not later than the 21st day after the date County receives the invoice, and shall include in the notice to Contractor a detailed statement of the amount of the invoice which is disputed. County may withhold from payments required no more than 110 percent of the disputed amount. County must pay any undisputed amount of the invoice within 30 days after receipt of the invoice. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

5.5 Invoicing. Contractor shall invoice County monthly for services performed pursuant to this Agreement.

5.5.1 County pays by ACH/EFT or check upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below:

Patti Smith, CPA
Travis County Auditor

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Preferably via e-mail to: AP@traviscountytx.gov
or
Via mail to: P.O. Box 1748
Austin, Texas 78767

To be "correct and complete," an invoice must include at least the following information:

5.5.1.1 Name, address, and telephone number of Contractor, which should match the name shown on the W-9 that Contractor submitted to the Auditor's Office;
5.5.1.2 Name and address where the payment is to be sent if payment is by check;
5.5.1.3 County Contract Number and County Purchase Order Number;
5.5.1.4 Identification of items or services as outlined in the Agreement*;
5.5.1.5 Quantity or quantities, applicable unit prices, total prices by item, and total invoice amount, and
5.5.1.6 Any additional payment information that may be called for by the Agreement*.

*Note: Information reflecting Protected Health Information (PHI), or Personally Identifiable Information (PII) must be properly redacted before submission of an invoice to the Auditor's Office to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and other privacy regulations.

Invoices with improperly redacted PHI or PII will not be processed for payment, and they will be permanently deleted from our files. For payment to be made, a new invoice must be submitted. The new invoice must have all PII/PHI information redacted and appropriately disclosed.

5.5.2 Additional Copy of Invoice: In addition, Contractor shall send a copy of the invoice to:

Jennifer R. Espinosa (or successor)
Financial Manager
Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, TX 78767
Jennifer.Espinosa@traviscountytx.gov
FleetFinance@traviscountytx.gov

If payment is based on percentage of completion, Contractor shall also submit a statement showing the percentage of completion of the work as at the date of the invoice with each invoice, and any additional written information requested by County to document the progress of the work.

5.6 Overpayment. Contractor shall refund to County any money which County has paid to Contractor, which County determines has resulted in overpayment to Contractor. Contractor shall make this refund to County within thirty (30) days after County requests the refund. If County enters into any subsequent Agreement with Contractor and Contractor fails to refund any money owed to County within thirty days of request, County may offset the difference against the next advance or payment payable to Contractor.

5.7 Delinquent Property Taxes. Despite anything to the contrary in this Agreement, if Contractor is delinquent in the payment of property taxes at the time of invoicing, Contractor hereby assigns any payments to be made for services rendered under this Agreement to the Travis County Tax Assessor-Collector for the payment of these delinquent taxes.

5.8 Disbursements to Persons with Outstanding Debt.

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5.8.1 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.

5.8.2 In accordance with Section 154.045 of the Local Government Code, if notice of the Debt has been filed with the County Auditor or County Treasurer evidencing the Debt of Contractor to the State, the County or a salary fund, a check or warrant may not be drawn on a County fund in favor of Contractor, or an agent or assignee of Contractor until:

5.8.2.1 the County Treasurer notifies Contractor in writing that the Debt is outstanding; and
5.8.2.2 the Debt is paid.

5.8.3 County may apply any funds County owes Contractor to the outstanding balance of the Debt for which notice is made under section 5.8.2.1, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the Debt.

5.9 Period of Services. County shall not be liable for costs incurred or performances rendered by Contractor before or after the term of this Agreement.

5.10 Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Contractor twenty days written notice that this Agreement is terminated due to the failure to fund it.

6.0 RECORDS CONFIDENTIALITY AND ACCESS

6.1 Confidentiality. Contractor shall establish a method to secure the confidentiality of records and other information relating to auto body repair services 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.

6.2 Records Maintenance. Contractor shall create, maintain, and retain, and make reasonably available to County, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under this Agreement for three (3) years after the provision of the services, or until any audit or 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.

6.3 Access to Records. Contractor further agrees that the County or its duly authorized representatives shall have access to all books, documents, papers, reports and records of Contractor, which the County deems are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws. Contractor shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Contractor is in the exclusive

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possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.

6.4 Right to Contractual Material. County is entitled to copies of 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, which will become the property of the County.

7.0 AMENDMENTS / MODIFICATIONS

7.1 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. CONTRACTOR ACKNOWLEDGES 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 SPECIFIC AUTHORITY BY COMMISSIONERS COURT.

7.2 Requests for Changes. Contractor shall submit all requests for changes to this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.

7.3 Purchasing Agent Authority. Contractor acknowledges that the Purchasing Agent has certain authority to approve an amendment subject to 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 certain amendment requests under this Agreement. 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.

8.0 OTHER PROVISIONS

8.1 INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY 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, DUE TO 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 AGREEMENT.

8.2 Copyrights, Patents & Licenses. Contractor represents and warrants that it has adhered to all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in 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 OR OTHER APPLICABLE PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT. Any proprietary or intellectual property rights granted to the County shall apply for the duration of this Agreement.

8.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any entity against Contractor or County in relation to the performance of this Agreement or any other complaint or cause of action, 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

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notice must include the name and address of the 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 this Agreement. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions, along with a full description of how the claim or action may affect the Contractor's ability to perform the services under this Agreement.

8.4 Suspension. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Contractor written notice of suspension which is effective on the date on which Contractor receives it. County may reinstate performance, and this Agreement may be resumed in full force and effect within sixty (60) days by giving Contractor a written notice of reinstatement. Upon receipt of the notice of suspension, Contractor shall:

8.4.1 immediately begin to phase out and discontinue all services in connection with the performance of this Agreement unless notice otherwise directs and shall prepare a statement detailing the services performed under this Agreement before receipt of the notice.

8.4.2 submit the statement of prior services to County for payment of the approved services actually performed under this Agreement, less previous payments.

8.5 Non-Waiver of Default.

8.5.1 No payment, act or omission by County may constitute or be interpreted as a waiver of any breach or default of Contractor which then exists or may subsequently exist.

8.5.2 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 or in equity and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

8.6 FORFEITURE OF AGREEMENT. If Contractor has done business with a Key Contracting Person as listed in Exhibit "1" to Attachment D during the 365 day period immediately prior to the date of execution of this Agreement by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Agreement by Contractor (including business done during any Renewal Term of this Agreement) and prior to full performance of this Agreement, Contractor will forfeit all County benefits of this Agreement and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Agreement. Contractor will notify County of any change in the information submitted with this Agreement as to the Ethics Sworn Declaration within twenty (20) days of such change throughout the Term of this Agreement.

8.6.1 "Is doing business" and "has done business" means:

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

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(b) 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;

but does not include:

(c) 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;

(d) 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; or

(e) If Contractor is a national or multinational corporation, any transaction for financial service or insurance coverage made on behalf of Contractor by its agent, employee or other representative who does not know and is not in a position that he or she should have known about this Agreement.

8.7 Agreement.

8.7.1 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.

8.7.2 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.

Attachment A – Scope of Services
Attachment B – Fee Schedule
Attachment C – Insurance Requirements
Attachment D – Ethics Sworn Declaration including:
Exhibit 1 - List of Key Contracting Persons
Exhibit 2 – Disclosure Form
Attachment E - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

8.7.3 Contractor's response to Solicitation 120-CM shall be incorporated into this Agreement and constitutes promised performances by Contractor in accordance with all terms of this Agreement.

8.8 Notices.

8.8.1 Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing, which includes email communications. The notice is deemed to have been given immediately if (1) hand-delivered in person to the Party identified below or (2) by email communication to the email address specified in this section for each Party or other email address mutually agreed to by both Parties in writing. If notice is by mail, the notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid,

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by registered or certified mail with return receipt requested, addressed to the Party to whom the notice is to be given at the address set forth in this section.

8.8.2 County Address. The address of County for all purposes under this Agreement is:

C.W. Bruner, PMP, CPPB (or successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767
c.w.bruner@traviscountytx.gov

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

Cynthia C. McDonald (or successor)
County Executive
P.O. Box 1748
Austin, Texas 78767
cynthia.mcdonald@traviscountytx.gov

8.8.3 Contractor Address. The address of Contractor for all purposes under this Agreement is:

Leif Johnson Ford II LTD
2600 Picadilly Dr
Round Rock, TX 78660
kdiamond@leifjohnsonford.com

8.9 Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 8.8. Any change in the address shall be reported within fifteen days of the change.

8.10 Dispute Resolution - Administration by Purchasing Agent. When Contractor and/or County have been unable to successfully resolve any question or issue related to this Agreement, Contractor or County shall present the matter to the Purchasing Agent in a written notice of the question or issue. This notice must contain a specific written description of the issues involved as well as Contractor's requested resolution of the matter and any other relevant information which Contractor desires to include. When the Purchasing Agent receives this notice, the Purchasing Agent acts as the County representative in any further issuances and in the administration of this Agreement related to the described matter. Unless otherwise stated in this Agreement, any document, notice, or correspondence related to the issues at this stage that are not issued by or to the Purchasing Agent may be considered void. If Contractor does not agree with any document, notice or correspondence related to the matter issued by the Purchasing Agent or other authorized County person, Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten 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 matter to Contractor within thirty days of receipt of the initial written notice by the Purchasing Agent. If this final resolution does not resolve the matter to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court within ten calendar days after receipt of the unsatisfactory final resolution through the Purchasing Agent. The Purchasing Agent will provide a copy of the Notice of Appeal to the Director. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court's agenda.

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

8.12 Force Majeure. If the performance by Contractor or County or either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, sovereign conduct, or the act or conduct of any person or persons not a party to or under the control (by contract or otherwise) of a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. If Force Majeure conditions exist, the party affected by them shall give the other party written Notice within five working days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

8.13 Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other contractors as reasonable and necessary and as required by the Director.

8.14 Independent Contractor. The Parties expressly acknowledge that Contractor is an independent contractor, operating solely in that capacity. Contractor assumes all of the rights, obligations, and liabilities applicable to an independent contractor. Neither Contractor nor any of Contractor's employees will be considered an employee, partner, joint-venturer, nor agent of County, nor does Contractor or any of its employees gain any rights against County pursuant to the County's personnel policies. County will not pay Contractor nor Contractor's employees any customary Travis County benefits, including but not limited to FICA, payroll taxes, worker's compensation, health or retirement benefits, sick leave or vacation or holiday pay. Contractor is responsible to report all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with services rendered under this Agreement and is solely obligated to pay any and all taxes related to income paid to Contractor.

8.15 No Third-Party Rights. No provision in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement, any benefits, rights, or remedies under or by reason of this Agreement.

8.16 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, are governed by the laws of the State of Texas.

8.16.1 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.

8.16.2 Law and Venue. All obligations under this Agreement are performable in Travis County, Texas. Venue for any litigation concerning this Agreement is in Travis County.

8.16.3 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,

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agent, employee, or representative of County has any authority to assign any part of this Agreement unless expressly granted that specific authority by Commissioners Court.

8.17 Binding Agreement. Despite any other provision in this Agreement, it is binding upon and inures to the benefit of the County and Contractor and their respective successors, executors, administrators, and assigns. Neither the County nor Contractor may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other Party.

8.18 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 and County is under no obligation to refer any work to Contractor for services under this Agreement.

8.19 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.

8.20 Certificate of Contractor. Contractor certifies that neither Contractor nor any members of Contractor's firm nor any Subcontractor has:

8.20.1 Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for Contractor) to solicit or secure the work provided by the Agreement.

8.20.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

8.20.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Contractor further agrees that this certification may be furnished to any local, state or federal government agencies in connection with this Agreement and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

8.21 Interpretational Guidelines.

8.21.1 Computation of Time. When any period of time is stated in this Agreement, the time is 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.

8.21.2 Number and Gender. Words of any gender in this Agreement are interpreted to include any other gender and words in either singular or plural form are interpreted to include the other unless the context in the Agreement clearly requires otherwise.

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8.21.3 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 interpreting this Agreement.

8.22 Conflict of Interest Questionnaire. If required, Contractor shall complete, file, and update a Conflict of Interest Questionnaire in compliance with Chapter 176, Texas Local Government Code. Contractor acknowledges that the law requires the County to provide access to a filed Questionnaire on the official Travis County website.

8.23 County Monitoring. The Contractor will be monitored by the Director (or their designee) for compliance with the requirements of this Agreement.

8.24 Signatures. The person or persons signing this Agreement on behalf of the Contractor or representing themselves as signing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by the 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.

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DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both Parties.

Leif Johnson Ford II LTD

DocuSigned by:
ken Diamond
7759D98AD49343B...

Name: Ken Diamond

Title: collision center director

Date: 1/5/2026

County of Travis, Texas

Travis County Judge
Andy Brown

Date:

Approved as to Purchasing Policies and Procedures by:

Initial
BB

Travis County Purchasing Agent
C.W. Bruner, PMP, CPPB

Approved as to Legal Form by:

Assistant County Attorney

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ATTACHMENT A
SCOPE OF SERVICES

1. **GENERAL REQUIREMENTS**: Contractor agrees to provide all labor, parts, materials, and transportation necessary to perform Auto Body Repair services on County owned cars and trucks on an as needed basis at the contractor's place of business.

The Agreement is divided into two groups: Group A – Light Cars and Trucks and Group B – Heavy Trucks. Group A covers any vehicles under a 15,000 Gross Vehicle Weight Rating (GVWR). Group B covers any vehicles over at 15,000 Gross Vehicle Weight Rating (GVWR).

2. **PERFORMANCE REQUIREMENTS:**

2.1 **Notification process:** A Travis County representative will notify Contractor that the County has a vehicle in need of repair. Contractor shall either pick-up the vehicle within 24 hours at the expense of the Contractor or Contractor shall inspect the vehicle at the County shop within 24 hours of notification.

2.2 **Estimate:** After a vehicle has been picked up for repair or inspected, Contractor has eight (8) working hours to submit a repair estimate in writing to the County representative via email as specified in the Notice section of the Agreement. This repair estimate shall be in accordance with the Fee Schedule for parts and labor. The estimate shall indicate labor and/or parts cost by component and it shall include the total turnaround time for the repair. In addition to submitting the estimate in writing, the Contractor shall call the County representative to notify them of the estimate amount. No work is to be completed until the Contractor receives written approval from the County representative. Estimates must be computerized to be accepted for repairs that require third party insurance claims.

2.3 **Estimate Approval**: Travis County reserves the right to approve or disapprove any estimate provided by the contractor. Estimate approval can be provided by Travis County for repairs either over the phone or via email. For vehicles that "total out", a written statement of total loss shall be attached to the estimate. In special circumstances, the County representative will require the Contractor to provide an on-site damage estimate, at no expense to the County, when "total out" is believed to have occurred.

2.4 **Repair Turn Around Time:** Contractor shall begin repair work on the vehicle within two business days of receipt of the estimate approval from Travis County. If Contractor is unable to begin work within two (2) business days of the estimate approval, Contractor shall notify the County in writing. In this event, Travis County reserves the right to send the vehicle to an alternate vendor for that specific repair.

2.5 **Hidden Damage:** Contractor shall submit a revised repair estimate for approval if additional damage is found during the course of repair. The revised estimate shall be sent via email to the County representative for approval and Purchasing will issue a revised purchase order to reflect the additional costs.

2.6 **Delivery and Approval:** Contractor shall send a knowledgeable employee, manager, or owner to deliver the vehicle so that Contractor may provide further information on the quality and completeness of the repair upon delivery. This employee, manager, or owner shall have the knowledge and experience to explain quality and completeness of the repair in detail with the County representative. The contractor shall present a copy of the invoice upon delivery of the vehicle. The County representative will then decide to either accept or reject the repair work on the vehicle. If accepted, the County personnel will sign and date the invoice provided. Only computerized invoices will be accepted. No handwritten invoices will be accepted. A copy of the signed invoice shall be emailed to the contractor for their own records.

2.7 **Progress Reports:** Contractor shall provide a weekly progress report of repairs via telephone calls to the Travis County Representative for every week that a vehicle is at the contractor's location.

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2.8 **Emergency Work:** Contractor shall accept such work as may be determined by the County as an emergency and so declared. Contractor further agrees to give such emergency work priority over all other work in Contractor's shop. Emergency repairs will be justified only for vehicles used regularly in providing for the safety, health or welfare of the general public. A County representative will designate those vehicles as emergency vehicles during the notification process to the contractor. The emergency status shall be noted on the estimate provided by the contractor. If Contractor cannot perform expeditious work on emergency vehicles, the contractor shall notify the County in writing. The County then reserves the right to seek services from an alternate vendor for that one specific repair.

2.9 The contractor's body repair facility shall be I-CAR certified, except heavy truck shops. The contractor's body repair technicians shall be I-CAR or ASE (Automotive Service Excellence) certified, except heavy truck shops.

2.10 Contractor agrees to charge for services at the actual hourly rates shown in the Fee Schedule.

2.11 Contractor shall have the following equipment on the repair site:

2.11.1 A paint booth that is in legal compliance with all applicable laws. The total facility shall conform to all applicable, city, County, state, and federal codes.

2.11.2 A uni-body dedicated bench system at the repair facility. The contractor shall have adequately trained employees to use the uni-body bench system. The bench system shall be capable of making multiple body and structural pulls for straightening.
*The uni-body dedicated bench system requirement does not apply to Group B – Heavy Trucks

2.11.3 A general auto body and/or truck repair equipment at the repair facility, depending on which groups of vehicle body repairs are bid.

2.11.4 An air conditioning freon recycling and charging station and have employees certified to use this equipment or agree to have this sublet to a repair facility who has the equipment and certified employees. This equipment shall meet all state and federal requirements for freon recycling.

2.11.5 A mig welder or other electric spot-welding equipment for body welding. Gas welding is not acceptable. The contractor shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The contractor is to replace at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before welding operations.

2.12 Contractor agrees to perform realignment of all vehicles. This shall be a thrust alignment for frame vehicles and four-wheel alignments for unibody vehicles. A printout of the readings after the alignment shall be provided with each repair order. Contractor's employees shall be qualified to perform alignment work.

2.13 Contractor shall provide a written warranty against defects in material and workmanship for a period of not less than twelve (12) months. If the manufacturer's standard warranty exceeds twelve (12) months, then the manufacturer's standard warranty period shall apply. Contractor shall furnish manufacturer's warranty at the time of delivery. Contractor shall provide manufacturer's warranty documents with full disclosure of any and all warranty terms, conditions and tenures on each material installed under this contract.
During the warranty period, Contractor will be responsible for labor, material, and other costs as associated with required warranty repair. It is the intent of this warranty that Contractor performs warranty repair work.

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2.14 Contractor must obtain prior approval in writing from the Travis County representative for any subcontracting. Subcontractors providing service under the Agreement shall meet the same service requirements and provide the same quality of service required of Contractor. The contractor shall guarantee the reliability and the accuracy of the subcontracted repairs as if the work was done by Contractor. The contractor shall supply subcontracting documentation when repairs are subcontracted. If the subcontracted warranty supersedes the warranty of the contractor, Contractor shall agree to the warranty duration of the subcontractor.

2.15 Contractor acknowledges and agrees to Travis County's preference of only new O.E.M parts to be installed during a repair. However, after-market or used parts (parts not found in Mitchell's Price Manual) may be used if approved, in writing, by a Travis County Fleet Services Supervisor. Contractor agrees to replace the vehicle's structural components with original factory components only and to supply proof of purchase of said parts. Such proof shall be supplied upon request by Travis County Fleet Services and/or TNR office. Contractor must retain replaced parts for inspection. Failure to notify County representative of the substitution of a used part, where the estimate calls for a new part, may be cause for termination of the contract.

2.16 Contractor shall guarantee all structural procedures performed will return the vehicle to the manufacturer's specifications. Contractor must be willing to demonstrate the ability to do so. Contractor agrees to perform any repairs according to the vehicle's factory recommended repair techniques. If no repair techniques are recommended, then I-CAR (Inter-Industry Conference on Automotive Collision Repair) repair procedures are to be used.

2.17 Contractor agrees to apply painting materials according to the manufacturer's recommended procedures and to apply material that will provide, at a minimum, equal longevity compared to the original paint and procedures.

2.18 All installations and fabrications are subject to a Travis County quality control inspection. There shall be no additional charges accepted for Contractor comeback due to poor quality work. Only high-quality work as determined by County will be accepted for final payment.

2.19 Contractor will ensure that all vehicles are stored in a secured storage area or building, and the vehicle must be locked when it is not being serviced.

2.20 Sheet metal parts may be O.E.M., after market, or used. This shall be noted on the estimate and invoice. The labor hours to replace a part/component shall be determined by using a current Mitchell Collision Estimate Guide.

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3. <u>Damaged Vehicle Pick-up Locations:</u>

West Service Center
Point of Contact: Robert Retzolk
Robert.Retzolk@traviscountytx.gov
Phone: 512-854-8165
4501 FM 620 North
Austin, Texas 78732
Hours of Operation are from 7:00 a.m. to 3:30 p.m., Monday through Friday

East Service Center Light Shop
Point of Contact: Gregory Drott
Gregory.Drott@traviscountytx.gov
Phone: 512-854-7766
6011 Blue Bluff Road

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Austin, Texas 78724
Hours of Operation are from 7:00 a.m. to 3:30 p.m., Monday through Friday

East Service Center Heavy Shop
Point of Contact: Ray Garza
Ray.Garza@traviscountytx.gov
Phone: 512-854-9446
6011 Blue Bluff Road
Austin, Texas 78724
Hours of Operation are from 7:00 a.m. to 3:30 p.m., Monday through Friday

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ATTACHMENT B
FEE SCHEDULE

SERVICES:	UOM	Price/Percent
Group 1 – Cars and Light Trucks: Body and Fender Labor	HR	$46.00
Group 1 – Cars and Light Trucks: Frame Labor	HR	$55.00
Group 1 – Cars and Light Trucks: Mechanical Labor	HR	$75.00
Group 1 – Cars and Light Trucks: Paint Refinishing Labor	HR	$46.00
Group 1 – Cars and Light Trucks: Paint Material Cost Rate	HR	$50.00
Group 1 – Cars and Light Trucks: OEM Materials Cost Markup	%	15%
Group 1 – Cars and Light Trucks: After Market Material Cost Markup	%	18%
Group 2 – Heavy Trucks: Body and Fender Labor	HR	$85.00
Group 2 – Heavy Trucks: Frame Labor	HR	$95.00
Group 2 – Heavy Trucks: Mechanical Labor	HR	$125.00
Group 2 – Heavy Trucks: Paint Refinishing Labor	HR	$46.00
Group 2 – Heavy Trucks: Paint Material Cost Rate	HR	$50.00
Group 2 – Heavy Trucks: OEM Materials Cost Markup	%	15%
Group 2 – Heavy Trucks: After Market Material Cost Markup	%	18%

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ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have and shall require all subcontractors providing services to obtain and maintain, standard insurance sufficient to cover the needs of both Contractor and all Subcontractors pursuant to applicable generally accepted business standards. Upon prior reasonable notice to Contractor, County may review insurance requirements and require Contractor to make reasonable adjustments when the scope of Services has been expanded.

Contractor is responsible for all premiums, deductibles, and self-insured retention. Contractor shall obtain insurance that meets the following standards:

- Coverage written by companies licensed in Texas with an A.M. Best rating of B+ VIII or higher;
- Coverage written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy;
- Coverage that provides at least the types and limits in this Attachment.

As evidence of coverage, Contractor shall provide a Certificate of Insurance issued by the writing agent or carrier to the Purchasing Agent within 10 working days after both Parties execute this Agreement. The Certificate must state the Travis County contract number, show all deductibles and self-insured retention, and include all endorsements required by that type of coverage by number. Upon County's request and without expense, County may receive certified copies of policies and endorsements.

Insurance which includes Travis County as Additional Insured is considered primary for all claims except for professional liability and E & O Policies.

Contractor shall not allow any insurance to be cancelled or lapse during any term of this Agreement. The minimum types and limits of insurance coverage are:

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:
      a. Waiver of Subrogation (Form 420304)
      b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance
   1. Minimum limit: $1,000,000 per occurrence for coverage A and B with a $2,000,000 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:
      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)

C. Business Automobile Liability Insurance
   1. Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $300,000 per occurrence.

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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)

D. Professional Liability and/or E & O Insurance
1. Minimum Limit: $1,000,000 per Occurrence
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.
3. Additional insured status for Travis County is not required.

E. Umbrella Coverage
1. Minimum Limit: $5,000,000 excess
2. Must follow form of Primary coverages
3. The Policy shall also include the following endorsements in favor of Travis County:
   a. Waiver of Subrogation
   b. Thirty (30) day Notice of Cancellation
   c. Travis County named as additional insured

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ATTACHMENT D
ETHICS SWORN DECLARATION

Date: 10/17/2025

Name of Declarant: Ken Diamond

Title of Declarant: Collision Center Director

Business Name of Contractor: Leif Johnson Collision Center

County of Contractor: Travis

Declarant on oath swears that the following statements are true and complete:

1. Declarant is authorized by Contractor to make this Sworn Declaration for Contractor.

2. Declarant is fully aware of the facts stated in this Sworn Declaration.

3. Declarant can read the English language.

4. Contractor has received the list of key contracting persons associated with this Agreement which is attached to this Sworn Declaration as Exhibit "1".

5. Declarant has personally read Exhibit "1" to this Sworn Declaration.

6. Declarant has no knowledge of any key contracting person on Exhibit "1" with whom Contractor is doing business or has done business during the 365-day period immediately before the date of this Sworn Declaration whose name is not disclosed in Exhibit “2” to this Sworn Declaration.

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Ken Diamond
Signature of Declarant

Ken Diamond
Typed or printed name of Declarant

2600 Picadilly Dr
Address

Round Rock TX 78664
City, State Zip Code

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EXHIBIT 1, ATTACHMENT D
LIST OF KEY CONTRACTING PERSONS
July 15th 2025

CURRENT EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Andy Brown	
County Judge (Spouse)	Sara Strother	Ascension Seton
Chief of Staff to County Judge	Kate Garza	
Agenda Specialist	Leo Carneiro	
Policy Counsel	Emma Hilbert	
Communications Advisor	Jacqueline Arias-Bryant	
Administrative Coordinator	Cynthia Valdez	
Commissioner, Precinct 1	Jeff Travillion	
Commissioner, Precinct 1 (Spouse)	Perri Travillion	Austin Spurs
Chief of Staff to County Commissioner	Walter Muse	
Executive Assistant	Deone Wilhite	
Executive Assistant	Caitlin Brown	
Commissioner, Precinct 2	Brigid Shea	
Commissioner, Precinct 2 (Spouse)	John Umphress	Austin Energy
Chief of Staff to County Commissioner	Barbara Rush	
Executive Assistant	Lani Oglewood	
Executive Assistant	Dora Anguiano	
Commissioner, Precinct 3	Ann Howard	
Commissioner, Precinct 3 (Spouse)	John Howard	Dell Tech
Chief of Staff to County Commissioner	Nirav Shah	
Executive Assistant	Lucy Oglesby	
Executive Assistant	Mick Long	
Executive Assistant	Brianna McBride	
Commissioner, Precinct 4	Margaret Gomez	
Chief of Staff to County Commissioner	David Salazar	
Executive Assistant	Ricardo Rendon	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Patti Smith	
County Executive, Planning & Budget	Jessica Rio	
County Executive, Emergency Services	Charles Brotherton	
County Executive, Health & Human Services	Pilar Sanchez	
County Executive, Transportation & Natural Resources	Cynthia McDonald	
County Executive, (Interim) Justice & Public Safety	Victoria Ashley*	
County Executive, Technology & Operations	Paul Hopingardner	
County Executive, Community Legal Services	Geoff Burkhart	
Travis County Attorney	Delia Garza	
Attorney Deputy Chief Senior	Leslie Dippel*	
Attorney Deputy Chief Senior	Lucio Del Toro*	
Director Enforcement Litigation Division	Melissa Hargis*	
Attorney VII, Enforcement Litigation Division	Melissa Ferringer*	

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Attorney VI	Jacqueline Sanchez	
Attorney VII, Land Use Division	Julie Joe	
Attorney VI, Land Use Division	Christina Tagle	
Attorney VII, Land Use Division	Christopher Gilmore	
Attorney VII	Georgette Hogarth	
Director, Transactions and Land Use Divisions	Ann-Marie Sheely	
Asst Director, Transactions and Land Use Divisions	Ann Greenberg*	
Attorney VII, Transactions Division	Katherine (Kate) Fite	
Attorney VII, Transactions Division	Matthew R. Entsminger	
Attorney VII, Transactions Division	Becky Combs*	
Attorney VII, Transactions Division	Santiago Diaz*	
Attorney VII, Transactions Division	Viri Pulido	
Attorney II, Transactions Division	Linda Martinez*	
Director, Health Services Division	Trelisha Brown	
Attorney, Health Services Division	Kinski Moss	
Attorney VII, Health Services Division	David Duncan	
Attorney VII, Health Services Division	Prema Gregerson	
Attorney VI, Health Services Division	Haseeb Abdullah	
Purchasing Agent	C.W. Bruner, CPPB, PMP	
Procurement Director	Jorge Talavera, CPPO, CPPB, CTPE, NIGP-CPP	
Lead Procurement Officer	James A. Carey	
Lead Procurement Officer	Sara Kassem, MPA, CPPB, CTCM, CTCD, NIGP-CPP	
Lead Procurement Officer	Bridgett Bradshaw, NIGP-CPP, CPPB	
Procurement Specialist IV	Lori Clyde, CPPO, CPPB, CTPE, NIGP-CPP	
Procurement Specialist IV	Lee Perry	
Procurement Specialist III	Jerry Jones, MBA, CTCM	
Procurement Specialist III	Priscilla Harrington, CPP, CPSM	
Procurement Specialist III	Jean Liburd	
Procurement Specialist III	Jennifer Proctor Romero	
Procurement Specialist III	Limbania Rodriguez	
Procurement Specialist III	Geri Castaneda	
Procurement Specialist II	Patricia Estrada	
Procurement Specialist II	Sam Francis	
Procurement Specialist II	Joe Hon	
Procurement Specialist II	Christopher Milledge	
Procurement Specialist II	Tina Litzner	
Procurement Specialist II	Brandon Hoffman	
Procurement Specialist II	Jacqueline Childress, J.D.*	
Procurement Specialist II	Thomas Lynch*	
Procurement Specialist II	Lauren Hudak*	
Procurement Specialist II	Lezlie Mills*	
Procurement Specialist I	Koren Shannon*	
Procurement Specialist II	Ardian Shaholli*	
Procurement Specialist I	Vacant	
Procurement Specialist I	Sam McCord	
Procurement Specialist I	Teresa Rosalez	
Procurement Specialist I	Gina Garcia	
Procurement Specialist I	Claire Winn*	
Procurement Specialist I	Maurecia Smith*	

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Procurement Specialist I	Danielle Manriquez*	
Purchasing Operations Division Director	Jason G. Walker, CPPB	
Purchasing Operations Division Director	Rachel Fishback, CPPB	
Purchasing Operations Specialist III	April Cook*	
Purchasing Business Analyst II	Kevin Scarbrough	
Purchasing Business Analyst II	Scott Worthington	
Operations Consultant	Jennifer Winkler, MBA, CGAP, NIGP-CPP	
HUB Program Director	Sylvia Lopez	
Assistant HUB Director	Randle Jackson	
Community Liaison	Kaleo Lopez, SSH*	
HUB Specialist	Nicholas Morrow	
HUB Specialist	Jessica Reagan	
HUB Specialist	Crystal Bennett	
HUB Specialist	Sydney McClelland	
Purchasing Contract Compliance Director	Tenley Aldredge, M.I.A., J.D.	
Purchasing Contract Compliance Officer	Andrew J. Artzt, J.D.	
Purchasing Contract Compliance Officer	Kimberly Effinger	
Purchasing Contract Compliance Monitor	Dennis Reyna	
Purchasing Contract Compliance Monitor	Patrick Tuohy	
Purchasing Contract Compliance Monitor	Tommie Wesley	
Purchasing Contract Compliance Monitor	Joseph Castillo	
Purchasing Contract Compliance Monitor	Jonathan Garza, MPA	
Purchasing Contract Compliance Monitor	Odette Marin	
Purchasing Contract Compliance Monitor	Colby Elizondo*	
Financial Manager	Jennifer Espinosa	
Assistant Dir Administration & Planning	Tanner Voelkel	
Assistant Director Fleet Services	Charles Schoenfeld	
Fleet Services Coordinator	Mark Sobeck	
Mechanic Supervisor	Ray Garza	
Mechanic Supervisor	Gregory Drott	
Mechanic Supervisor	Robert Retzolk	

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

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FORMER EMPLOYEES

Position Held	**Name of Individual Holding Office/Position**	**Date of Expiration**
Assistant Director, Transactions and Land Use Divisions	James D. Nickell	10/01/25
Procurement Specialist II	Teri Mendez, CTCM	07/22/26

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EXHIBIT 2, ATTACHMENT D
DISCLOSURE

Exhibit 2 acknowledges that Contractor is doing business or has done business during the 365-day period immediately prior to the date of execution of the agreement with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons.

__ Jennifer Espinosa, Charles Schoenfeld, Ray Garza, Gregory Drott, and Robert Retzolk __

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business with any Key Contracting Person during the 365-day period immediately prior to the date of execution of the agreement.

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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 whom 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 paragraph4 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.

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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: Leif Johnson Collision Center

Signature of Authorized Representative: Ken Diamond

Printed Name of Authorized Representative: Ken Diamond

Title of Authorized Representative: Collision Center Director

Unique Entity ID (generated by SAM.gov): CRM8GGMY986

Date: 10/17/2025

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Docusign Envelope ID: DCBF2344-80E7-4A1D-829A-27AB42E654A1

TRAVIS COUNTY PURCHASING OFFICE

SERVICES AGREEMENT

BETWEEN

COUNTY OF TRAVIS

AND

AUSTIN MAC HAIK FORD LINCOLN LTD

FOR

AUTO BODY REPAIR SERVICES

AGREEMENT NO. 4400008562

TRANSPORTATION AND NATURAL RESOURCES

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Docusign Envelope ID: DCBF2344-80E7-4A1D-829A-27AB42E654A1

SERVICES AGREEMENT
FOR AUTO BODY REPAIR SERVICES

This Agreement is entered into by the following Parties: County of Travis, a corporate and political subdivision of the State of Texas, ("County") and Austin Mac Haik Ford Lincoln LTD, ("Contractor").

RECITALS

County desires to obtain the services of a qualified contractor to provide auto body repair services for the County.

County issued Request for Services ("RFS") No. 120-CM, Auto Body Repair Services on September 29, 2025 to seek qualified entities to perform these services.

Contractor timely submitted a proposal in response to the RFS and County has determined that the proposal submitted by Contractor is responsive to the requirements of the RFS.

Contractor has the professional ability and expertise, and any necessary degrees, licenses, and certifications to provide these services and Contractor has demonstrated the competence, experience and qualifications based on the criteria of this RFS and will provide the best value to the County based on the proposal submitted.

AGREEMENT

NOW, THEREFORE, County and Contractor agree as follows:

1.0 **DEFINITIONS**

In this Agreement,

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

1.2. "Contractor" means Austin Mac Haik Ford Lincoln LTD.

1.3. "County Auditor" means the Travis County Auditor.

1.4. "Director" means Chuck Schoenfeld, Assistant Director Fleet Services, or successor.

1.5. "Fiscal Year" means the County fiscal year, currently that period beginning on October 1 of one year and continuing through September 30 of the following year.

1.6. "Key Contracting Person" means any person or business listed in Exhibit 1 to Attachment D of this Agreement and marked as the Ethics Sworn Declaration.

1.7. "Parties" mean County of Travis, a corporate and political subdivision of the State of Texas and Contractor.

1.8. "Purchasing Agent" means Travis County Purchasing Agent, C.W. Bruner, PMP, CPPB, or successor.

1.9. "Working Day(s)" means Monday through Friday except for days that County has designated as holidays listed at http://www.traviscountytx.gov/human-resources/holiday-schedule. If a number of days is specified in this Contract and does not say "Working," then it refers to calendar days.

2.0 **ENGAGEMENT OF CONTRACTOR**

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2.1. The Purchasing Agent acts as County's overall agreement administrator. The Purchasing Agent may designate representatives to transmit and receive information**.**

2.2. Communication and Authority. The Director or designee will act on behalf of County with respect to the work to be performed under this Agreement. 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. The Director has the authority to interpret and define in writing County's policies and decisions with respect to Contractor's services. However, Director shall not serve as the agent of the County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information. The Director may designate representatives to transmit instructions and receive information.

3.0 TERM

3.1. Term. The Term of this Agreement commences on February 6, 2026, and continues through February 5, 2032, unless sooner terminated as provided herein.

3.2. Termination. County may terminate this Agreement at any time by giving the Contractor written notice of such termination at least thirty (30) days before the effective date of the termination.

4.0 CONTRACTOR'S RESPONSIBILITIES

4.1 Scope of Services. Contractor shall perform, in a timely manner, the services and activities described in the Scope of Services in Attachment A to this Agreement.

4.2 Ethical Compliance and Standard of Care. Contractor shall perform all services and exercise all discretionary powers in a manner consistent with applicable professional ethics and Contractor's best professional judgment. Contractor shall use at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances.

4.3 Professional Qualifications. At all times during this Agreement, Contractor's personnel performing services under this Agreement shall maintain in good standing their professional licenses, certifications, and accreditations applicable to services.

4.4 Subcontracting. Except as otherwise specifically provided herein, Contractor is prohibited from hiring or subcontracting with any other person to perform any of Contractor's obligations under this Agreement.

4.5 Civil Rights and Equal Opportunity in Employment. During the performance of the services under this Agreement, Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any applicant for employment, employee, or other person on the basis of race, color, religion, sexual orientation, gender identity/expression, age, veteran status, national origin, or handicapped condition and shall provide reasonable accommodations for disabilities as required by the Americans with Disabilities Act as amended.

4.5.1 Compliance with Regulations: Contractor shall comply with the requirements relative to nondiscrimination in Federally Assisted programs, including but not limited to Title VI of the 1964

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Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1B, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

4.5.2 Nondiscrimination: Regarding the work performed by Contractor under this Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 in 49 CFR Part 21, including employment practices.

4.5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4.5.4 Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Contractor under the Agreement until Contractor complies, or until cancellation, termination, or suspension of the Agreement, in whole or in part.

4.5.5 Incorporation of Provisions: Contractor shall include the provisions of section 4.5 (regarding nondiscrimination) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.

4.5.6 List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the

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basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4.6 Verification of Non-Discrimination Against Specified Entities. In compliance with Texas Government Code, chapter 2271, chapter 2274, and chapter 2276, Contractor's signature on this Agreement serves as written verification that Contractor complies with the following sections:

4.6.1 Contractor does not boycott Israel and will not boycott Israel during the Agreement Term;

4.6.2 Contractor does not boycott energy companies and will not boycott energy companies during the Agreement Term; and

4.6.3 Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the Agreement Term.

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

4.8 Insurance Requirements. Contractor shall comply with the insurance requirements in Attachment C, "Insurance Requirements".

4.9 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.

4.10 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 must be approved by Commissioners Court before providing

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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 scope of services.

4.11 Certification Regarding Debarment. Contractor shall complete and update a Certification Regarding Debarment on the form in Attachment E whenever there is a change in status.

4.12 Verification of Entity. In compliance with Texas Government Code, section 2252.152, Contractor's signature on this Agreement or any amendments or modifications to this Agreement serves as written verification that Contractor is not a company identified on the Texas Comptroller's list or otherwise identified as a company engaged in business with Iran, Sudan, or any foreign terrorist organization. [The list is prepared and maintained under Section 806.051, 807.051, or 2252.153.]

5.0 COMPENSATION, BILLING AND PAYMENT

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

5.2 Fees. For and in consideration of the satisfactory performance by Contractor of the services 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 in Attachment B.

Not to exceed amount: As Needed Basis
Additional Fees: None

5.3 Satisfactory Completion of Services. County is not 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.

5.4 Timely Payment. Contractor may contact the Auditor's Office, Disbursements Division at (512) 854-9125 for assistance with setting up electronic payment through ACH, which deposits payments directly into Contractor's account. County shall pay Contractor within thirty (30) days after the receipt by County Department of a complete and correct invoice. However, County shall notify Contractor of an error or disputed amount in an invoice submitted for payment by Contractor not later than the 21st day after the date County receives the invoice, and shall include in the notice to Contractor a detailed statement of the amount of the invoice which is disputed. County may withhold from payments required no more than 110 percent of the disputed amount. County must pay any undisputed amount of the invoice within 30 days after receipt of the invoice. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

5.5 Invoicing. Contractor shall invoice County monthly for services performed pursuant to this Agreement.

5.5.1 County pays by ACH/EFT or check upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below:

Patti Smith, CPA
Travis County Auditor

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Preferably via e-mail to: AP@traviscountytx.gov
or
Via mail to: P.O. Box 1748
Austin, Texas 78767

To be "correct and complete," an invoice must include at least the following information:

5.5.1.1 Name, address, and telephone number of Contractor, which should match the name shown on the W-9 that Contractor submitted to the Auditor's Office;
5.5.1.2 Name and address where the payment is to be sent if payment is by check;
5.5.1.3 County Contract Number and County Purchase Order Number;
5.5.1.4 Identification of items or services as outlined in the Agreement*;
5.5.1.5 Quantity or quantities, applicable unit prices, total prices by item, and total invoice amount, and
5.5.1.6 Any additional payment information that may be called for by the Agreement*.

*Note: Information reflecting Protected Health Information (PHI), or Personally Identifiable Information (PII) must be properly redacted before submission of an invoice to the Auditor's Office to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and other privacy regulations.

Invoices with improperly redacted PHI or PII will not be processed for payment, and they will be permanently deleted from our files. For payment to be made, a new invoice must be submitted. The new invoice must have all PII/PHI information redacted and appropriately disclosed.

5.5.2 Additional Copy of Invoice: In addition, Contractor shall send a copy of the invoice to:

Jennifer R. Espinosa (or successor)
Financial Manager
Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, TX 78767
Jennifer.Espinosa@traviscountytx.gov
FleetFinance@traviscountytx.gov

If payment is based on percentage of completion, Contractor shall also submit a statement showing the percentage of completion of the work as at the date of the invoice with each invoice, and any additional written information requested by County to document the progress of the work.

5.6 Overpayment. Contractor shall refund to County any money which County has paid to Contractor, which County determines has resulted in overpayment to Contractor. Contractor shall make this refund to County within thirty (30) days after County requests the refund. If County enters into any subsequent Agreement with Contractor and Contractor fails to refund any money owed to County within thirty days of request, County may offset the difference against the next advance or payment payable to Contractor.

5.7 Delinquent Property Taxes. Despite anything to the contrary in this Agreement, if Contractor is delinquent in the payment of property taxes at the time of invoicing, Contractor hereby assigns any payments to be made for services rendered under this Agreement to the Travis County Tax Assessor-Collector for the payment of these delinquent taxes.

5.8 Disbursements to Persons with Outstanding Debt.

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5.8.1 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.

5.8.2 In accordance with Section 154.045 of the Local Government Code, if notice of the Debt has been filed with the County Auditor or County Treasurer evidencing the Debt of Contractor to the State, the County or a salary fund, a check or warrant may not be drawn on a County fund in favor of Contractor, or an agent or assignee of Contractor until:

5.8.2.1 the County Treasurer notifies Contractor in writing that the Debt is outstanding; and
5.8.2.2 the Debt is paid.

5.8.3 County may apply any funds County owes Contractor to the outstanding balance of the Debt for which notice is made under section 5.8.2.1, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the Debt.

5.9 Period of Services. County shall not be liable for costs incurred or performances rendered by Contractor before or after the term of this Agreement.

5.10 Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Contractor twenty days written notice that this Agreement is terminated due to the failure to fund it.

6.0 RECORDS CONFIDENTIALITY AND ACCESS

6.1 Confidentiality. Contractor shall establish a method to secure the confidentiality of records and other information relating to auto body repair services 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.

6.2 Records Maintenance. Contractor shall create, maintain, and retain, and make reasonably available to County, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under this Agreement for three (3) years after the provision of the services, or until any audit or 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.

6.3 Access to Records. Contractor further agrees that the County or its duly authorized representatives shall have access to all books, documents, papers, reports and records of Contractor, which the County deems are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws. Contractor shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Contractor is in the exclusive

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possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.

6.4 Right to Contractual Material. County is entitled to copies of 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, which will become the property of the County.

7.0 AMENDMENTS / MODIFICATIONS

7.1 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. CONTRACTOR ACKNOWLEDGES 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 SPECIFIC AUTHORITY BY COMMISSIONERS COURT.

7.2 Requests for Changes. Contractor shall submit all requests for changes to this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.

7.3 Purchasing Agent Authority. Contractor acknowledges that the Purchasing Agent has certain authority to approve an amendment subject to 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 certain amendment requests under this Agreement. 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.

8.0 OTHER PROVISIONS

8.1 INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY 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, DUE TO 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 AGREEMENT.

8.2 Copyrights, Patents & Licenses. Contractor represents and warrants that it has adhered to all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in 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 OR OTHER APPLICABLE PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT. Any proprietary or intellectual property rights granted to the County shall apply for the duration of this Agreement.

8.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any entity against Contractor or County in relation to the performance of this Agreement or any other complaint or cause of action, 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

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notice must include the name and address of the 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 this Agreement. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions, along with a full description of how the claim or action may affect the Contractor's ability to perform the services under this Agreement.

8.4 Suspension. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Contractor written notice of suspension which is effective on the date on which Contractor receives it. County may reinstate performance, and this Agreement may be resumed in full force and effect within sixty (60) days by giving Contractor a written notice of reinstatement. Upon receipt of the notice of suspension, Contractor shall:

8.4.1 immediately begin to phase out and discontinue all services in connection with the performance of this Agreement unless notice otherwise directs and shall prepare a statement detailing the services performed under this Agreement before receipt of the notice.

8.4.2 submit the statement of prior services to County for payment of the approved services actually performed under this Agreement, less previous payments.

8.5 Non-Waiver of Default.

8.5.1 No payment, act or omission by County may constitute or be interpreted as a waiver of any breach or default of Contractor which then exists or may subsequently exist.

8.5.2 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 or in equity and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

8.6 FORFEITURE OF AGREEMENT. If Contractor has done business with a Key Contracting Person as listed in Exhibit "1" to Attachment D during the 365 day period immediately prior to the date of execution of this Agreement by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Agreement by Contractor (including business done during any Renewal Term of this Agreement) and prior to full performance of this Agreement, Contractor will forfeit all County benefits of this Agreement and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Agreement. Contractor will notify County of any change in the information submitted with this Agreement as to the Ethics Sworn Declaration within twenty (20) days of such change throughout the Term of this Agreement.

8.6.1 "Is doing business" and "has done business" means:

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

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(b) 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;

but does not include:

(c) 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;

(d) 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; or

(e) If Contractor is a national or multinational corporation, any transaction for financial service or insurance coverage made on behalf of Contractor by its agent, employee or other representative who does not know and is not in a position that he or she should have known about this Agreement.

8.7 Agreement.

8.7.1 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.

8.7.2 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.

Attachment A – Scope of Services
Attachment B – Fee Schedule
Attachment C – Insurance Requirements
Attachment D – Ethics Sworn Declaration including:
Exhibit 1 - List of Key Contracting Persons
Exhibit 2 – Disclosure Form
Attachment E - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

8.7.3 Contractor's response to Solicitation 120-CM shall be incorporated into this Agreement and constitutes promised performances by Contractor in accordance with all terms of this Agreement.

8.8 Notices.

8.8.1 Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing, which includes email communications. The notice is deemed to have been given immediately if (1) hand-delivered in person to the Party identified below or (2) by email communication to the email address specified in this section for each Party or other email address mutually agreed to by both Parties in writing. If notice is by mail, the notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid,

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by registered or certified mail with return receipt requested, addressed to the Party to whom the notice is to be given at the address set forth in this section.

8.8.2 County Address. The address of County for all purposes under this Agreement is:

C.W. Bruner, PMP, CPPB (or successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767
c.w.bruner@traviscountytx.gov

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

Cynthia C. McDonald (or successor)
County Executive
P.O. Box 1748
Austin, Texas 78767
cynthia.mcdonald@traviscountytx.gov

8.8.3 Contractor Address. The address of Contractor for all purposes under this Agreement is:

Austin Mac Haik Ford Lincoln LTD
7201 S IH-35
Georgetown, TX 78626
dboyd@machaikfl.com

8.9 Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 8.8. Any change in the address shall be reported within fifteen days of the change.

8.10 Dispute Resolution - Administration by Purchasing Agent. When Contractor and/or County have been unable to successfully resolve any question or issue related to this Agreement, Contractor or County shall present the matter to the Purchasing Agent in a written notice of the question or issue. This notice must contain a specific written description of the issues involved as well as Contractor's requested resolution of the matter and any other relevant information which Contractor desires to include. When the Purchasing Agent receives this notice, the Purchasing Agent acts as the County representative in any further issuances and in the administration of this Agreement related to the described matter. Unless otherwise stated in this Agreement, any document, notice, or correspondence related to the issues at this stage that are not issued by or to the Purchasing Agent may be considered void. If Contractor does not agree with any document, notice or correspondence related to the matter issued by the Purchasing Agent or other authorized County person, Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten 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 matter to Contractor within thirty days of receipt of the initial written notice by the Purchasing Agent. If this final resolution does not resolve the matter to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court within ten calendar days after receipt of the unsatisfactory final resolution through the Purchasing Agent. The Purchasing Agent will provide a copy of the Notice of Appeal to the Director. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court's agenda.

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

8.12 Force Majeure. If the performance by Contractor or County or either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, sovereign conduct, or the act or conduct of any person or persons not a party to or under the control (by contract or otherwise) of a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. If Force Majeure conditions exist, the party affected by them shall give the other party written Notice within five working days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

8.13 Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other contractors as reasonable and necessary and as required by the Director.

8.14 Independent Contractor. The Parties expressly acknowledge that Contractor is an independent contractor, operating solely in that capacity. Contractor assumes all of the rights, obligations, and liabilities applicable to an independent contractor. Neither Contractor nor any of Contractor's employees will be considered an employee, partner, joint-venturer, nor agent of County, nor does Contractor or any of its employees gain any rights against County pursuant to the County's personnel policies. County will not pay Contractor nor Contractor's employees any customary Travis County benefits, including but not limited to FICA, payroll taxes, worker's compensation, health or retirement benefits, sick leave or vacation or holiday pay. Contractor is responsible to report all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with services rendered under this Agreement and is solely obligated to pay any and all taxes related to income paid to Contractor.

8.15 No Third-Party Rights. No provision in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement, any benefits, rights, or remedies under or by reason of this Agreement.

8.16 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, are governed by the laws of the State of Texas.

8.16.1 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.

8.16.2 Law and Venue. All obligations under this Agreement are performable in Travis County, Texas. Venue for any litigation concerning this Agreement is in Travis County.

8.16.3 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,

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agent, employee, or representative of County has any authority to assign any part of this Agreement unless expressly granted that specific authority by Commissioners Court.

8.17 Binding Agreement. Despite any other provision in this Agreement, it is binding upon and inures to the benefit of the County and Contractor and their respective successors, executors, administrators, and assigns. Neither the County nor Contractor may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other Party.

8.18 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 and County is under no obligation to refer any work to Contractor for services under this Agreement.

8.19 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.

8.20 Certificate of Contractor. Contractor certifies that neither Contractor nor any members of Contractor's firm nor any Subcontractor has:

8.20.1 Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for Contractor) to solicit or secure the work provided by the Agreement.

8.20.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

8.20.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Contractor further agrees that this certification may be furnished to any local, state or federal government agencies in connection with this Agreement and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

8.21 Interpretational Guidelines.

8.21.1 Computation of Time. When any period of time is stated in this Agreement, the time is 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.

8.21.2 Number and Gender. Words of any gender in this Agreement are interpreted to include any other gender and words in either singular or plural form are interpreted to include the other unless the context in the Agreement clearly requires otherwise.

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8.21.3 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 interpreting this Agreement.

8.22 Conflict of Interest Questionnaire. If required, Contractor shall complete, file, and update a Conflict of Interest Questionnaire in compliance with Chapter 176, Texas Local Government Code. Contractor acknowledges that the law requires the County to provide access to a filed Questionnaire on the official Travis County website.

8.23 County Monitoring. The Contractor will be monitored by the Director (or their designee) for compliance with the requirements of this Agreement.

8.24 Signatures. The person or persons signing this Agreement on behalf of the Contractor or representing themselves as signing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by the 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.

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DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both Parties.

Austin Mac Haik Ford Lincoln LTD

Signed by:
Donnie Boyd
913EDF9E60CF43B...

Name: Donnie Boyd

Title: BODY SHOP MANAGER

Date: 1/6/2026

County of Travis, Texas

Travis County Judge
Andy Brown

Date:

Approved as to Purchasing Policies and Procedures by:

Initial
BB

Travis County Purchasing Agent
C.W. Bruner, PMP, CPPB

Approved as to Legal Form by:

Assistant County Attorney

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ATTACHMENT A
SCOPE OF SERVICES

1. **GENERAL REQUIREMENTS**: Contractor agrees to provide all labor, parts, materials, and transportation necessary to perform Auto Body Repair services on County owned cars and trucks on an as needed basis at the contractor's place of business.

The Agreement is divided into two groups: Group A – Light Cars and Trucks and Group B – Heavy Trucks. Group A covers any vehicles under a 15,000 Gross Vehicle Weight Rating (GVWR). Group B covers any vehicles over at 15,000 Gross Vehicle Weight Rating (GVWR).

2. **PERFORMANCE REQUIREMENTS:**

2.1 **Notification process:** A Travis County representative will notify Contractor that the County has a vehicle in need of repair. Contractor shall either pick-up the vehicle within 24 hours at the expense of the Contractor or Contractor shall inspect the vehicle at the County shop within 24 hours of notification.

2.2 **Estimate:** After a vehicle has been picked up for repair or inspected, Contractor has eight (8) working hours to submit a repair estimate in writing to the County representative via email as specified in the Notice section of the Agreement. This repair estimate shall be in accordance with the Fee Schedule for parts and labor. The estimate shall indicate labor and/or parts cost by component and it shall include the total turnaround time for the repair. In addition to submitting the estimate in writing, the Contractor shall call the County representative to notify them of the estimate amount. No work is to be completed until the Contractor receives written approval from the County representative. Estimates must be computerized to be accepted for repairs that require third party insurance claims.

2.3 **Estimate Approval**: Travis County reserves the right to approve or disapprove any estimate provided by the contractor. Estimate approval can be provided by Travis County for repairs either over the phone or via email. For vehicles that "total out", a written statement of total loss shall be attached to the estimate. In special circumstances, the County representative will require the Contractor to provide an on-site damage estimate, at no expense to the County, when "total out" is believed to have occurred.

2.4 **Repair Turn Around Time:** Contractor shall begin repair work on the vehicle within two business days of receipt of the estimate approval from Travis County. If Contractor is unable to begin work within two (2) business days of the estimate approval, Contractor shall notify the County in writing. In this event, Travis County reserves the right to send the vehicle to an alternate vendor for that specific repair.

2.5 **Hidden Damage:** Contractor shall submit a revised repair estimate for approval if additional damage is found during the course of repair. The revised estimate shall be sent via email to the County representative for approval and Purchasing will issue a revised purchase order to reflect the additional costs.

2.6 **Delivery and Approval:** Contractor shall send a knowledgeable employee, manager, or owner to deliver the vehicle so that Contractor may provide further information on the quality and completeness of the repair upon delivery. This employee, manager, or owner shall have the knowledge and experience to explain quality and completeness of the repair in detail with the County representative. The contractor shall present a copy of the invoice upon delivery of the vehicle. The County representative will then decide to either accept or reject the repair work on the vehicle. If accepted, the County personnel will sign and date the invoice provided. Only computerized invoices will be accepted. No handwritten invoices will be accepted. A copy of the signed invoice shall be emailed to the contractor for their own records.

2.7 **Progress Reports:** Contractor shall provide a weekly progress report of repairs via telephone calls to the Travis County Representative for every week that a vehicle is at the contractor's location.

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2.8 **Emergency Work:** Contractor shall accept such work as may be determined by the County as an emergency and so declared. Contractor further agrees to give such emergency work priority over all other work in Contractor's shop. Emergency repairs will be justified only for vehicles used regularly in providing for the safety, health or welfare of the general public. A County representative will designate those vehicles as emergency vehicles during the notification process to the contractor. The emergency status shall be noted on the estimate provided by the contractor. If Contractor cannot perform expeditious work on emergency vehicles, the contractor shall notify the County in writing. The County then reserves the right to seek services from an alternate vendor for that one specific repair.

2.9 The contractor's body repair facility shall be I-CAR certified, except heavy truck shops. The contractor's body repair technicians shall be I-CAR or ASE (Automotive Service Excellence) certified, except heavy truck shops.

2.10 Contractor agrees to charge for services at the actual hourly rates shown in the Fee Schedule.

2.11 Contractor shall have the following equipment on the repair site:

2.11.1 A paint booth that is in legal compliance with all applicable laws. The total facility shall conform to all applicable, city, County, state, and federal codes.

2.11.2 A uni-body dedicated bench system at the repair facility. The contractor shall have adequately trained employees to use the uni-body bench system. The bench system shall be capable of making multiple body and structural pulls for straightening.
*The uni-body dedicated bench system requirement does not apply to Group B – Heavy Trucks

2.11.3 A general auto body and/or truck repair equipment at the repair facility, depending on which groups of vehicle body repairs are bid.

2.11.4 An air conditioning freon recycling and charging station and have employees certified to use this equipment or agree to have this sublet to a repair facility who has the equipment and certified employees. This equipment shall meet all state and federal requirements for freon recycling.

2.11.5 A mig welder or other electric spot-welding equipment for body welding. Gas welding is not acceptable. The contractor shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The contractor is to replace at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before welding operations.

2.12 Contractor agrees to perform realignment of all vehicles. This shall be a thrust alignment for frame vehicles and four-wheel alignments for unibody vehicles. A printout of the readings after the alignment shall be provided with each repair order. Contractor's employees shall be qualified to perform alignment work.

2.13 Contractor shall provide a written warranty against defects in material and workmanship for a period of not less than twelve (12) months. If the manufacturer's standard warranty exceeds twelve (12) months, then the manufacturer's standard warranty period shall apply. Contractor shall furnish manufacturer's warranty at the time of delivery. Contractor shall provide manufacturer's warranty documents with full disclosure of any and all warranty terms, conditions and tenures on each material installed under this contract.
During the warranty period, Contractor will be responsible for labor, material, and other costs as associated with required warranty repair. It is the intent of this warranty that Contractor performs warranty repair work.

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2.14 Contractor must obtain prior approval in writing from the Travis County representative for any subcontracting. Subcontractors providing service under the Agreement shall meet the same service requirements and provide the same quality of service required of Contractor. The contractor shall guarantee the reliability and the accuracy of the subcontracted repairs as if the work was done by Contractor. The contractor shall supply subcontracting documentation when repairs are subcontracted. If the subcontracted warranty supersedes the warranty of the contractor, Contractor shall agree to the warranty duration of the subcontractor.

2.15 Contractor acknowledges and agrees to Travis County's preference of only new O.E.M parts to be installed during a repair. However, after-market or used parts (parts not found in Mitchell's Price Manual) may be used if approved, in writing, by a Travis County Fleet Services Supervisor. Contractor agrees to replace the vehicle's structural components with original factory components only and to supply proof of purchase of said parts. Such proof shall be supplied upon request by Travis County Fleet Services and/or TNR office. Contractor must retain replaced parts for inspection. Failure to notify County representative of the substitution of a used part, where the estimate calls for a new part, may be cause for termination of the contract.

2.16 Contractor shall guarantee all structural procedures performed will return the vehicle to the manufacturer's specifications. Contractor must be willing to demonstrate the ability to do so. Contractor agrees to perform any repairs according to the vehicle's factory recommended repair techniques. If no repair techniques are recommended, then I-CAR (Inter-Industry Conference on Automotive Collision Repair) repair procedures are to be used.

2.17 Contractor agrees to apply painting materials according to the manufacturer's recommended procedures and to apply material that will provide, at a minimum, equal longevity compared to the original paint and procedures.

2.18 All installations and fabrications are subject to a Travis County quality control inspection. There shall be no additional charges accepted for Contractor comeback due to poor quality work. Only high-quality work as determined by County will be accepted for final payment.

2.19 Contractor will ensure that all vehicles are stored in a secured storage area or building, and the vehicle must be locked when it is not being serviced.

2.20 Sheet metal parts may be O.E.M., after market, or used. This shall be noted on the estimate and invoice. The labor hours to replace a part/component shall be determined by using a current Mitchell Collision Estimate Guide.

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3. <u>Damaged Vehicle Pick-up Locations:</u>

West Service Center
Point of Contact: Robert Retzolk
Robert.Retzolk@traviscountytx.gov
Phone: 512-854-8165
4501 FM 620 North
Austin, Texas 78732
Hours of Operation are from 7:00 a.m. to 3:30 p.m., Monday through Friday

East Service Center Light Shop
Point of Contact: Gregory Drott
Gregory.Drott@traviscountytx.gov
Phone: 512-854-7766
6011 Blue Bluff Road

Docusign Envelope ID: DCBF2344-80E7-4A1D-829A-27AB42E654A1

Austin, Texas 78724
Hours of Operation are from 7:00 a.m. to 3:30 p.m., Monday through Friday

East Service Center Heavy Shop
Point of Contact: Ray Garza
Ray.Garza@traviscountytx.gov
Phone: 512-854-9446
6011 Blue Bluff Road
Austin, Texas 78724
Hours of Operation are from 7:00 a.m. to 3:30 p.m., Monday through Friday

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ATTACHMENT B
FEE SCHEDULE

SERVICES:	UOM	Price/Percent
Group 1 – Cars and Light Trucks: Body and Fender Labor	HR	$63.00
Group 1 – Cars and Light Trucks: Frame Labor	HR	$63.00
Group 1 – Cars and Light Trucks: Mechanical Labor	HR	$187.00
Group 1 – Cars and Light Trucks: Paint Refinishing Labor	HR	$63.00
Group 1 – Cars and Light Trucks: Paint Material Cost Rate	HR	$45.00
Group 1 – Cars and Light Trucks: OEM Materials Cost Markup	%	15%
Group 1 – Cars and Light Trucks: After Market Material Cost Markup	%	15%

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ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have and shall require all subcontractors providing services to obtain and maintain, standard insurance sufficient to cover the needs of both Contractor and all Subcontractors pursuant to applicable generally accepted business standards. Upon prior reasonable notice to Contractor, County may review insurance requirements and require Contractor to make reasonable adjustments when the scope of Services has been expanded.

Contractor is responsible for all premiums, deductibles, and self-insured retention. Contractor shall obtain insurance that meets the following standards:

- Coverage written by companies licensed in Texas with an A.M. Best rating of B+ VIII or higher;
- Coverage written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy;
- Coverage that provides at least the types and limits in this Attachment.

As evidence of coverage, Contractor shall provide a Certificate of Insurance issued by the writing agent or carrier to the Purchasing Agent within 10 working days after both Parties execute this Agreement. The Certificate must state the Travis County contract number, show all deductibles and self-insured retention, and include all endorsements required by that type of coverage by number. Upon County's request and without expense, County may receive certified copies of policies and endorsements.

Insurance which includes Travis County as Additional Insured is considered primary for all claims except for professional liability and E & O Policies.

Contractor shall not allow any insurance to be cancelled or lapse during any term of this Agreement. The minimum types and limits of insurance coverage are:

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:
      a. Waiver of Subrogation (Form 420304)
      b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance
   1. Minimum limit: $1,000,000 per occurrence for coverage A and B with a $2,000,000 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:
      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)

C. Business Automobile Liability Insurance
   1. Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $300,000 per occurrence.

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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)

D. Professional Liability and/or E & O Insurance
1. Minimum Limit: $1,000,000 per Occurrence
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.
3. Additional insured status for Travis County is not required.

E. Umbrella Coverage
1. Minimum Limit: $5,000,000 excess
2. Must follow form of Primary coverages
3. The Policy shall also include the following endorsements in favor of Travis County:
   a. Waiver of Subrogation
   b. Thirty (30) day Notice of Cancellation
   c. Travis County named as additional insured

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ATTACHMENT D
ETHICS SWORN DECLARATION

Date: 1/6/2026

Name of Declarant: Donnie Boyd

Title of Declarant: BODY SHOP MANAGER

Business Name of Contractor: MAC HAIK FORD LINCOLN

County of Contractor: WILLIAMSON

Declarant on oath swears that the following statements are true and complete:

1. Declarant is authorized by Contractor to make this Sworn Declaration for Contractor.

2. Declarant is fully aware of the facts stated in this Sworn Declaration.

3. Declarant can read the English language.

4. Contractor has received the list of key contracting persons associated with this Agreement which is attached to this Sworn Declaration as Exhibit "1".

5. Declarant has personally read Exhibit "1" to this Sworn Declaration.

6. Declarant has no knowledge of any key contracting person on Exhibit "1" with whom Contractor is doing business or has done business during the 365-day period immediately before the date of this Sworn Declaration whose name is not disclosed in Exhibit “2” to this Sworn Declaration.

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Signed by:
Donnie Boyd
913EDF9E60CF45B...
Signature of Declarant

Donnie Boyd
Typed or printed name of Declarant

7201 S. IH 35
Address

GEORGETOWN TEXAS 78626
City, State Zip Code

Docusign Envelope ID: DCBF2344-80E7-4A1D-829A-27AB42E654A1

EXHIBIT 1, ATTACHMENT D
LIST OF KEY CONTRACTING PERSONS
July 15th 2025

CURRENT EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Andy Brown	
County Judge (Spouse)	Sara Strother	Ascension Seton
Chief of Staff to County Judge	Kate Garza	
Agenda Specialist	Leo Carneiro	
Policy Counsel	Emma Hilbert	
Communications Advisor	Jacqueline Arias-Bryant	
Administrative Coordinator	Cynthia Valdez	
Commissioner, Precinct 1	Jeff Travillion	
Commissioner, Precinct 1 (Spouse)	Perri Travillion	Austin Spurs
Chief of Staff to County Commissioner	Walter Muse	
Executive Assistant	Deone Wilhite	
Executive Assistant	Caitlin Brown	
Commissioner, Precinct 2	Brigid Shea	
Commissioner, Precinct 2 (Spouse)	John Umphress	Austin Energy
Chief of Staff to County Commissioner	Barbara Rush	
Executive Assistant	Lani Oglewood	
Executive Assistant	Dora Anguiano	
Commissioner, Precinct 3	Ann Howard	
Commissioner, Precinct 3 (Spouse)	John Howard	Dell Tech
Chief of Staff to County Commissioner	Nirav Shah	
Executive Assistant	Lucy Oglesby	
Executive Assistant	Mick Long	
Executive Assistant	Brianna McBride	
Commissioner, Precinct 4	Margaret Gomez	
Chief of Staff to County Commissioner	David Salazar	
Executive Assistant	Ricardo Rendon	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Patti Smith	
County Executive, Planning & Budget	Jessica Rio	
County Executive, Emergency Services	Charles Brotherton	
County Executive, Health & Human Services	Pilar Sanchez	
County Executive, Transportation & Natural Resources	Cynthia McDonald	
County Executive, (Interim) Justice & Public Safety	Victoria Ashley*	
County Executive, Technology & Operations	Paul Hopingardner	
County Executive, Community Legal Services	Geoff Burkhart	
Travis County Attorney	Delia Garza	
Attorney Deputy Chief Senior	Leslie Dippel*	
Attorney Deputy Chief Senior	Lucio Del Toro*	
Director Enforcement Litigation Division	Melissa Hargis*	
Attorney VII, Enforcement Litigation Division	Melissa Ferringer*	

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Attorney VI	Jacqueline Sanchez	
Attorney VII, Land Use Division	Julie Joe	
Attorney VI, Land Use Division	Christina Tagle	
Attorney VII, Land Use Division	Christopher Gilmore	
Attorney VII	Georgette Hogarth	
Director, Transactions and Land Use Divisions	Ann-Marie Sheely	
Asst Director, Transactions and Land Use Divisions	Ann Greenberg*	
Attorney VII, Transactions Division	Katherine (Kate) Fite	
Attorney VII, Transactions Division	Matthew R. Entsminger	
Attorney VII, Transactions Division	Becky Combs*	
Attorney VII, Transactions Division	Santiago Diaz*	
Attorney VII, Transactions Division	Viri Pulido	
Attorney II, Transactions Division	Linda Martinez*	
Director, Health Services Division	Trelisha Brown	
Attorney, Health Services Division	Kinski Moss	
Attorney VII, Health Services Division	David Duncan	
Attorney VII, Health Services Division	Prema Gregerson	
Attorney VI, Health Services Division	Haseeb Abdullah	
Purchasing Agent	C.W. Bruner, CPPB, PMP	
Procurement Director	Jorge Talavera, CPPO, CPPB, CTPE, NIGP-CPP	
Lead Procurement Officer	James A. Carey	
Lead Procurement Officer	Sara Kassem, MPA, CPPB, CTCM, CTCD, NIGP-CPP	
Lead Procurement Officer	Bridgett Bradshaw, NIGP-CPP, CPPB	
Procurement Specialist IV	Lori Clyde, CPPO, CPPB, CTPE, NIGP-CPP	
Procurement Specialist IV	Lee Perry	
Procurement Specialist III	Jerry Jones, MBA, CTCM	
Procurement Specialist III	Priscilla Harrington, CPP, CPSM	
Procurement Specialist III	Jean Liburd	
Procurement Specialist III	Jennifer Proctor Romero	
Procurement Specialist III	Limbania Rodriguez	
Procurement Specialist III	Geri Castaneda	
Procurement Specialist II	Patricia Estrada	
Procurement Specialist II	Sam Francis	
Procurement Specialist II	Joe Hon	
Procurement Specialist II	Christopher Milledge	
Procurement Specialist II	Tina Litzner	
Procurement Specialist II	Brandon Hoffman	
Procurement Specialist II	Jacqueline Childress, J.D.*	
Procurement Specialist II	Thomas Lynch*	
Procurement Specialist II	Lauren Hudak*	
Procurement Specialist II	Lezlie Mills*	
Procurement Specialist I	Koren Shannon*	
Procurement Specialist II	Ardian Shaholli*	
Procurement Specialist I	Vacant	
Procurement Specialist I	Sam McCord	
Procurement Specialist I	Teresa Rosalez	
Procurement Specialist I	Gina Garcia	
Procurement Specialist I	Claire Winn*	
Procurement Specialist I	Maurecia Smith*	

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Procurement Specialist I	Danielle Manriquez*	
Purchasing Operations Division Director	Jason G. Walker, CPPB	
Purchasing Operations Division Director	Rachel Fishback, CPPB	
Purchasing Operations Specialist III	April Cook*	
Purchasing Business Analyst II	Kevin Scarbrough	
Purchasing Business Analyst II	Scott Worthington	
Operations Consultant	Jennifer Winkler, MBA, CGAP, NIGP-CPP	
HUB Program Director	Sylvia Lopez	
Assistant HUB Director	Randle Jackson	
Community Liaison	Kaleo Lopez, SSH*	
HUB Specialist	Nicholas Morrow	
HUB Specialist	Jessica Reagan	
HUB Specialist	Crystal Bennett	
HUB Specialist	Sydney McClelland	
Purchasing Contract Compliance Director	Tenley Aldredge, M.I.A., J.D.	
Purchasing Contract Compliance Officer	Andrew J. Artzt, J.D.	
Purchasing Contract Compliance Officer	Kimberly Effinger	
Purchasing Contract Compliance Monitor	Dennis Reyna	
Purchasing Contract Compliance Monitor	Patrick Tuohy	
Purchasing Contract Compliance Monitor	Tommie Wesley	
Purchasing Contract Compliance Monitor	Joseph Castillo	
Purchasing Contract Compliance Monitor	Jonathan Garza, MPA	
Purchasing Contract Compliance Monitor	Odette Marin	
Purchasing Contract Compliance Monitor	Colby Elizondo*	
Financial Manager	Jennifer Espinosa	
Assistant Dir Administration & Planning	Tanner Voelkel	
Assistant Director Fleet Services	Charles Schoenfeld	
Fleet Services Coordinator	Mark Sobeck	
Mechanic Supervisor	Ray Garza	
Mechanic Supervisor	Gregory Drott	
Mechanic Supervisor	Robert Retzolk	

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

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FORMER EMPLOYEES

Position Held	**Name of Individual Holding Office/Position**	**Date of Expiration**
Assistant Director, Transactions and Land Use Divisions	James D. Nickell	10/01/25
Procurement Specialist II	Teri Mendez, CTCM	07/22/26

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EXHIBIT 2, ATTACHMENT D
DISCLOSURE

Exhibit 2 acknowledges that Contractor is doing business or has done business during the 365-day period immediately prior to the date of execution of the agreement with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons.

_____

_____

_____

_____

_____

_____

_____

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business with any Key Contracting Person during the 365-day period immediately prior to the date of execution of the agreement.

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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 whom 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 paragraph4 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.

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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: MacHaik Ford Lincoln

Signature of Authorized Representative: [signature]

Printed Name of Authorized Representative: Donnie Boyd

Title of Authorized Representative: Body Shop Manager

Unique Entity ID (generated by SAM.gov): 76-0694237

Date: 10-29-25

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Approve Modification No. 9 to Contract No. 4400006400 with Robert Jackson & Michael McElhaney Architects, Inc., in the amount of $508,403.00, for the Balcones Canyonlands Preserve Visitor Center Building Remodel and Landscape Design. (Facilities Management Department) (Commissioners Travillion & Gómez)

Prepared By/Phone Number: Geri Castaneda, Procurement Specialist III, 512-854-1754

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioners Travillion & Gómez

Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
The Balcones Canyonlands Preserve (BCP) was created in 1996 to protect the natural habitats of eight endangered species. This project includes the redesign of a 63,000 square foot office building, located at 11920 Wilson Parke Avenue in Precinct 3. The BCP Visitor Center will serve to provide specialized outreach and education programs that allow the public to learn about the preserve, and the species that it protects.

Modification No. 9 authorizes additional Architecture and Engineering services. This modification will increase the contract amount by $508,403.00, from $3,139,068.12 to $3,647,471.12, an aggregate increase of 91.98% from the original contract amount.

Contract Information:
Contract No.: 4400006400
Contractor Name: Robert Jackson & Michael McElhaney Architects, Inc.
Contract Modification Amount: $508,403.00
Contract Period: Through completion

Current Contract Expenditures: Within the last 12 months, $425,111.93 has been spent against this contract.

Previous Contract and Modification Activity:
See attached Contract and Modification Summary.

Staff Recommendations:
Facilities Management Department recommends the approval of Modification No. 9.

Purchasing Comments: The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
Funds Reservation #: 200002810

Required Authorizations:
N/A

Attachments:
1. 4400006400, Mod 9_ARF, Contract_Mod_Summary
2. Dept Memo_Mod9
3. 4400006400_Mod 9

Travis County Commissioners Court
Voting Session Contract and Modification Summary

Contract: 4400006400

Contractor: Robert Jackson & Michael McElhaney Architects, Inc.

Previous Contract and Modification Activity:
On December 2, 2025, the Commissioner Court approved Modification No. 8 to increase the total contract by $318,247.53, from $2,820,820.59 to $3,139,068.12, an aggregate increase of 65.22% from the original contract amount.

On March 11, 2025, the Commissioners Court approved Modification No. 7 to increase the total contract by $101,305.00, from $2,719,515.59 to $2,820,820.59, an aggregate increase of 48.47% from the original contract amount.

On October 08, 2024, the Commissioners Court approved Modification No. 6 to increase the total contract by $81,804.00, from $2,637,711.59 to $2,719,515.59, an aggregate increase of 43.14% from the original contract amount.

On July 16, 2024, the Commissioners Court approved Modification No. 5 to increase the total contract by $37,900.00, from $2,599,811.59 to $2,637,711.59, an aggregate increase of 38.83% from the original contract amount.

On February 20, 2024, the Commissioners Court approved Modification No. 4 to increase the total contract amount by $138,581.00, from $2,461,230.59 to $2,599,811.59, an aggregate increase of 36.84% from the original contract amount.

On January 9, 2024, the Commissioners Court approved Modification No. 3 to increase the total contract by $37,510.00, from $2,423,720.59 to $2,461,230.59, an aggregate increase of 29.55% from the original contract amount.

On November 28, 2023, the Commissioners Court approved Modification No. 2 to increase the total contract amount by $418,935.00, from $2,004,785.59 to $2,423,720.59 an aggregate increase of 27.57% from the original contract amount.

On January 3, 2023, the Commissioners Court approved Modification No. 1 to increase the total contract amount by $104,886.00, from $1,899,899.59 to $2,004,785.59 an aggregate increase of 5.52% from the original contract amount.

On May 24, 2022, the Commissioners Court approved the initial contract, in the amount of $1,899,899.59, for the BCP Visitor Center Building Remodel and Landscape Design.

Docusign Envelope ID: 9DE3E8A6-EFA2-4DBD-B701-D4693E12693F

COURT

FACILITIES MANAGEMENT DEPARTMENT
Gabriel M. Stock, AIA, LEED AP, Director

700 Lavaca Street, Suite 1300, Austin, Texas 78701 • Phone: (512) 854-9661 • Fax: (512) 854-6649

MEMORANDUM

FMD Project: BCPWP-03-21S-3R
FILE:

TO: C. W. Bruner, PMP, CPPB, Purchasing Agent

FROM: Gabriel M. Stock, AIA, LEED AP, Director

DocuSigned by:
Gabe Stock
0A37BAD9CCD64BE...

DATE: November 3, 2025

SUBJECT: Wilson Parke 1st Floor Visitors Center
Jackson & McElhaney Architects, Inc., Contract Modification Number 09
Contract No. 4400006400

This Contract Modification Number 09 is Additional Services No. 10 – Creative Services Proposal for Interpretive Exhibits Contract No. 4400006400 – Modification No. 9 at the Wilson Parke 1st Floor Visitors Center project site, 11920 Wilson Parke Avenue.

This Contract Contract Modification will increase the Contract Amount by $508,403.00 from $3,139,068.12 to a revised Contract Sum of $3,647,471.12. The Contract Modification adds no days to the Contract Time. FMD has reviewed and negotiated the cost for this Contract Modification and has determined that the cost is fair and reasonable.

Funds for this Contract Modification are in Funds Center 1140110000, GL 522020, and are encumbered under Funds Reservation # CN 200002810. The Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this Contract Modification, this request is being forwarded along with the supporting documents for Commissioners Court approval. If approved, please issue a fully executed Contract Modification Number 08 to Jackson & McElhaney Architects, Inc. Please call Husam Akoud, aia at 512.406.1543, if you have any questions.

ATTACHMENTS:
1) Proposal dated September 05, 2025- Jackson & McElhaney Architects, Inc., Contract Mod #09 Contract No. 4400006400

COPY TO:
Husam Akoud, AIA, Senior Project Manager, FMD
Geri Castaneda, Pur Procurement Specialist III, TCPO
Andy Carey, Pur Lead Procurement Officer, TCPO

MODIFICATION OF CONTRACT: 4400006400, BCP Visitor Center Building Remodel and Landscape Design

ISSUED BY:	ISSUED TO:
Travis County Purchasing Office **P.O. Box 1748** **Austin, Texas 78767** **Contact: Geri Castaneda** **Tel. No: (512) 854-1754**	**Robert Jackson & Michael McElhaney Architects, Inc.** **3108 N. Lamar Blvd., Suite 100** **Austin, Texas 78705**
MODIFICATION NO.: **9**	EXECUTED DATE OF ORIGINAL CONTRACT: **June 7, 2022**
ORIGINAL CONTRACT TERM: **June 7, 2022** to **Through Completion**	MODIFIED CONTRACT TERM END DATE: **Through Completion**

ORIGINAL CONTRACT AMOUNT: $1,899,899.59	MOD. 9 AMOUNT: $508,403.00	CUMULATIVE CONTRACT AMOUNT: $3,647,471.12

Note to Vendor:
☒ **Complete and execute *(sign)* your portion of the signature block section as tagged below.**
☐ **DO NOT execute. Retain for your records.**

Court Approval Required?
☒ **Yes**
☐ **No**

DESCRIPTION OF CHANGES: Except as provided in this Modification 9, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

1. Reference Exhibit 1, "Compensation for Professional Services and Schedule of Payments," Section 1 – Compensation for Basic Services, and Section 5 – Total Agreement Sum. The fixed fee for Professional Services is changed and reflected in the table below.
2. The additional services have been added as outlined in the attached (Appendix A) Scope of Services and are made part of the contract.

	Current Contract Amount	Modification #9 Amount	Modified Contract Amount
Work Product 1	$ 270,840.08		$ 270,840.08
Work Product 2	$ 516,867.84		$ 516,867.84
Work Product 3	$ 493,547.96	$ 508,403.00	$ 1,001,950.96
Work Product 4	$ 683,197.01		$ 683,197.01
Work Product 5	$ 490,519.71		$ 490,519.71
Work Product 6	$ 684,095.52		$ 684,095.52
Grand Total	$ 3,139,068.12	$ 508,403.00	$ 3,647,471.12
Aggregate Increase of the Original Contract Amount (Including this Modification)			91.98%

DRAFT

LEGAL BUSINESS NAME: **Robert Jackson & Michael McElhaney Architects, Inc.**

BY: Signed by: _____ SIGNATURE — DATE: 1/6/2026

BY: Michael McElhaney
PRINT NAME

TITLE: President
ITS DULY AUTHORIZED AGENT

TRAVIS COUNTY, TEXAS

BY: _____ DS — DATE: _____
C.W. BRUNER, PMP, CPPB, PURCHASING AGENT

TRAVIS COUNTY, TEXAS

BY: _____ DATE: _____
ANDY BROWN, TRAVIS COUNTY JUDGE

APPENDIX A
SCOPE OF SERVICES

Additional scope added:

WORK PRODUCT 3: Design Development

A. Site Development Permit (additional Scope)

Creative Services
Administration

B. INTERPRETIVE WRITING AND EDITING (for interpretive elements of exhibits)

Exhibition hall interpretive panels qty 48 (incl. 3rd floor Native American interpretive panels qty 4 and short panels in walk-in faux cave qty 4)
Outdoor trailhead interpretive panels qty 6
Outdoor wayside interpretive panels qty 16
Outdoor wall-mounted panels qty 7
Outdoor one-sentence 'moments' for entry wall qty 8
Walk-in faux cave 'moments' qty 12

C. INTERACTIVE TOUCHSCREEN DESIGN (and implementation for 13 stations)

Storycrafter base platform license and setup
Welcome to Balcones Canyonlands Preserve
The Development of Balcones Canyonlands Preserve
Explore the Balcones Canyonlands Preserve
Karst Preserves
How Karst Caves Are Created
Colin Strickland: Cave Photography
Wildlife of Balcones Canyonlands Preserve
Invasive Species of Balcones Canyonlands Preserve
MOTUS Tracking
Banding and Tracking
Ashe Juniper
Wildfire Prevention
Visitors Center Building Directory

D. ANIMATION (for selected interactive touchscreens)

Interactive 3D locator map including a "You are here" feature and 19 other features
3D isometric animation of how Cent. Texas karst caves are formed
3D isometric animations of how cave speleothems are formed (stalagmites, etc.)
Motus bird tracking animation

E. GRAPHIC LAYOUT (of all interpretive elements)

Exhibition hall interpretive panels qty 48
Third floor Native American interpretive panels qty 4
Outdoor trailhead interpretive panels qty 6
Outdoor wayside interpretive panels qty 16
Outdoor wall-mounted panels qty 7
Outdoor one-sentence 'moments' qty 8
Walk-in faux cave small interpretive panels qty 4
Walk-in faux cave labels qty 12
Trail intersection signs qty 35
Trailside quotes qty 5
Plant I.D. signs qty 12
Wildlife blind signs qty 5

Docusign Envelope ID: D3161F72-35AD-41D7-B3F5-A5515FCFB8D5

F. PROJECT MANAGEMENT

Identify best-qualified subcontractors to perform the above-mentioned design tasks
Arrange and attend meetings with the subcontractors and the TNR staff
Review the subcontractors' progress and work through revisions with the subcontractor and TNR staff
Oversee the final production of all subcontractors' work
Facilitate the delivery of the final products and coordinate with the General Contractor
Manage invoicing by and payments to all subcontractors including billing and direct payment to subcontractors

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Approve Modification No. 1, an assignment of Contract No. 4400007600, for Facility Standard Subscription, from VFA, Inc. to The Gordian Group, Inc. (Facilities Management Department) (Commissioners Travillion & Gómez)

Prepared By/Phone Number: Limbania Rodriguez, Procurement Specialist III, 512-854-9778

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioners Travillion & Gómez

Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
This Modification No. 1 will change the contractor's name from VFA, Inc. to The Gordian Group, Inc. In effect, The Gordian Group, Inc. will assume all rights and responsibilities of VFA, Inc. in regard to Contract No. 4400007600, which provides software as a service for the VFA Facility Standard subscription.

Current Contract Expenditures: Within the last 12 months, $8,778.84.00 has been spent against this contract.

Staff Recommendations:
The Purchasing Office recommends approval of this assignment of contract modification.

Purchasing Comments: The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
N/A

Required Authorizations:
N/A

Attachments:
1. Travis County Notice of Entity Change Letter

2. 4400007600, Modification No. 1, VFA, Inc - COURT DRAFT V1

GORDIAN®

September 15, 2025

Travis County Auditor's Office

Re: Master Services Agreement by and between Travis County Auditor's Office and VFA, Inc. (the "***Agreement***")

Ladies and Gentlemen:

We are pleased to announce that VFA, Inc. is being merged into The Gordian Group, Inc. ("***Gordian***"; the "***Merger***") in a consolidation of these entities. The merger will become effective September 27, 2025. Subject to the terms and conditions of the Agreement between you and VFA, Inc. noted above, the Agreement, and any associated Order Forms and SOWs, will remain in full force and effect and Gordian will remain fully liable for any and all obligations accruing under the Agreement throughout the term of the Agreement, including, without limitation, service-level agreements, insurance requirements, and deliverables under existing scopes of work.

Please allow this letter to serve as notification of the assignment of this Agreement from VFA, Inc. to The Gordian Group, Inc., effective September 27, 2025

Please provide any directions we may need to update our vendor record with you.

Very truly yours,

THE GORDIAN GROUP, INC.

Angela S Michelini

Vice President, Legal & Gov't Affairs

MODIFICATION OF CONTRACT: 4400007600, SAAS: VFA Facility Standard

ISSUED BY:	ISSUED TO:
Travis County Purchasing Office **P.O. Box 1748** **Austin, Texas 78767** **Contact: Limbania Rodriguez** **Tel. No: (512) 854-9778**	**VFA, Inc.** **30 Patewood Drive** **Greenville, South Carolina 29615**
MODIFICATION NO.: **1**	EXECUTED DATE OF ORIGINAL CONTRACT: **March 13, 2024**
ORIGINAL CONTRACT TERM: **April 1, 2024** to **March 31, 2026**	MODIFIED CONTRACT TERM END DATE: **March 31, 2026**

ORIGINAL CONTRACT AMOUNT: $16,869.93	MOD. 1 AMOUNT: Not Applicable	CUMULATIVE CONTRACT AMOUNT: $16,869.93

Note to Vendor:
☒ **Complete and execute *(sign)* your portion of the signature block section as tagged below.**
☐ **DO NOT execute. Retain for your records.**

Court Approval Required?
☒ **Yes**
☐ **No**

DESCRIPTION OF CHANGES: Except as provided in this Modification 1, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

1. The purpose of this Modification is to authorize an assignment of contract. The current contract will be assigned as it is written on page 2 of this Modification and all correspondence and payment references will be modified to read:

The Gordian Group, Inc.
30 Patewood Drive Building 2, Suite 350
Greenville, South Carolina 2961

DRAFT

LEGAL BUSINESS NAME: **VFA, Inc.**

BY: Signed by: 5B1C1D95422043C... (SIGNATURE)

BY: Matthew Bausher (PRINT NAME)

TITLE: Chief Operations Officer
ITS DULY AUTHORIZED AGENT

DATE: 12/24/2025

TRAVIS COUNTY, TEXAS

BY: DS Sk
C.W. BRUNER, PMP, CPPB, PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS

BY: **(Signature line on page 2.)**
ANDY BROWN, TRAVIS COUNTY JUDGE

DATE:

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are VFA, Inc. Tax ID # 04-3570054 a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and The Gordian Group, Inc. Tax ID# 58-1900371 a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

A. Travis County and VFA, Inc. entered into a written Contract for the purchase of SAAS: VFA Facility Standard (Contract No. 4400007600) on March 13, 2024, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (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 rights, title and interest in and to the Contract effective as of the date consented to and approved below by Travis County (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. 4400007600).

DRAFT

VFA, Inc.

By: Signed by: 5B1C1D95422043C... (signature)

Printed Name: Matthew Bausher

Title: Chief Operations Officer

Date: 12/24/2025

The Gordian Group, Inc.

By: Signed by: Matthew Bausher 5B1C1D95422043C... (signature)

Printed Name: Matthew Bausher

Title: Chief Operations Officer

Date: 1/7/2026

By its signature below, Travis County signifies its consent to and approval of this Assignment from VFA, Inc. to The Gordian Group, Inc.

TRAVIS COUNTY, TEXAS

By: _____

Andy Brown, Travis County Judge

Date: _____

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on the following Personnel Amendments:
A. Routine Personnel Actions
Reclassifications
Pay Grade Revision (Commissioners Gómez and Travillion)
Prepared By/Phone Number: Monica Flores-Rojo, Administrative Assoc, 512-854-1104
Elected/Appointed Official or Department Head: June Mighty
Commissioners Court Sponsor(s): Commissioner Margaret Gómez
Commissioner Jeffrey W. Travillion Sr
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
See attached memo.

Staff Recommendations:
N/A

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
None

Required Authorizations:
Stacey McClure, Human Resources Management Department, 854-2744

Attachments:
1. 26-1-27 Personnel Amendments 2nd Revision

MEMORANDUM

DATE: January 27, 2026

TO: Andy Brown, County Judge
Jeffrey Travillion, Commissioner, Precinct 1
Brigid Shea, Commissioner, Precinct 2
Ann Howard, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

FROM: Dr. June Mighty, Chief Human Resource Officer

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 1 – 13
***Reclassifications – Pages 7 – 9**
***Pay Grade Revision – Pages 10 – 13**

If you have any questions or comments, please contact Stacey McClure at 854-2744.

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

A.

WEEKLY PERSONNEL AMENDMENTS – ROUTINE							
1	New Hire	New Hire	1/7/2026	N/A	N/A	Health and Human Services	30068457 / Social Services Program Specialist Assoc / Temporary / Houlry - No Bnf / C05 / 00 / $25.76
2	New Hire	New Hire	1/5/2026	N/A	N/A	County Attorney	30063053 / Legal Secretary / Regular / Full Time Non-Exempt / C07 / 00 / $53,726.40
3	New Hire	New Hire	12/29/2025	N/A	N/A	Sheriff	30002103 / Administrative Asst II / Regular / Full Time Non-Exempt / C07 / 00 / $61,172.80
4	New Hire	New Hire	1/5/2026	N/A	N/A	Community Legal Services	30070479 / Social Worker / Regular / Full Time Exempt / C11 / 00 / $79,000.00
5	New Hire	New Hire	1/5/2026	N/A	N/A	District Clerk	30070514 / Court Clerk II / Special Project / Full Time Non-Exempt / C07 / 00 / $53,726.40
6	New Hire	New Hire	1/5/2026	N/A	N/A	Health and Human Services	30050826 / Office Specialist / Temporary / Hourly - Retmt / C04 / 00 / $23.52
7	New Hire	New Hire	1/5/2026	N/A	N/A	Transportation & Natural Resources	30050006 / Park Tech I / Temporary / Seasonal-No Benefits / NCF01 / 00 / $20.80
8	New Hire	New Hire	1/5/2026	N/A	N/A	Medical Examiner's Office	30070531 / Family Assistance Specialist / Regular / Full Time Exempt / C09 / 00 / $60,431.00

WEEKLY PERSONNEL AMENDMENTS – ROUTINE							
9	New Hire	New Hire	1/6/2026	N/A	N/A	County Clerk	30006772 / Elections Operations Clerk / Temporary / Seasonal-No Benefits / NCF01 / 00 / $20.00
10	New Hire	New Hire	1/5/2026	N/A	N/A	Health and Human Services	30068829 / Accountant Sr / Regular / Full Time Exempt / C12 / 00 / $75,124.01
11	New Hire	New Hire	1/5/2026	N/A	N/A	District Clerk	30068707 / Court Clerk II Sr / Regular / Full Time Non-Exempt / C08 / 00 / $55,598.40
12	New Hire	New Hire	1/5/2026	N/A	N/A	Technology & Operations	30070491 / Customer Support Analyst Sr / Regular / Full Time Exempt / C14 / 00 / $87,000.00
13	New Hire	New Hire	1/5/2026	N/A	N/A	Planning and Budget	30000267 / Planning & Budget Analyst I / Regular / Full Time Exempt / C11 / 00 / $70,000.00
14	New Hire	New Hire	1/5/2026	N/A	N/A	Pretrial Services	30003894 / Office Specialist / Regular / Part Tm NonEx-No Bnf / C04 / 00 / $25,936.80
15	New Hire	New Hire	1/6/2026	N/A	N/A	Civil Court	30001184 / Briefing Attorney II / Regular / Full Time Exempt / C19 / 00 / $113,000.00
16	New Hire	New Hire	1/6/2026	N/A	N/A	District Clerk	30070563 / Court Clerk II Sr / Regular / Full Time Non-Exempt / C08 / 00 / $55,598.40

WEEKLY PERSONNEL AMENDMENTS – ROUTINE							
17	New Hire	New Hire	1/7/2026	N/A	N/A	Health and Human Services	30068457 / Social Services Program Specialist Assoc / Temporary / Houlry - No Bnf / C05 / 00 / $25.76
18	New Hire	New Hire	12/29/2025	N/A	N/A	Sheriff	30002349 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 00 / $58,539.50
19	New Hire	New Hire	1/5/2026	N/A	N/A	Tax Collector	30063238 / Tax Office Program Coordinator / Regular / Full Time Exempt / C09 / 00 / $77,000.00
20	New Hire	New Hire	1/5/2026	N/A	N/A	Transportation & Natural Resources	30004859 / Park Tech I / Temporary / Seasonal-No Benefits / NCF01 / 00 / $20.80
21	Re-Hire	Re-Hire	1/5/2026	N/A	N/A	County Clerk	30006765 / Elections Operation Clerk / Temporary / Seasonal-No Benefits / Non-classifed / 00 / $20.00
22	Re-Hire	Re-Hire	1/5/2026	N/A	N/A	Transportation & Natural Resources	30070649 / Park Tech II / Temporary / Hourly - Retmt / NCF01 / 00 / $21.30
23	Re-Hire	Re-Hire	1/9/2026	N/A	N/A	Technology & Operations	30070490 / Information Security Analyst / Regular / Full Time Exempt / C13 / 00 / $70,000.00

WEEKLY PERSONNEL AMENDMENTS – ROUTINE							
24	Re-Hire	Re-Hire	1/5/2026	N/A	N/A	County Clerk	30006832 / Elections Operation Clerk / Temporary / Seasonal-No Benefits / Non-classifed / 00 / $20.00
25	Re-Hire	Re-Hire	1/5/2026	N/A	N/A	Transportation & Natural Resources	30051379 / Park Tech I / Temporary / Seasonal-No Benefits / NCF01 / 00 / $20.80
26	Re-Hire	Re-Hire	1/5/2026	N/A	N/A	County Clerk	30006755 / Elections Operation Clerk / Temporary / Seasonal-No Benefits / Non-classifed / 00 / $20.00
27	Mobility	End Temporary Assignment	12/31/2025	Innovative Justice & Program Analysis	30067151 / Strategic Advisor / Regular / Full Time Exempt / C18 / 00 / $146,122.70	Innovative Justice & Program Analysis	The increase resulting in an annualized amount of $18,574.92 is removed. Temporary Assignment Travis County Code §114.096.
28	Mobility	Lateral Transfer	12/28/2025	Sheriff	30002103 / Administrative Asst II / Regular / Full Time Non-Exempt / C07 / 00 / $60,672.69	Sheriff	30050211 / Corrections Specialist / Regular / Full Time Non-Exempt / C07 / 00 / $60,672.69
29	Mobility	Promotion	12/16/2025	Health and Human Services	30005431 / Social Worker / Regular / Full Time Exempt / C11 / 00 / $62,848.78	Health and Human Services	30070423 / Social Services Mgr / Regular / Full Time Exempt / C13 / 00 / $69,133.65
30	Mobility	Promotion	12/16/2025	Transportation & Natural Resources	30050017 / Park Tech I / Temporary / Seasonal-No Benefits / NCF01 / 00 / $20.80	Transportation & Natural Resources	30051279 / Park Tech II / Temporary / Hourly - Retmt / NCF01 / 00 / $21.30

WEEKLY PERSONNEL AMENDMENTS – ROUTINE							
31	Mobility	Temporary to Regular	12/16/2025	Constable Pct 4	30057751 / Constable Deputy / Temporary / Hrly No-Bnf / Non-TCSO POPS 60 / 06 / $39.34	Constable Pct 4	30001822 / Constable Deputy Sr / Regular / Full Time Non-Exempt / Non-TCSO POPS Grade 62 / 05 / $82,585.33
32	Salary Change	Salary/Hourly Rate Change	10/2/2025	Constable Pct 5	30001843 / Court Clerk I / Regular / Full Time Non-Exempt / C05 / 00 / $61,800.14	Constable Pct 5	C05 / 00 / $64,531.39
33	Salary Change	Salary/Hourly Rate Change	10/2/2025	Constable Pct 5	30001854 / Court Clerk I / Regular / Full Time Non-Exempt / C05 / 00 / $57,383.16	Constable Pct 5	C05 / 00 / $60,252.32
34	Salary Change	Salary/Hourly Rate Change	12/28/2028	Sheriff	30050211 / Corrections Specialist / Regular / Full Time Non-Exempt / C07 / 00 / $60,672.69	Sheriff	C07 / 00 / $63,107.20
35	Salary Change	Salary/Hourly Rate Change	10/2/2025	Constable Pct 5	30001864 / Court Clerk I / Regular / Full Time Non-Exempt / C05 / 00 / $54,715.05	Constable Pct 5	C05 / 00 / $57,450.80
36	Salary Change	Salary/Hourly Rate Change	10/2/2025	Constable Pct 5	30001842 / Court Clerk I / Regular / Full Time Non-Exempt / C05 / 00 / $51,128.72	Constable Pct 5	C05 / 00 / $53,685.16
37	Salary Change	Salary/Hourly Rate Change	12/16/2025	Pretrial Services	30003886 / Pretrial Officer I / Regular / Full Time Non-Exempt / C08 / 00 / $56,413.46	Pretrial Services	C08 / 00 / $59,234.13
38	Salary Change	Salary/Hourly Rate Change	10/2/2025	Constable Pct 5	30001852 / Court Clerk I / Regular / Full Time Non-Exempt / C05 / 00 / $51,128.72	Constable Pct 5	C05 / 00 / $53,685.16

WEEKLY PERSONNEL AMENDMENTS – ROUTINE							
39	Salary Change	Salary/Hourly Rate Change	10/2/2025	Constable Pct 5	30001844 / Court Clerk I / Regular / Full Time Non-Exempt / C05 / 00 / $51,128.72	Constable Pct 5	C05 / 00 / $53,685.16
40	Salary Change	Salary/Hourly Rate Change	10/2/2025	Constable Pct 5	30001851 / Court Clerk I / Regular / Full Time Non-Exempt / C05 / 00 / $51,128.72	Constable Pct 5	C05 / 00 / $53,685.16

BUDGET APPROVED RECLASSES					
FY26 POSITION RECLASSIFICATION CHANGES AND PERSONNEL ACTIONS					
Row	**Effective Date**	**Personnel Area**	**Position #**	**CURRENT Job Title / Grade / Step / Salary**	**PROPOSED Job Title / Grade / Step / Salary**
R1	1/6/2026	Sheriff	30003004	Records Analyst Supv / 20000367 / Regular / Full Time Exempt / C12 / 00 / $92,916.55	Corrections Records Supervisor / 2005XXXX / Regular / Non-Exempt / C12 / 00 / $92,916.55
R2	1/6/2026	Sheriff	30050220	Records Analyst Supv / 20000367 / Regular / Full Time Exempt / C12 / 00 / $82,223.42	Corrections Records Supervisor / 2005XXXX / Regular / Non-Exempt / C12 / 00 / $82,223.42
R3	1/6/2026	Sheriff	30070452	Records Analyst Supv / 20000367 / Regular / Full Time Exempt / C12 / 00 / N/A	Corrections Records Supervisor / 2005XXXX / Regular / Non-Exempt / C12 / 00 / N/A
R4	1/6/2026	Sheriff	30058852	Records Analyst Supv / 20000367 / Regular / Full Time Exempt / C12 / 00 / $81,703.40	Corrections Records Supervisor / 2005XXXX / Regular / Non-Exempt / C12 / 00 / $81,703.40
R5	1/6/2026	Sheriff	30003019	Office Specialist Sr / 20000095 / Regular / Full Time Non-Exempt / C06 / 00 / $61,921.36	Corrections Specialist / 20050427 / Regular / Full Time Non-Exempt / C07 / 00 / $65,017.43
R6	1/6/2026	Sheriff	30003011	Office Specialist Sr / 20000095 / Regular / Full Time Non-Exempt / C06 / 00 / $59,425.18	Corrections Specialist / 20050427 / Regular / Full Time Non-Exempt / C07 / 00 / $62,396.44
R7	1/2/2026	County Clerk	30001055	Training Education Coord II / 20000393 / Regular / Full Time Exempt / C10 / 00 / $73,930.47	Learning & Development Coordinator Sr / 20054458 / Regular / Full Time Exempt / C14 / 00 / $77,627.00

BUDGET APPROVED RECLASSES					
FY26 POSITION RECLASSIFICATION CHANGES AND PERSONNEL ACTIONS					
Row	**Effective Date**	**Personnel Area**	**Position #**	**CURRENT Job Title / Grade / Step / Salary**	**PROPOSED Job Title / Grade / Step / Salary**
R8	1/2/2026	County Clerk	30065084	Administrative Assoc / 20000101 / Regular / Full Time Non-Exempt / C09 / 00 / $58,401.00	Office Mgr / 20000278 / Regular / Full Time Exempt / C10 / 00 / $63,850.00
R9	1/2/2026	County Clerk	30000992	Court Clerk I / 20000083 Regular / Full Time Non-Exempt / C05 / 00 / N/A	Court Clerk II / 20000084 / Regular / Full Time Non-Exempt / C07 / 00 / N/A
R10	1/2/2026	County Clerk	30001003	Court Clerk I / 20000083 Regular / Full Time Non-Exempt / C05 / 00 / N/A	Court Clerk II / 20000084 / Regular / Full Time Non-Exempt / C07 / 00 / N/A
R11	1/2/2026	County Clerk	30054233	Court Clerk I / 20000083 / Regular / Full Time Non-Exempt / C05 / 00 / N/A	Court Clerk II / 20000084 / Regular / Full Time Non-Exempt / C07 / 00 / N/A
R12	1/2/2026	County Clerk	30001034	Court Services Mgmt Adm Coord / 20000282 / Regular / Full Time Exempt / C10 / 00 / $65,340.00	Records Analyst Supv / 20000367 / Regular / Full Time Exempt / C12 / 00 / $65,840.00
R13	1/2/2026	County Clerk	30001037	Court Services Mgmt Adm Coord / 20000282 / Regular / Full Time Exempt / C10 / 00 / $73,645.00	Records Analyst Supv / 20000367 / Regular / Full Time Exempt / C12 / 00 / $74,145.00

BUDGET APPROVED RECLASSES					
FY26 POSITION RECLASSIFICATION CHANGES AND PERSONNEL ACTIONS					
Row	**Effective Date**	**Personnel Area**	**Position #**	**CURRENT Job Title / Grade / Step / Salary**	**PROPOSED Job Title / Grade / Step / Salary**
R14	1/2/2026	County Clerk	30001028	Recording Specialist I / 2000010 / Regular / Full Time Non-Exempt / C05 / 00 / N/A	Recording Specialist Sr / 20000110 / Regular / Full Time Non-Exempt / C08 / 00 / N/A
R15	1/2/2026	County Clerk	30000933	Elections Div Dir / 20000308 / Regular / Full Time Exempt / C20 / 00 / $124,630.00	County Clerk Deputy Chief / 20000319 / Regular / Full Time Exempt / C22 / 00 / $127,630.00
R16	1/2/2026	County Clerk	30000960	Court Clerk II / 20000084 / Regular / Full Time Non-Exempt / C07 / 00 / $56,755.30	Court Clerk II Sr / 20000085 / Regular / Full Time Non-Exempt / C08 / 00 / $59,593.07

Pay Grade Revision		
Job Title / Job Object ID	**FLSA**	**Pay Grade**
Corrections Records Supervisor / 2005XXXX	NE	C12* (previously C16)
Job description, pages 11-13.		

TRAVIS COUNTY JOB DESCRIPTION
Corrections Records Supervisor

Job Code:	2005XXXX	FLSA Status:	Non-Exempt
Pay Grade:	C12	Last Revised:	01/27/2026

Job Summary

Coordinates the processing, organization, and maintenance of inmate records and files in compliance with established policies and regulations. Assists with record analysis to determine appropriate storage and retention of all records under their control. Acts as liaison between the court system and the Travis County Sheriff's Office Corrections Bureau regarding pertinent documentation, orders, and other records. Serves as a point of contact for records requests and ensures timely and accurate responses. Ensure the timely and accurate processing of all orders regarding the incarceration, release, and transfer of inmates in custody. Serves as on duty supervisor for a team of Corrections Specialist working various assignments within the Travis County Jail Records Department.

Distinguishing Characteristics

This is the second in a series of record-related job classifications within the Travis County Jail Records Department. This classification is distinguished from Corrections Specialist in that it involves supervisory responsibility while focusing on technical coordination with assigned staff and various other Travis County Departments. This classification may require a flexible work schedule to meet the needs of the department during regularly assigned hours and after-hours needs regarding coordination between the court system, bonding, and jail records as needed.

Duties and Responsibilities

- Supervises, plans, and directs staff members of the Records unit. Assigns work, develops performance goals and standards, trains, resolves problems, evaluates performance, monitors workflow and deadlines, and makes personnel action recommendations. Develops detailed user requirements, system documentation and workflow procedures. Plans and coordinates departmental training. Plans, writes, revises, and recommends policies and procedures.
- Completes the development of assigned annual work plan goals for records program. Develops data quality internal controls. Monitors and audits data. Analyzes changing business needs and how their effect on various systems and associated processes. Make recommendations for improvements. Analyzes and determines cost-effective methods and procedures. Oversees discrepancies in systems.
- Monitors the status of inmates in our custody as they move through Intake, Counsel at First Appearance (CAFA) Magistration, Housing, and eventual release or transfer. Receive and store all documentation received from the arresting agency, courts, and other parties regarding an inmate's incarceration and release.
- Coordinates the organization, storage, and retrieval of jail records in accordance with Federal, State, and Local regulations.
- Ensures coordination between the court system and jail records results in the accurate release, transfer, and confinement of all individuals within the custody of the Travis County Sheriff's Office.
- Ensures the efficient and timely processing of all submitted bail and bonds.
- Assists in maintaining retention schedules and ensures proper disposal of records as authorized.
- Processes incoming records requests, conducts research, and compiles data for reports and responses.
- Monitors data quality, identifies discrepancies, and assists in maintaining accurate records databases.
- Prepares statistical and operational reports to support program planning and compliance.
- Provides guidance to staff on records management policies and procedures.
- Coordinates off-site records storage, retrievals, and destruction activities.
- Acts as section liaison between the department, court system, pretrial, and other related departments.

- Assists in budget development process. Determines the need for equipment, technology, professional services, staffing, and other resources. Manages vendor relationships, prepares requisitions for purchases.
- Performs other job-related duties as assigned.

Minimum Requirements

Education and Experience:
Bachelor's degree in Records Management, Public Administration, Business Administration, Library and Information Sciences or a directly related field AND four (4) years of professional records management experience, including one (1) year of supervisory or management experience.

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Must currently hold or be able to obtain a Texas Commission on Law Enforcement Basic Jailer License within one year of employment.

Knowledge of:

- Supervisory principles, practices and techniques.
- Federal, State, Local and County laws, rules, regulations and guidelines applicable to records management.
- Sources of information and records, including public databases, governmental statistical data, and official States, County, and City data.
- Standard practices and techniques of records management, including file management techniques.
- Records retention schedules.
- Records and Information Management technologies.
- Computer equipment to include word processing, spreadsheets, databases and records management software applications.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Interpreting a variety of instructions furnished in written, verbal, diagram or schedule form.
- Using basic arithmetic including calculating figures such as proportions, percentages, areas and volume.
- Evaluating value and type of documents.
- Problem-solving and decision-making.
- Conducting records inventory.
- Conducting research.
- Project management.
- Interacting with the public and providing customer service.
- Both verbal and written communication.

TRAVIS COUNTY JOB DESCRIPTION
Corrections Records Supervisor

Minimum Requirements (Continued)

Ability to:

- Communicate effectively.
- Plan, assign, motivate and coordinate work of support staff.
- Conduct records inventory.
- Train others in records management.
- Maintain databases.
- Use and explain equipment, facilities and files.
- Assist in budget development process.
- Compile and analyze data, and to write clear and comprehensive reports, business correspondence and procedure manuals.
- Read, analyze, and interpret general business periodicals, professional journals, technical procedures and governmental regulations.
- Reason and make judgments and decisions.
- Interpret a variety of instructions furnished in written, verbal, diagram, or schedule form.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with departmental support staff, other County employees and officials, representatives of outside agencies, clientele, attorneys, judges and the general public.

Work Environment and Physical Demands

Physical requirements include the ability to lift/carry up to 20-50 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, carrying, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting, lifting moderately heavy equipment or boxes to perform the essential functions.

Travis County employees play an important role in business continuity. As such, employees can be assigned to business continuity efforts outside of normal job functions.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action regarding the approval of the Interlocal Cooperation Agreement between Travis County and the Southwestern Travis County Groundwater Conservation District for operational expenses for 2026. (Commissioner Howard)

Prepared By/Phone Number: David Peyton, Project Manager, 512-854-7686
Elected/Appointed Official or Department Head: Cynthia McDonald
Commissioners Court Sponsor(s): Commissioner Howard, Precinct Three
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
The Southwestern Travis County Groundwater Conservation District (District) was created by the Texas Legislature with passage of House Bill 4345 in 2017 and confirmation by voters in November 2019 to manage groundwater resources in southwestern Travis County. This portion of Travis County is highly dependent on groundwater. In 1990 it was designated part of the Hill Country Primary Groundwater Management Area (PGMA) by the Texas Commission on Environmental Quality, with concurrence by the Texas Water Development Board and the Texas Parks and Wildlife Department. PGMA's are areas experiencing or expected to experience critical depletion of groundwater and surface water supplies within 50 years. Thirty-five years have elapsed since the creation of the Hill Country PGMA. The jurisdictional region of the District coincides with the portion of this PGMA in southwestern Travis County.

Southwestern Travis County has experienced declining aquifer levels since 1995 from over-production of groundwater via wells and springs, and prolonged drought, all of which continue to plague this area. Such conditions present a challenge to balancing water supply with future population growth and associated development. Travis County shares responsibility for groundwater management with the District through its mission of maintaining natural resource conservation, sustainable development permitting, and provision of safe water resources for residents. Although a groundwater conservation district is the state's preferred method of groundwater management, the District's enabling legislation did not provide adequate funding. To help preserve and protect our shared groundwater resources, Travis County has helped fund the District through interlocal agreements (ILA) since 2019. Travis County funds have been used to assist with staff salaries, establish rules and operating procedures, conduct groundwater research, and implement a regional groundwater monitoring system. The District also provides customer service and outreach to Travis County residents through educational materials and seminars.

The ILA the Court is currently requested to approve, would provide funds for fiscal year 2026 only. If approved, the ILA would be effective October 1, 2025, through September 30, 2026. Additionally, this agreement would be automatically renewed for the next five consecutive fiscal years contingent upon fund availability and Commissioners Court approval of that funding for each specific fiscal year. An extended agreement would provide more efficient implementation for both the District and the County. Like the FY2025 ILA, the current ILA includes a provision regarding use of Rollover Funds (defined in the ILA as unused funds from previous fiscal years, including unused funds allocated by the Commissioners Court in the FY2025 ILA). If approved, Rollover Funds could be used in any successive fiscal year during which the ILA is in effect. The ILA will remain in effect until any invoices submitted by the District on or before September 30th of that term relating to anticipated or incurred expenses are determined by the County to be fully resolved.

Staff Recommendations:
The staff recommends approval of this agreement.

Issues and Opportunities:
Travis County supports continued work of the District to help manage and conserve groundwater as a natural resource for future development and enjoyment of Travis County residents. The District has responsibility for establishing both modeled available groundwater ("MAG") and the desired future conditions ("DFC") for the southwestern part of Travis County. Funding from Travis County will help to provide scientific data and analyses needed to establish MAG, DFC, and other groundwater management tools. Data and tools shared by the District with Travis County will aid our science-based management decisions and ongoing data collection programs.

Funds provided by the County will continue to be used primarily for District staffing – groundwater scientists and technicians. This will enable the District to continue establishment of a groundwater science program and work collaboratively with the County; for example, the ongoing District's groundwater monitoring-well network. In 2023, the District entered inter-local agreements with groundwater conservation districts in Burnet and Bell counties to collaborate on a groundwater data-compilation and modeling study of the Trinity Aquifer underlying portions of Bell, Burnet, Travis, and Williamson counties. A final report was issued in February 2025. In addition to establishing a wider geographic view of the Trinity Aquifer over time, this work prompted additional groundwater research funding by the Williamson County Commissioners Court.

The District and UT Austin Bureau of Economic Geology collaborated on a groundwater well drilling and monitoring site at Fire Station #4 in Leander, TX, which is providing valuable Trinity Aquifer data in fast-growing, northern Travis County. This type of data could provide information needed for possible future expansion of the District into western Travis County north of the Colorado River, where little groundwater data are available. Another major accomplishment of the District was establishing the Hamilton Pool Management Zone. Data collected by Travis County and the District provided the scientific basis for the creation of the management zone. Additional management zones

such as this one, plus groundwater monitoring sites are needed in ALL areas of the County as water resources are stressed from growth and droughts.

Fiscal Impact and Source of Funding:
$200,000 and Fund Center #1490150001-511980

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 8
Tanner Voelkel	Asst. Director Planning & Admin	TNR	(512) 8
Emily Ackland	Division Director NREQ	TNR	(512) 8
David Peyton	Assistant Director, Water Resources	TNR	(512) 8

Attachments:
1. Exhibit 3_SWTCGCD ILA with Travis County for operational expenses - Signed by GCD on 20251120
2. Exhibit 1_SWTCGCD-Budget-FY26_Proposed-20250910
3. Exhibit 2_SWTCGCD-Funding-Request-FY26

INTERLOCAL COOPERATION AGREEMENT BETWEEN TRAVIS COUNTY AND THE SOUTHWESTERN TRAVIS COUNTY GROUNDWATER CONSERVATION DISTRICT FOR OPERATIONAL EXPENSES

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into by and between Travis County, Texas (the "County"), and the Southwestern Travis County Groundwater Conservation District (the "District" or “SWTCGCD”), hereinafter referred to individually as “Contracting Party” and collectively as the “Contracting Parties” for the purposes and consideration in this Agreement.

RECITALS

Groundwater is of paramount importance as a source of water supply for new and existing development in Travis County and as a natural resource vital for maintaining sufficient flows in springs, creeks, rivers, and other waterways that are essential to a healthy and sustainable natural environment. Natural features that exist in Travis County parks depend on sustaining water supplies to these features. Travis County has a history of partnering with the SWTCGCD to help manage and conserve our shared groundwater resources to ensure clean, sustainable water supplies for the future and to continue support of the District as long as funding is available and approved by the Travis County Commissioners Court.

FINANCIAL AND SERVICE COMMITMENTS

1. For the Initial Term and each Renewal Term for which the Travis County Commissioners Court has approved funding, the County will provide funding to the District, in the form of reimbursements, not to exceed $200,000.00, except that in addition to this not-to-exceed amount of $200,000, (A) the County may provide additional funding to the District for extraordinary expenditures described in Section 6.c.(2) that are approved by the County Executive of the County’s Transportation and Natural Resources Department (the “TNR County Executive”), and (B) the District will receive Rollover Funds (as that term is defined in Section 1.e. below). The District will use the County funding to continue the development and implementation of regulations, programs, groundwater studies, and other statutory responsibilities to effectively manage groundwater in the District. The County funding will be used by the District to sustain its essential operational activities for the fiscal year (defined as October 1 of the current year through September 30 of the following year), including:

    a. $50,000 to be used for: (1) scientific investigations in collaboration with Travis County, The University of Texas at Austin Bureau of Economic Geology, other groundwater conservation districts; (2) technical consulting to support the District’s regulatory and science programs; and (3)

additional technical staff and equipment needed to maintain and expand the District's groundwater monitoring network.

b. $125,000 to be used for personnel expenses including the District's general manager/hydrogeologist, permitting support staff, and other District employees needed to successfully implement District programs.

c. $25,000 for other expenses, including the development of enhanced rules to protect aquifers and springs; legal fees related to permitting and contested case hearings; public education and outreach; regional groundwater planning; groundwater conferences and meetings; District website, email accounts, and office supplies; accounting and audit services; additional professional consulting services; and insurance for the District and Board of Directors.

d. Any statutorily authorized expenses of the District differing in nature or amount from those above that are approved by the County.

e. The Parties entered into an agreement for operational expenses for the District that terminated on September 30, 2025 (the "FY2025 Interlocal"). To the extent any funds allocated by the County for a District fiscal year have not been sent to the District or have not been used by the District (the "Rollover Funds") for the FY2025 Interlocal, the Initial Term (as defined below), or any Renewal Term (as defined below), the Parties agree that it would benefit the residents of the County and the District for the District to retain or be provided the Rollover Funds so that the District may use the Rollover Funds, during the District's succeeding fiscal year if this Agreement has not been terminated, for funding any one or a combination of:

(1) the expenses described in a., b., c., or d. of this Section or

(2) any extraordinary expenditure described in Section 6.c.(2) that is approved by the TNR County Executive.

f. The District shall submit to the County a statement of remaining Rollover Funds no later than 30 days after the end of each fiscal year, and no later than 14 days after any request from the TNR County Executive, the District shall provide a written accounting of how the District is using the Rollover Funds.

2. The District will provide the County with quarterly written progress reports on all the District's activities toward developing and implementing regulations, programs, studies, and other measures to effectively manage the groundwater in the District. The District will share all study results and associated databases with Travis County.

3. The District will provide the County an annual budget and funding request no later than April 10 for each year that funds are requested.

4. The District is expressly prohibited from seeking any County funding for any expense for which the District has already received or will receive funding from any other source.

5. This Agreement takes effect on October 1, 2025 upon approval of the Travis County Commissioners Court and the initial term ("the Initial Term") terminates on September 30, 2026. This Agreement will automatically renew annually on October 1st of each year for five consecutive twelve-month terms, with the last Renewal Term ending on September 30, 2031, unless terminated sooner by either Party (each, a "Renewal Term"), subject to the following.

   a. For the Initial Term and each Renewal Term, this Agreement will remain in effect until any invoices submitted by the District on or before September 30, 2031, relating to anticipated or incurred expenses described in Section 1.a through Section 1.d, or any extraordinary expenditures described in Section 6.c.(2) that will be determined by the County to be fully resolved.

   b. Either Party, without cause, may terminate this Agreement with at least 90 days written notice to the other Party before the effective date of the termination.

   c. This Agreement will terminate upon an uncured default as provided in Section 8.

   d. Upon termination of this Agreement, as herein 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. Invoices.

   a. Each month, the District will submit an invoice to the County that sets forth, for the period invoiced, information regarding:

      (1) The District's expenses for which the District is requesting payment, including supporting documentation;

      (2) All revenue that the District has received from sources other than the County;

      (3) The District's total past expenditures and current fund balance; and

      (4) A description of the District's projected expenses for the next month for which the District will submit an invoice the following month.

   b. Each invoice must comply with the requirements set forth in this Agreement.

   c. The County has established an escrow account from which the District may directly draw in accordance with the following five requirements the

District must meet prior to the County's deposit of funds in the District's escrow account.

(1) The District acknowledges that the County is legally prohibited from making advance payments for planned future expenditures. The District maintains a bank account entitled the "SWTCGCD Escrow Account" to avoid commingling of any of the County-provided funds with any other funds of the District or any of its board members. The purpose of the SWTCGCD Escrow Account is to provide a mechanism for funding District expenses in a manner consistent with Texas law. The District shall manage the SWTCGCD Escrow Account as follows:

(A) Principal in the SWTCGCD Escrow Account cannot be used to pay for anything other than operating expenses in compliance with and allowable under this Agreement.

(B) Fund transfers from the SWTCGCD Escrow Account to the District shall only be made in accordance with this Agreement.

(2) Extraordinary Expenditures. The County shall fund the SWTCGCD Escrow Account at the beginning of this Agreement and maintain the SWTCGCD Escrow Account at an amount which is equal to two months of estimated operating expenses based on the District's expenditures during the preceding 12-month period. If the District anticipates additional funds will be needed to pay for an extraordinary expenditure, it shall notify County of that additional amount, and County will deposit the amount into the SWTCGCD Escrow Account, if the TNR County Executive finds that the extraordinary expenditure is appropriate.

(3) The District shall:

(A) make the original payment for all operating expenses allowable under this Agreement from the SWTCGCD Escrow Account after a monthly invoice has been approved for payment by the TNR County Executive;

(B) at least monthly, send County an invoice listing and describing the purpose and amounts of payments made from the SWTCGCD Escrow Account during the prior month; and

(C) send County a copy of any bank statements for the SWTCGCD Escrow Account since the last monthly invoice.

(4) The County shall reimburse the SWTCGCD Escrow Account for all operating expense payments made in compliance with and allowable under this Agreement within 30 days of County's receipt

of the invoice, and bank statement, if the payments were made in compliance with this Agreement. The County shall immediately notify the District if it contends a District payment was made that did not comply with this Agreement.

(5) No later than 60 days after the last day of the term of the Initial Term or a Renewal Term, if this Agreement is terminated and is not automatically renewed ("Escrow End Date"), the District shall return to County all funds in the SWTCGCD Escrow Account except for earned income, and shall provide the County with an invoice and supporting documentation for the difference between the SWTCGCD Escrow Account balance at the Escrow End Date and the amount that County deposited in the SWTCGCD Escrow Account during the then-current term of this Agreement.

d. No later than 30 days after this Agreement is terminated, the County shall render and send to the District a final written accounting of amounts paid by the County under this Agreement, and if the County notifies the District that the County has overpaid or incorrectly paid any amount to the District, the District must reimburse the County, no later than 30 days after the District's receipt of notice, in the amount determined by the County to have been overpaid or incorrectly paid. Notwithstanding any provision to the contrary, the District's obligation to reimburse the County for overpayment or mistaken payment will survive the termination of this Agreement.

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

a. County will pay by ACH/EFT or check upon SWTCGCD's satisfactory delivery and County's acceptance of items and SWTCGCD's submission of a correct and complete invoice to the address below:

Patti Smith, CPA
Travis County Auditor
Preferably via e-mail to: AP@traviscountytx.gov
Or Via mail to:
Travis County Auditor's Office
P.O. Box 1748
Austin, Texas 78767

With a copy to:
Travis County Transportation and Natural Resources Department
Attention: Financial Services
P. O. Box 1748

Austin, Texas 78767

b. SWTCGCD may contact the Auditor's Office, Disbursements Division at (512) 854-9125 for assistance with setting up electronic payment through ACH, which deposits payments directly into SWTCGCD's account. Invoices must include:
   (1) Name, address, and telephone number of SWTCGCD, and the name should match the name shown on the W-9 that SWTCGCD submitted to the Auditor's Office;
   (2) Name and address where the payment is to be sent, if payment is by check;
   (3) County Contract Number and County Purchase Order Number;
   (4) Identification of deliverables provided as outlined in this Agreement;
   (5) Total invoice amount; and
   (6) Any additional payment information that may be called for by this Agreement or required by the Travis County Auditor.

8. A Contracting Party shall be in default under the Agreement if that Contracting Party fails to fully, timely, and faithfully perform any of its material obligations under the Agreement. A non-defaulting Contracting Party may terminate this contract if the defaulting Contracting Party fails to cure the default within 30 days of receiving written notice from the non-defaulting Contracting Party of the default.

9. Miscellaneous

a. Force Majeure

In the event that the performance by a Contracting Party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

b. Notice

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

COUNTY: The Honorable Andy Brown (or his successor)

Travis County Judge
P.O. Box 1748
Austin, TX 78767

WITH A COPY TO: Cynthia C. McDonald (or her successor)
Transportation and Natural Resources County Executive
P.O. Box 1748
Austin, TX 78767

Delia Garza (or her successor)
Travis County Attorney
P.O. Box 1748
Austin, TX 78767
Attention: File Number 291.644

AND TO: C.W. Bruner, PMP, CPPB (or his successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, TX 78767

DISTRICT: Richard A. Scadden (or his successor)
SWTCGCD Board President
P.O. Box 340595,
Austin, TX 78734

WITH A COPY TO: Jim Urie (or his successor)
SWTCGCD Treasurer
P.O. Box 340595
Austin, TX 78734

AND TO: Ty H. Embrey, Attorney for the District
Lloyd Gosselink
816 Congress Avenue, Suite 1900
Austin, TX 78701
(512) 322-5800 tembrey@lglawfirm.com

c. Entire Agreement

This Agreement contains the complete and entire agreement between the Contracting Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the subject of this Agreement. This Agreement may not be modified, discharged, or changed

in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Contracting Parties. No official, representative, agent, or employee of the District has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the District. No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

d. Invalid Provision

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.

e. Inspection of Books and Records.

(1) The Contracting Parties agree to maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and to make such materials available to each other, and their duly authorized representatives, for review and inspection at their respective office during the period that this Agreement is in effect and for four years after the Agreement is terminated or until any impending litigation or claims are resolved, whichever is later.

(2) SWTCGCD and Travis County and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions except that nothing in this Agreement requires SWTCGCD or Travis County to waive any applicable exceptions to disclosure under the Texas Public Information Act.

f. Current Funds

The party or parties paying for the performance or governmental functions or services shall make payments therefor from current revenues available to the paying party.

g. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT IS WHOLLY PERFORMABLE IN TRAVIS COUNTY, TEXAS.

h. Interpretation

In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against either party.

i. Application of Law

This Agreement is governed by the laws of the State of Texas.

j. Mediation

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

k. Third Party Rights Not Created

This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Contracting Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

l. Counterparts

This Agreement may be executed in separate counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Contracting Party consents to the use of electronic signatures by the other Contracting Party. This Agreement and any other documents requiring a signature under this Agreement may be signed electronically by the Contracting Parties. The Contracting Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in formation.

m. Sovereign Immunity

By execution of this Agreement, neither Contracting Party waives or relinquishes any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

n. Non-Waiver of Default. No payment, act, or omission by the County may constitute or be construed as a waiver of any breach or default of the District which then exists or may subsequently exist. All rights of the

District under this Agreement are specifically reserved and any payment, act, or omission shall not impair or prejudice any remedy or title to the 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, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

Southwestern Travis County Groundwater Conservation District

By: Richard A Scadden Date: 20 NOV 2025

Richard A. Scadden
SWTCGCD Board President (or designated representative)

Travis County, Texas

By: _____ Date: _____

Andy Brown
County Judge

Southwestern Travis County Groundwater Conservation District
Proposed Budget for Fiscal Year 2026
October 1, 2025 to September 30, 2026
Adopted by SWTCGCD Board on September 10, 2025

CATEGORY DESCRIPTION	FY26 PROPOSED
REVENUES	
WDA Application Fee - Drill New Well ($500)	$30,000
WDA Application Fee - Cap or Plug Existing Well ($100)	$1,500
WDA Application Fee - Minor Modification to Existing Non-Exempt Well ($100)	$0
WDA Application Fee - Major Modification to Existing Well ($500)	$0
Well Construction Fee - New Well to be authorized under Operating Permit ($1,000)	$3,000
Well Construction Fee - New Well to be authorized under General Permit ($500)	$1,500
Well Construction Fee - Major Modification to Existing Well under General Permit ($500)	$0
Well Construction Fee - Major Modification to Existing Well under Operating Permit - Non-Ag ($500)	$0
Well Construction Fee - Major Modification to Existing Well under Operating Permit - Ag ($250)	$0
Production Authorization Application Fee - New Well - Operating Permit - Non-Ag ($750)	$2,250
Production Authorization Application Fee - New Well - Operating Permit - Ag ($400)	$0
Production Authorization Application Fee - New Well - General Permit ($400)	$1,200
Production Authorization Application Fee - Existing Well - Operating Permit - Non-Ag ($750)	$15,000
Production Authorization Application Fee - Existing Well - Operating Permit - Ag ($400)	$0
Production Authorization Application Fee - Existing Well - General Permit ($400)	$2,000
Production Fee - Non-Ag ($0.20 per 1,000 gallons)	$48,000
Production Fee - Ag ($0.04 per 1,000 gallons)	$0
Export Fee (additional 50% of standard production fee)	$0
Permit Renewal Application Fees (varies)	$200
Water Utility Service Connection Fee - Longer-Term End-User Connection ($1,000 each)	$45,000
Water Utility Service Connection Fee - RV Slip ($200 each)	$17,200
Water Utility Service Connection Fee - Shorter-Term End-User Connection ($1,000 each)	$0
Interest Income	$150
Misc. Income (Administrative Fees)	$0
Enforcement Penalty Income	$0
Funding from Travis County ILA FY 2025	$16,158
Funding from Travis County ILA FY 2026	$200,000
Total	***$383,158***
EXPENSES	
Personnel Expenses	
General Manager	$104,500
Field Technician	$0
Regulatory Compliance Specialist (Part-Time)	$43,550
Administrative & Hydrogeologic Assistant (Part-Time)	$42,900
Retirement District Match (3.0%)	$5,729
Insurance - Health/Dental/Vision	$0
Professional Development/Licensing/Cont. Edu.	$500
Meetings/Conferences/Presentations	$3,000
Public Officials and Staff Bonding	$0
Payroll Taxes - FICA/Medicare/Unemployment	$15,868
Workers Compensation Insurance	$1,000
General Liability/Errors and Omissions Insurance	$1,600
Cyber Liability Insurance	$1,500
Subtotal	***$220,146***

Vehicle Expenses		
Automobile Insurance		$0
Fuel/Oil/Wash		$0
POV Mileage/Expenses Reimbursement		$2,000
Vehicle Maintenance		$0
Vehicle Purchase/Replacement Fund		$0
	Subtotal	***$2,000***
Contract/Professional Services		
Auditor Services		$9,000
Bookkeeping		$18,000
Payroll Service		$0
Legal Services		$75,000
Public Relations and Outreach		$0
Other Professional Services		$2,500
Intern		$0
	Subtotal	***$104,500***
Office and Administrative Expenses		
Computer Equipment		$1,500
Software and Web Services		$12,500
Educational Materials		$100
Interest Expense		$0
Late Fees/Penalty Fees/Bank Charges		$0
Library/Subscriptions		$0
Licenses and Permits		$0
Mail Expenses/Postage/Shipping		$100
Membership Dues (TAGD)		$1,580
Election Expense (newspaper advertising)		$0
Miscellaneous		$500
Office Building Maintenance or Reserve Fund		$0
Office Equipment & Furniture		$1,000
Office Grounds Maintenance		$0
Office Rent (annual)		$1
Office Supplies		$250
P.O. Box		$250
Printing/Copying		$250
Property Insurance		$0
Public Relations/Advertising/Public Notices/Signs		$1,500
Refunds		$0
Telephone /Internet		$1,750
Utilities		$0
Smart Phone Reimbursement		$0
	Subtotal	***$21,281***
Technical Operations Expenses		
Groundwater Monitoring Program		
New Monitoring Equipment		$5,000
Equipment Maintenance, Repairs, and Replacement		$1,000
Data, Cellular, and Service Plans		$3,500
Field Equipment and Supplies		$500
New Monitoring Wells		$0

Data Management and Analysis		$20,000
	Groundwater Monitoring Network Subtotal	***$30,000***
Hydrogeologic and Groundwater Studies		
Hydrogeologic Consultant		$10,000
Hydrogeologic and Groundwater Studies		$7,500
Field Equipment and Supplies		$0
Lab Equipment and Supplies		$0
Water-Quality Lab Analyses		$2,500
	Hydrogeologic and Groundwater Studies Subtotal	***$20,000***
Other Technical Projects		
GMA 9 Studies / Report Preparation		$14,000
Data Base Services Fund		$0
Lab Equipment/Supplies		$0
	Other Technical Projects Subtotal	***$14,000***
	Technical Operations Expense Total	***$64,000***
Reserve Funds		
Contingency Allocation		$0
	Subtotal	***$0***
Total Expenses		***$411,927***
FUND BALANCE		***-$28,769***

SOUTHWESTERN TRAVIS COUNTY
GROUNDWATER CONSERVATION DISTRICT

March 14, 2025

Judge Andy Brown
Travis County Commissioners Court
700 Lavaca Street
Austin, TX 78701
via email: commissioners-court@traviscountytx.gov

Re: Funding Request for Fiscal Year 2026

Dear Judge Brown and Commissioners:

On behalf of the Southwestern Travis County Groundwater Conservation District ("District"), I want to express our sincere appreciation for the County's continued support of our mission to manage and protect groundwater resources. County funding has been instrumental in advancing our scientific investigations, regulatory programs, public education, and groundwater monitoring efforts. As the agency uniquely tasked with managing and protecting groundwater resources within southwestern Travis County, the District plays a critical role in ensuring the long-term sustainability of this vital resource for the County's residents, economy, and natural habitats.

Groundwater is the primary water supply for many communities and businesses in Travis County. It also sustains springs, rivers, and ecosystems that contribute to the County's natural beauty and quality of life. The availability of water supports the local economy and property values. Persistent drought conditions have placed increasing strain on our aquifers, making the District's work more critical than ever. During dry periods, reliance on groundwater increases, while recharge rates decrease, raising the risk of water shortages, well failures, and ecosystem impacts. Through its unique regulatory authority, the District ensures that groundwater is used responsibly, balancing the needs of all users while protecting aquifers from depletion and contamination. The County's financial support allows the District to carry out these responsibilities effectively.

For Fiscal Year 2026, we respectfully request continued funding at the levels provided for Fiscal Year 2025 to sustain essential operations:

1. **$50,000** for scientific investigations, technical consulting to support the District's regulatory and permitting programs, and additional technical staff and equipment needed to expand and maintain the District's groundwater monitoring network. These efforts provide the data necessary to make informed permitting and policy decisions.
2. **$125,000** for personnel expenses to ensure the District has the expertise needed to implement and enforce groundwater protection and management programs.
3. **$25,000** for other essential expenses, including:
    - development of enhanced rules to protect aquifers and springs, particularly during drought conditions,
    - legal fees related to permitting and contested case hearings,

- public education and outreach to inform residents and businesses about groundwater conservation, drought impacts, and alternative water supplies,
- regional groundwater planning,
- groundwater conferences and meetings,
- maintenance of the District's website, email accounts, and office supplies,
- accounting and audit services,
- additional professional consulting services, and
- insurance for the District and Board of Directors.

In addition to sustaining these ongoing functions, the District requests an additional **$200,000** for a special project. This funding will support the development of a numerical groundwater flow model for southwestern Travis County that will enhance our ability to assess groundwater availability and analyze the impacts of pumping and drought. This model will be a critical tool for making science-based permitting and policy decisions that evaluate and protect groundwater resources.

To provide greater financial stability going forward and to improve long-term planning, we propose a multi-year funding agreement with Travis County, beginning with an initial one-year term with the option for annual extensions for up to five years. This approach will help avoid the disruptive effects of year-to-year funding uncertainties, allowing us to operate more efficiently and effectively while continuing our efforts to strengthen the District's financial independence and long-term viability.

We greatly appreciate the County's ongoing partnership and support in protecting our groundwater resources and the residents, businesses, and natural habitats that rely on them. We welcome the opportunity to discuss this request further and provide any additional information needed.

Thank you for your time and consideration.

Sincerely,

Lane Cockrell
General Manager/Hydrogeologist
Southwestern Travis County GCD

cc: Andy Brown, County Judge, Judge@TravisCountytx.gov
Jeffrey W. Travillion, Sr., Precinct 1 Commissioner, Jeffrey.Travillion@traviscountytx.gov
Bridgid Shea, Precinct 2 Commissioner, Brigid.Shea@traviscountytx.gov
Ann Howard, Precinct 3 Commissioner, Ann.Howard@traviscountytx.gov
Margaret J. Gómez, Precinct 4 Commissioner, Margaret.Gomez@traviscountytx.gov
Emily Ackland, Travis County, Emily.Ackland@traviscountytx.gov
David Peyton, Travis County, David.Peyton@traviscountytx.gov
Vicky Kennedy, Travis County, vkennedy@uskrc.com
Richard A. Scadden, Southwestern Travis County GCD Board President, scadden@swtcgcd.org

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on the Construction and Traffic Mitigation agreement between Century Land Holdings II, LLC, a Colorado limited liability company, GRBK Edgewood LLC, a Texas limited lability company, and Travis County for traffic mitigation associated with the proposed Braker Valley development**,** in Precinct One. (Commissioner Travillion)

Prepared By/Phone Number: Rahul Mars, Engineer Sr., 512-854-5197
Elected/Appointed Official or Department Head: Cynthia McDonald
Commissioners Court Sponsor(s): Commissioner Travillion, Precinct One
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
Braker Valley is a proposed site project consisting of 612 single-family homes located at the north-east corner of the Cameron Road and Blue Goose Road intersection.

The developer has agreed to construct turn lanes at the site driveways on Cameron Road. The developer also agreed to install a 1-inch pavement overlay on Cameron Road between the site driveways. The developer has also agreed to a total mitigation payment of $630,386.00 to Travis County. This amount is a financial contribution to the County towards the Roadway Improvement Project, or any other projects in the vicinity of the property.

Staff Recommendations:
TNR and the County Attorney staff have reviewed the agreement and support approval.

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
N/A

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Tanner Voelkel	Asst. Director Planning & Admin	TNR	(512) 854-7675

Robert Valenzuelz	Public Works Director	TNR	(512) 854-7672
Mannar Tamirisa	Assistant Public Works Director	TNR	(512) 854-8757

CC

Christina Tagle	County Attorney	CA	(512) 854-5991

Attachments:

1. Braker Valley_Construction and traffic mitigation agreement
2. site location map
3. precinct map

CONSTRUCTION AND TRAFFIC MITIGATION AGREEMENT
BRAKER VALLEY DEVELOPMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS CONSTRUCTION AND TRAFFIC MITIGATION AGREEMENT (this "**Agreement**") is made and entered into by and between Century Land Holdings II, LLC, a Colorado limited liability company, GRBK Edgewood LLC, a Texas limited liability company (hereinafter, collectively referred to as the "**Developer**"), and Travis County, a political subdivision of the State of Texas (the "**County**"), hereinafter collectively referred to as the "Parties", and individually as "Party", except as specifically noted otherwise, for the purposes and consideration stated herein.

WHEREAS, the Developer is in the process of developing, in phases, that certain 164.962-acre tract of land out of the Lucas Munos Survey No. 55, Abstract No. 513, situated in Travis County, Texas, as described in the deed recorded at Document No. 2023113020, of the Official Public Records of Travis County, Texas; and being located at the northeast corner of the Cameron Road and Blue Goose Road intersection and more particularly described in **Exhibit A**, attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, the location of the Property is depicted in the site location map attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Developer desires to develop the Property in three (3) phases (collectively, "**Phases**", each a "**Phase**"), which Phases may be more specifically referred to herein as "Phase 1", "Phase 2", and "Phase 3", as described and depicted in **Exhibit C** attached hereto and made a part hereof; and

WHEREAS, the Developer intends for the Property to be developed as depicted in the site plan attached hereto as **Exhibit C**, and made a part hereof; and such development will consist of 612 single- family homes on the Property (the "**Project**"); and

WHEREAS, the Developer desires to develop the Property in a manner that impacts the area's transportation system; and

WHEREAS, the Developer submitted a Transportation Assessment report for the development of the Project on the Property dated June 27, 2024 (the "**TA**"), a copy of which is on file with County Project No. 24-46110, and the TA was accepted by the County on July 23, 2024; and

WHEREAS, the TA identified the Project's expected impacts on the surrounding roadway network and the measures necessary to mitigate such impacts, which the Developer is legally obligated to satisfy and has agreed to satisfy for the Project; and

WHEREAS, the County desires that road improvements be completed along Cameron Road and Blue Goose Road as part of the County's Capital Improvement Program or other future improvement project in the vicinity of the Property (collectively, the "**Roadway Improvement Project**"), and such project would relieve traffic impacts of the Project; and

WHEREAS, the Developer agrees to construct certain improvements identified in the TA, along Cameron Road, as described in Section I.A below and depicted in **Exhibit D**, attached hereto and made a part hereof (the "**Intersection Improvements**"); and

WHEREAS, the County desires to set forth the Developer's responsibility for the design and construction of the Intersection Improvements; and

WHEREAS, the County requires the Developer post a bond, cash, or letter of credit, in the amount of One Million Four Hundred Thirty Thousand Nine Hundred Nineteen and 00/100 Dollars ($1,430,919.00), representing the Developer's estimated cost of designing and constructing the Intersection Improvements to ensure that the Intersection Improvements are constructed (the "**Fiscal Security**"); and

WHEREAS, the Developer desires to set forth the County's responsibility to accept the constructed Intersection Improvements and, upon acceptance, release the Fiscal Security; and

WHEREAS, the Developer has elected to satisfy its legal obligation for certain mitigations identified in the TA by contributing financially toward the Roadway Improvement Project, or other projects in the vicinity of the Property; and

WHEREAS, the Developer agrees to also make a payment of Six Hundred Thirty Thousand Three Hundred Eighty-Six and 00/100 Dollars ($630,386.00) as a financial contribution to the County towards the Roadway Improvement Project, or other project in the vicinity ("**Mitigation Payment**"); and

WHEREAS, the County agrees to accept the Developer's Mitigation Payment in lieu of the Developer completing those certain improvements, other than the Intersection Improvements, identified in the TA.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

I. DEVELOPER'S OBLIGATIONS

A. Intersection Improvements. The Developer agrees to design and construct the Intersection Improvements in conformance with current Travis County Standards as set forth in Chapter 482, Travis County Development Regulations (the "**County Standards**"), as further described in the TA and in the manner described in this Section as follows:

1. The Developer agrees to (i) design a southbound left-turn lane to measure two hundred seventy- eight feet (278') and a northbound right-turn lane to measure two hundred sixty-five feet (265') at the intersection of Cameron Road and "Driveway A" (the "**Driveway**

A Turn Lanes") and submit the design to the County for approval within six (6) months of the issuance of the driveway permit for "Driveway A"; and (ii) construct the Driveway A Turn Lanes at the intersection of Cameron Road and "Driveway A" within twelve (12) months of the approval of the design by the County; and

2. The Developer agrees to (i) design a southbound left-turn lane to measure two hundred sixty-eight feet (268') at the intersection of Cameron Road and "Driveway C" (the "**Driveway C Turn Lane**") and submit the design to the County for approval within six (6) months of the issuance of the driveway permit for "Driveway C"; and (ii) construct the southbound left-turn lane at the intersection of Cameron Road and "Driveway C" within twelve (12) months of the approval of the design by the County; and

3. The Developer agrees (i) to install the pavement overlay on Cameron Road (the "**Overlay**") to measure one-inch (1") in depth and to extend the full width of existing Cameron Road from the outermost limits of the widening associated with "Driveway A" and "Driveway B" and shall include all of Cameron Road in between both driveways; and (ii) to complete the installation of the Overlay prior to the approval by the County of the site development permit for the final plat, as that term is defined in Chapter 482, Travis County Development Regulations.

4. The Driveway A Turn Lanes, the Driveway C Turn Lane and the Overlay are each depicted in **Exhibit D** and collectively comprise the Intersection Improvements referred to herein.

B. Completion. The Intersection Improvements shall be completed and ready for acceptance by the County as detailed in Section I.A. above. Prior to the construction of the Intersection Improvements, the Developer will provide the County with the final plans for the Intersection Improvements and obtain the County's approval of said Intersection Improvements.

C. Order of Phases. The Developer agrees to build the Phases, as these Phases are defined and depicted in **Exhibit C**, in the order of Phase 1, Phase 2 and then Phase 3. If the Developer wishes to alter this order, then the Parties agree to amend this Agreement with a new, agreed upon order.

D. Fiscal Security. To secure the Developer's obligations to construct the Intersection Improvements, the Developer will provide the Fiscal Security at the time this Agreement is submitted for approval by the County. The Fiscal Security shall serve as a financial guarantee of performance in the form of a bond, cash, or letter of credit (at the Developer's sole election) in the amount of One Million Four Hundred Thirty Thousand Nine Hundred Nineteen and 00/100 Dollars ($1,430,919.00). The Fiscal Security is the estimated cost of designing and constructing the Intersection Improvements, which amount has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department.

E. Warranty. The Developer warrants that the Intersection Improvements will be free from defects for a period of one (1) year from the date the Intersection Improvements become operational and are accepted by the County (the **"Performance Period"**). The Developer shall correct and repair or shall cause the correction and repair of any defects in materials or

workmanship, including design inadequacies and damage to or deterioration of the public Intersection Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's approval of this Agreement, the Developer must post additional fiscal security in the form of cash, a performance bond, or other approved form and in the amount of One Hundred Forty-Three Thousand Ninety-One and 00/100 Dollars ($143,091.00) which equals ten percent (10%) of the estimated cost of constructing the Intersection Improvements, to secure the warranty established by this Section I.E (the "**Performance Period Security**"). At the time of conditional acceptance of the Intersection Improvements, the County, in lieu of requiring a separate fiscal security for the warranty, will, at the request of the Developer, reduce the Fiscal Security to the amount of One Hundred Forty-Three Thousand Ninety-One and 00/100 Dollars ($143,091.00), which equals ten percent (10%) of the cost of constructing the Intersection Improvements, and retain this sum as fiscal security for the warranty, and such reduced Fiscal Security shall be reserved for the Performance Period Security for all purposes. The Developer acknowledges and agrees that the Intersection Improvements must meet the County Standards at the end of the Performance Period in order for the County to release the Performance Period Security.

F. Covenant, Restriction, and Condition. In the event that the Intersection Improvements are not constructed to the County Standards and the required Fiscal Security has expired, the Developer shall not sell, transfer, or convey any Property until either the Intersection Improvements have been constructed to County Standards or new Fiscal Security, in an amount approved by the County, has been provided.

G. Mitigation Payment. The Developer agrees to pay the Mitigation Payment in the amount of Six Hundred Thirty Thousand Three Hundred Eighty-Six and 00/100 Dollars ($630,386.00) to the County as a financial contribution towards the Roadway Improvement Project, or other project in the vicinity of the Property. The Mitigation Payment is due at the time this Agreement is executed and submitted to the County by the Developer.

II. COUNTY'S OBLIGATION

A. Intersection Improvements.

1. Inspection and Approval. The County will inspect the Intersection Improvements at the completion of construction. If the Intersection Improvements are completed in accordance with the County Standards, the County will approve the Intersection Improvements and accept the Intersection Improvements for operation and maintenance, subject to the warranty described in Section I.E above.

2. Notice of Defect. The County will notify the Developer if an inspection reveals that any portion of the Intersection Improvements is not constructed in accordance with the County Standards or is otherwise defective. However, the County is not responsible for the construction of the Intersection 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 Developer will have thirty (30) days from such notice to cure the defect, or, if the defect cannot reasonably

be cured within thirty (30) days, to commence to cure the defect during such thirty (30) day period and diligently pursue completion thereof until completed. It is an event of default under this Agreement if the defect is not cured prior to the expiration of the time to cure.

3. Fiscal Security and Performance Period Security Release. Upon completion and acceptance of the Intersection Improvements, the executive of the County's Transportation and Natural Resources Department, or its successor department (the "**County Executive**") will release the Fiscal Security. Upon the expiration of the one (1) year Performance Period with no damages or defects which the County Executive notifies the Developer must be corrected, the County Executive will release the Performance Period Security.

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

   i. The failure of the Developer to construct the Intersection Improvements to the applicable County Standards within the time periods provided in this Agreement;

   ii. The Developer's failure to renew or replace the Fiscal Security at least forty-five (45) days prior to its expiration (or in the case of a letter of credit that includes an automatic renewal clause, the County's receipt of notice that the issuer has elected to not renew the letter of credit and the Developer does not replace such Fiscal Security at least forty-five (45) days prior to the expiration of the existing letter of credit);

   iii. The acquisition of the Property or a portion of the Property by the issuer of the Fiscal Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;

   iv. The arrangement by the Commissioners Court for the completion of the Intersection Improvements; or

   v. The determination by the Commissioners Court that the completion of the Intersection Improvements is in the public's interest.

5. Notice of Intent to Draw. The County shall provide ten (10) days' written notice of the occurrence of such an event to the Developer 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 the Developer's obligations hereunder for the construction of the Intersection Improvements, if the failure is not cured, or, if the defect cannot reasonably be cured within ten (10) days, the Developer has commenced to cure the defect during such ten (10) day period and diligently pursues completion thereof until completed. The County shall be entitled to draw the amount it considers necessary to perform the Developer's obligations under this Agreement up to the total amount allocated for the Intersection Improvements.

6. Use of Proceeds.

i. The County must utilize the proceeds of any posted security solely for the purpose of completing the Intersection Improvements to the County Standards or to correct defects in or failures of the Intersection Improvements.

ii. The County may in its sole discretion complete the unfinished Intersection Improvements at the time of default, regardless of the extent to which development has taken place in the approved construction plans for the Property or whether development ever commenced, without incurring any obligation to complete the unfinished Intersection Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Intersection 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 the Developer's default or to protect the public's interest by completing the Intersection Improvements.

iii. The County is not a private developer and its draft on the Fiscal Security and utilization of the proceeds to complete, repair, or reconstruct the Intersection Improvements is not an acceptance of the dedication of the Intersection Improvements.

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

v. All funds obtained by the County pursuant to one or more draws under the Fiscal 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.

vi. The County shall disburse all or portions of the Escrowed Funds when the Intersection 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 Intersection Improvements.

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

B. Use of Mitigation Payment. The County will use the Mitigation Payment solely for the Roadway Improvement Project or other projects in the vicinity.

C. Releases. The County Executive will execute such release of this Agreement as is necessary and reasonable upon the request of the Developer, its successors or assigns, or a purchaser of a portion or all of the Property, subject to the performance of the Developer of its obligations under this Agreement.

III. MISCELLANEOUS

A. Restrictive Covenant. This Agreement touches and concerns real property in Travis County, Texas, and, if recorded, constitutes and will operate as covenants running with the land and will be binding upon the Developer and the Developer's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Developer is the actual cost of completing the Intersection Improvements in conformance with the County Standards, including without limitation its associated administrative expenses, and the amount of the Mitigation Payment.

C. Remedies. The remedies available to the County and the Developer 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 Fiscal Security and/or Performance Period Security and held in escrow by the County in accordance with this Agreement.

E. **INDEMNIFICATION. THE DEVELOPER 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 THE DEVELOPER OF ANY PROVISION IN THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF THE DEVELOPER OR THE DEVELOPER'S AGENTS, CONTRACTORS, EMPLOYEES, TENANTS, OR LICENSEES IN THE CONSTRUCTION OF THE INTERSECTION IMPROVEMENTS. THE DEVELOPER 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 THE DEVELOPER OF ANY PROVISION IN THIS AGREEMENT OR FROM ANY ACT OR NEGLIGENCE OF THE DEVELOPER OR THE DEVELOPER'S AGENTS, CONTRACTORS, EMPLOYEES, TENANTS, OR LICENSEES IN THE CONSTRUCTION OF THE INTERSECTION 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. Amendment to this Agreement. Any revision, modification, or amendment to this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property. NO OFFICIAL, AGENT, OR EMPLOYEE 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 DELEGATED BY THE COMMISSIONERS COURT.

H. Successors and Assigns. This Agreement is binding on the Developer and the heirs, successors, and assigns of the Developer and on any person acquiring an ownership interest in the Property through the Developer. The Developer'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 or delayed if the Developer's assignee expressly assumes all obligations of the Developer under this Agreement. An assignment shall not be construed as releasing the Developer from Developer's obligations under this Agreement and the Developer's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this paragraph unless and until the County executes and delivers to the Developer a written release. The County agrees to release the Developer, if the Developer's assignee expressly assumes the Developer's obligations under this Agreement and has posted the Fiscal 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 Developer.

I. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

J. Expiration. This Agreement will terminate upon the completion of the Developer's obligations under this Agreement.

K. Notice. Any notices hereunder will be delivered in writing and addressed to the respective Party at the address set forth below for such Party by (i) personal delivery; (ii) U.S. Mail, certified or registered, return receipt requested, postage prepaid; or (iii) FedEx or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective upon the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified.

Developer: GRBK Edgewood LLC
5501 Headquarters Drive, Suite
300W Plano, Texas 75024
Attention: Austin Evetts

Developer: Century Land Holdings II, LLC
13620 N FM 620, Bldg A Ste 170
Austin, Texas 78717
Attention: Chris Key

Copy to: Winstead PC
600 W. 5th Street, Suite 900
Austin, Texas 78701
Attention: Mark Grobmyer

County: Transportation & Natural Resources Department
P. O. Box 1748
Austin, Texas 78767
Attention: Cynthia McDonald (or successor), County Executive

Copy to: Travis County Attorney's Office
P. O. Box 1748
Austin, Texas 78767
Attention: Honorable Delia Garza (or successor), County Attorney

The Parties may from time to time change their respective addresses by written notice to the other Party.

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. 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.

N. Vested Rights. This Agreement shall not be construed to waive, modify, or reduce Developer's vested rights related to the Project.

O. Number and Gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, will be deemed to include any other number or gender as the context may require.

P. 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.

Q. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

R. Exhibit List:

Exhibit A- Property Description
Exhibit B- Site Location Map
Exhibit C- Site Plan
Exhibit D- Intersection Improvements

--Signature Pages Follow--

EXECUTED to be effective as of the later date set forth below.

COUNTY:

TRAVIS COUNTY, a political subdivision of the State of Texas

By: _____
Andy Brown,
Travis County Judge

Date: _____

DEVELOPER:

GRBK EDGEWOOD LLC,
a Texas limited liability company

By: _____
Name: Austin Evetts
Title: Authorized Signer

Date: 12/18/25

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Austin Evetts, Authorized Signer of GRBK Edgewood LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

[Seal]

Jared Collin Jehl
My Commission Expires
1/28/2029
Notary ID135232156

_____

Notary Public, State of Texas
My Commission Expires: 1/28/29

Jared Collin Jehl

(Printed Name of Notary)

DEVELOPER:

CENTURY LAND HOLDINGS II, LLC,
a Colorado limited liability company

By:_____
Name: Paul Kwiatkowski
Title: Authorized Signatory

Date: 12/18/25

ACKNOWLEDGEMENT

STATE OF Texas §
§
COUNTY OF Travis §

Before me, the undersigned notary, on this day personally appeared Paul Kwiatkowski, Authorized Signatory of Century Land Holdings II, LLC, a Colorado limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

[Seal]

ELAINE RE.
Notary Public, State
Comm. Expires 05-
Notary ID 13247

_____
Notary Public, State of Texas
My Commission Expires: 5/11/28

Elaine Rehburg
(Printed Name of Notary)

Exhibit A
The Property

EXHIBIT ____

164.962 Acres
Job No. 6957-00

DESCRIPTION OF A 164.962 ACRE TRACT OF LAND
TRAVIS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, SITUATED IN TRAVIS COUNTY, TEXAS; BEING ALL OF THAT CALLED 88.279-ACRE TRACT OF LAND AS CONVEYED TO RANCH ROAD BRAKER VALLEY, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020031561 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF THAT CALLED 76.683-ACRE TRACT OF LAND AS CONVEYED TO RANCH ROAD BRAKER VALLEY, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020031621 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 164.962-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Blue Goose Road, as dedicated by instrument recorded in Volume 378, Page 403 of the Deed Records of Travis County, Texas, at the southwest corner of a called 11.224-acre tract as conveyed to TJFA, L.P. by Special Warranty Deed recorded in Document Number 2004220463 of the Official Public Records of Travis County, Texas, at the southeast corner of the above described Ranch Road Braker Valley, LLC 88.279-acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Blue Goose Road, N 73°16'38" W, pass a concrete nail found in the remnants of a fence post at a distance of 2,710.24 feet, and continuing on for a total distance of 2,724.27 feet to a mag nail with washer stamped "BGE INC" set at the intersection with the east right-of-way line of Cameron Road, as dedicated by instrument recorded in Volume 374, Page 176 of the Deed Records of Travis County, Texas, at the southwest corner of said Ranch Road Braker Valley, LLC 88.279-acre tract, for the southwest corner of the herein described tract;

THENCE, with the east right-of-way line of said Cameron Road, N 42°40'06" E a distance of 1,075.82 feet to a 1/2-inch iron rod with a cap stamped "CBD SETSTONE" found at the most westerly corner of Tract 1 of the Melvin L. Kirk Subdivision as recorded in Volume 29, Page 20 of the Plat Records of Travis County, Texas, for an exterior corner of the herein described tract;

THENCE, leaving the east right-of-way line of said Cameron Road, with the south line of said Tract 1, Melvin L. Kirk Subdivision, S 47°29'01" E a distance of 726.37 feet to a 1/2-inch iron rod found at the southeast corner of said Tract 1, Melvin L. Kirk Subdivision, for an interior corner of the herein described tract;

THENCE, with an easterly line of said Tract 1, Melvin L. Kirk Subdivision, N 42°41'17" E a distance of 147.86 feet to a 3/4-inch threaded iron rod found at the most southerly corner of a called 5.00-acre tract as conveyed to James Brooks by Warranty Deed recorded in Volume 12716, Page 453 of the Real Property Records of Travis County, Texas, at the most easterly corner of said Tract 1, Melvin L. Kirk Subdivision;

THENCE, with an easterly line of said Brooks 5.00-acre tract, N 42°36'41" E a distance of 298.41 feet to a 5/8-inch square iron rod found at the northeast corner of said Brooks 5.00-acre tract, for an interior corner of the herein described tract;

THENCE, with a northerly line of said Brooks 5.00-acre tract, N 47°04'39" W a distance of 726.13 feet to a 1/2-inch iron rod with a cap stamped "CBD SETSTONE" found on the east right-of-way line of said Cameron Road, at the most northerly corner of said Brooks 5.00-acre tract, for an exterior corner of the herein described tract;

THENCE, with the east right-of-way line of said Cameron Road, N 42°40'06" E, pass a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northwest corner of said Ranch Road Braker Valley 88.279-acre tract, at the most westerly corner of said Ranch Road Braker Valley 76.683-acre tract at a distance of 309.49 feet, and continuing on for a total distance of 1,181.03 feet to a mag nail w/washer stamped "BGE INC" set for an angle point;

THENCE, continuing with the east right-of-way line of said Cameron Road, N 42°48'07" E a distance of 868.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, continuing with the east right-of-way line of said Cameron Road, along said curve to the left, an arc distance of 132.00 feet, having a radius of 1,008.40 feet, a central angle of 07°30'00" and a chord which bears N 38°55'07" E a distance of 131.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northwest corner of said Ranch Road Braker Valley, LLC 76.683-acre tract, at the southwest corner of a called 14-acre tract of land as conveyed to Stephen A. Madison and Diane Kay Momoda-Madison, Trustees of the Stephen A. Madison and Diane Kay Momoda-Madison Trust by Special Warranty Gift Deed recorded in Document Number 2017157048 of the Official Public Records of Travis County, Texas, for the northwest corner of the herein described tract;

THENCE, with the north line of said Ranch Road Braker Valley, LLC 76.683-acre tract, S 73°42'56" E a distance of 1,776.06 feet to an axel found on the west line of a called 98.700-acre tract as conveyed to Evelyn J. Remmert and Alfred G. Wendland, Jr. by Deed of Gift recorded in Volume 11378, page 166 of Real Property Records of Travis County, Texas, at the southeast corner of said Madison 14-acre tract, at the northeast corner of said Ranch Road Braker Valley, LLC 76.683-acre tract, for the northeast corner of the herein described tract;

THENCE, with the east line of said Ranch Road Braker Valley, LLC 76.683-acre tract and the west line of said Remmert and Wendland 98.700-acre tract, S 27°41'27" W a distance of 743.60 feet to a 1/2-inch iron rod found at an angle point;

THENCE, continuing with the east line of said Ranch Road Braker Valley, LLC 76.683-acre tract and the west line of said Remmert and Wendland 98.700-acre tract, S 27°44'18" W a distance of 640.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point;

THENCE, continuing with the east line of said Ranch Road Braker Valley, LLC 76.683-acre tract and the west line of said Remmert and Wendland 98.700-acre tract, S 28°58'18" W a distance of 224.25 feet to a 1/2-inch iron found for corner;

THENCE, continuing with the east line of said Ranch Road Braker Valley, LLC 76.683-acre tract and the west line of said Remmert and Wendland 98.700-acre tract, S 28°30'53" W a distance of 60.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northeast corner of said Ranch Road Braker Valley, LLC 88.279-acre tract, at the southeast corner of said Ranch Road Braker Valley, LLC 76.683-acre tract;

THENCE, with the east line of said Ranch Road Braker Valley, LLC 88.279-acre tract and the west line of said Remmert and Wendland 98.700-acre tract, S 28°10'48" W a distance of 104.60 feet to a 1/2-inch iron rod found at the common west corner of said Remmert and Wendland 98.700-acre tract and said TJFA, L.P. 11.224-acre tract;

THENCE, with the east line of said Ranch Road Braker Valley, LLC 88.279-acre tract and the west line of said TJFA, L.P. 11.224-acre tract, S 28°04'36" W a distance of 1,643.98 feet to the **POINT OF BEGINNING** and containing 164.962 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on August 9, 2019 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Central Zone.



10/26/2021
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: October 26, 2021
Project No.: 6957-00

Exhibit B
Location Map

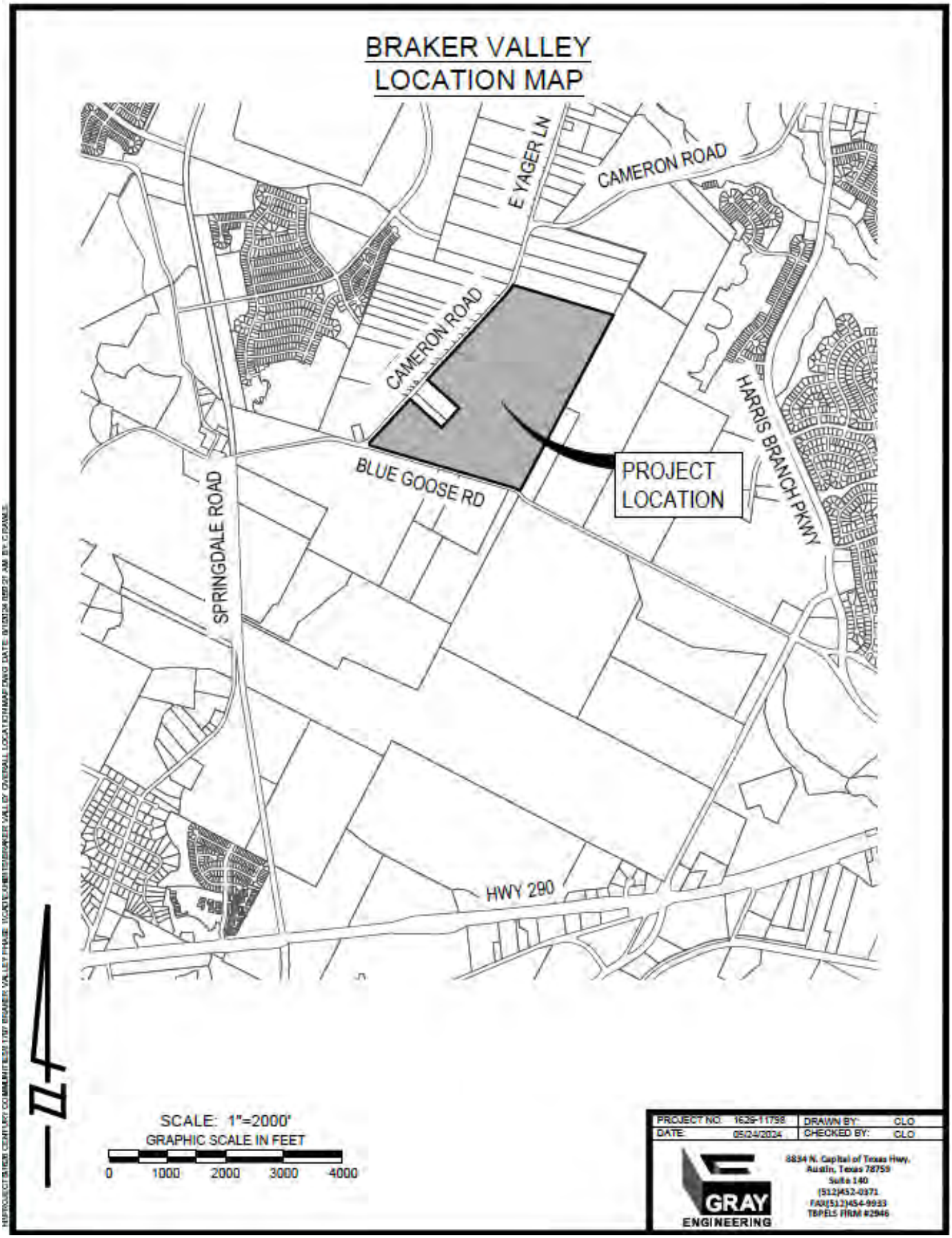
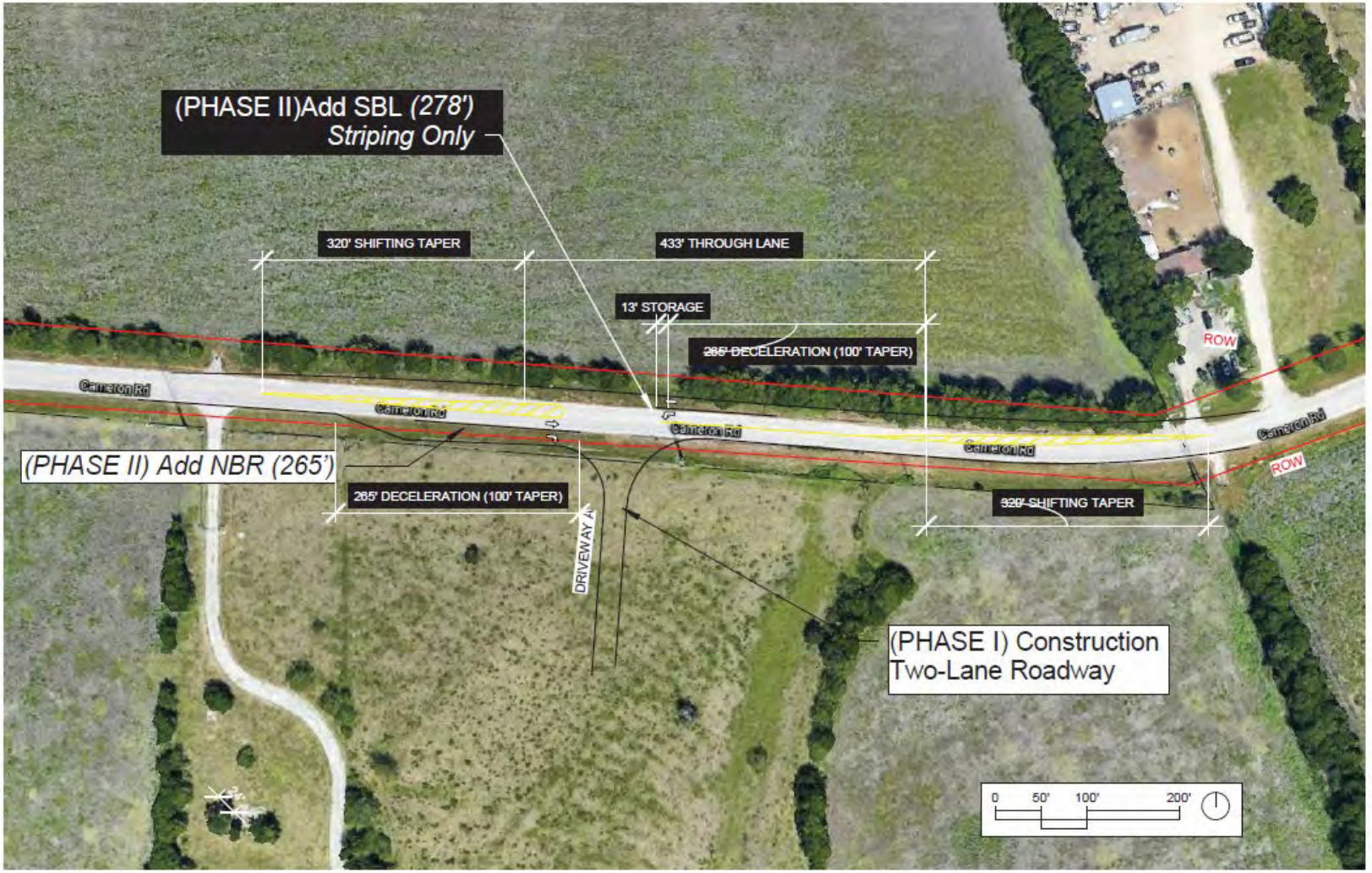


Exhibit C
Site Plan



Exhibit D
Intersection Improvements



Braker Valley TIA

(#11) Cameron Road / Driveway A

Scale: 1" = 160'-0"

Project # 32205586.00
Date November 19, 2021



Braker Valley TIA

(#13) Cameron Road / Driveway C

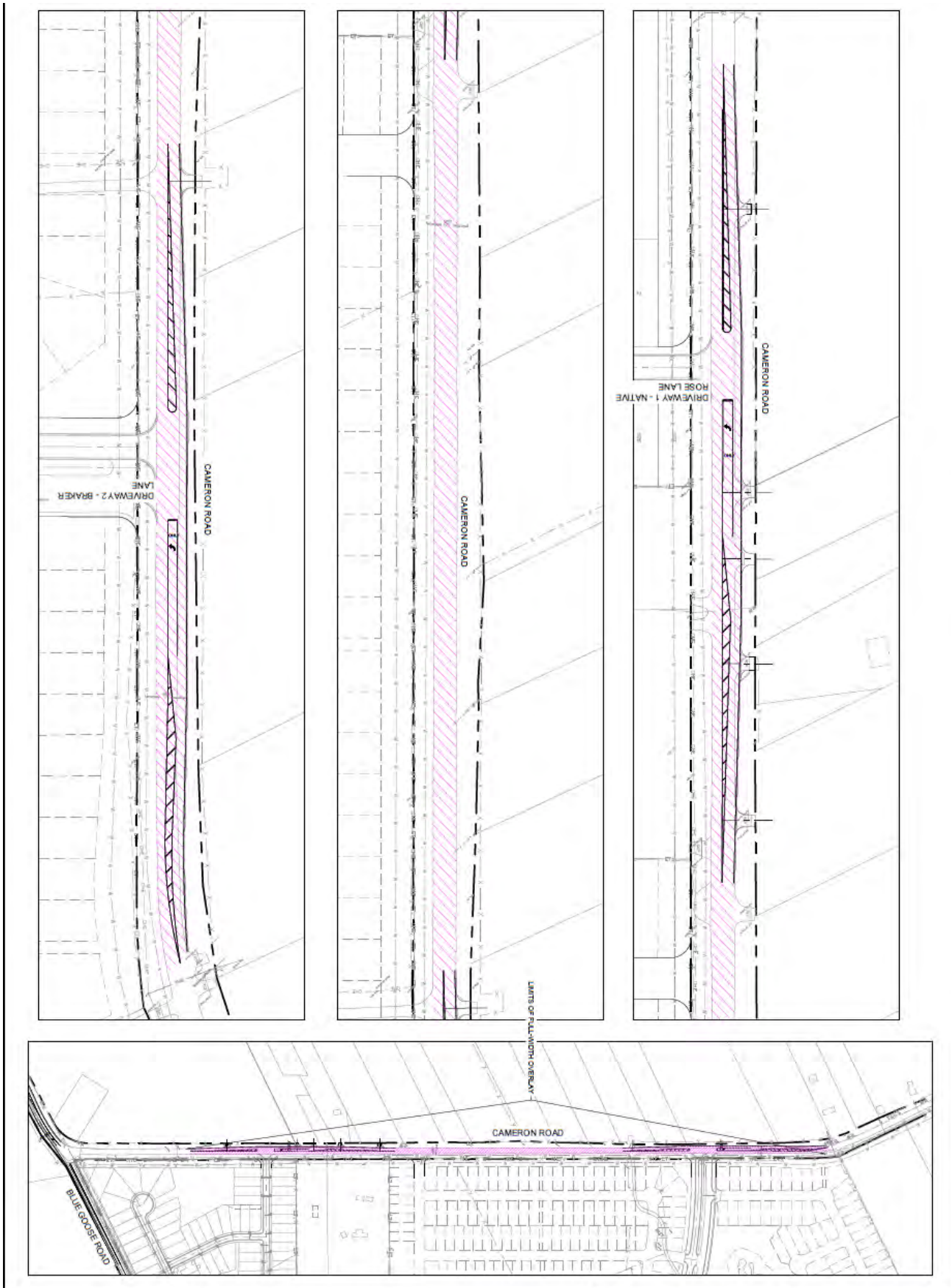
Scale: 1" = 100'-0"

Project # 32205586.00

Date November 19, 2021

Driveway A and C Improvements





SHEET OF 130

PROJECT NO. GE-2020-011.E

DESIGNED BY: XXX

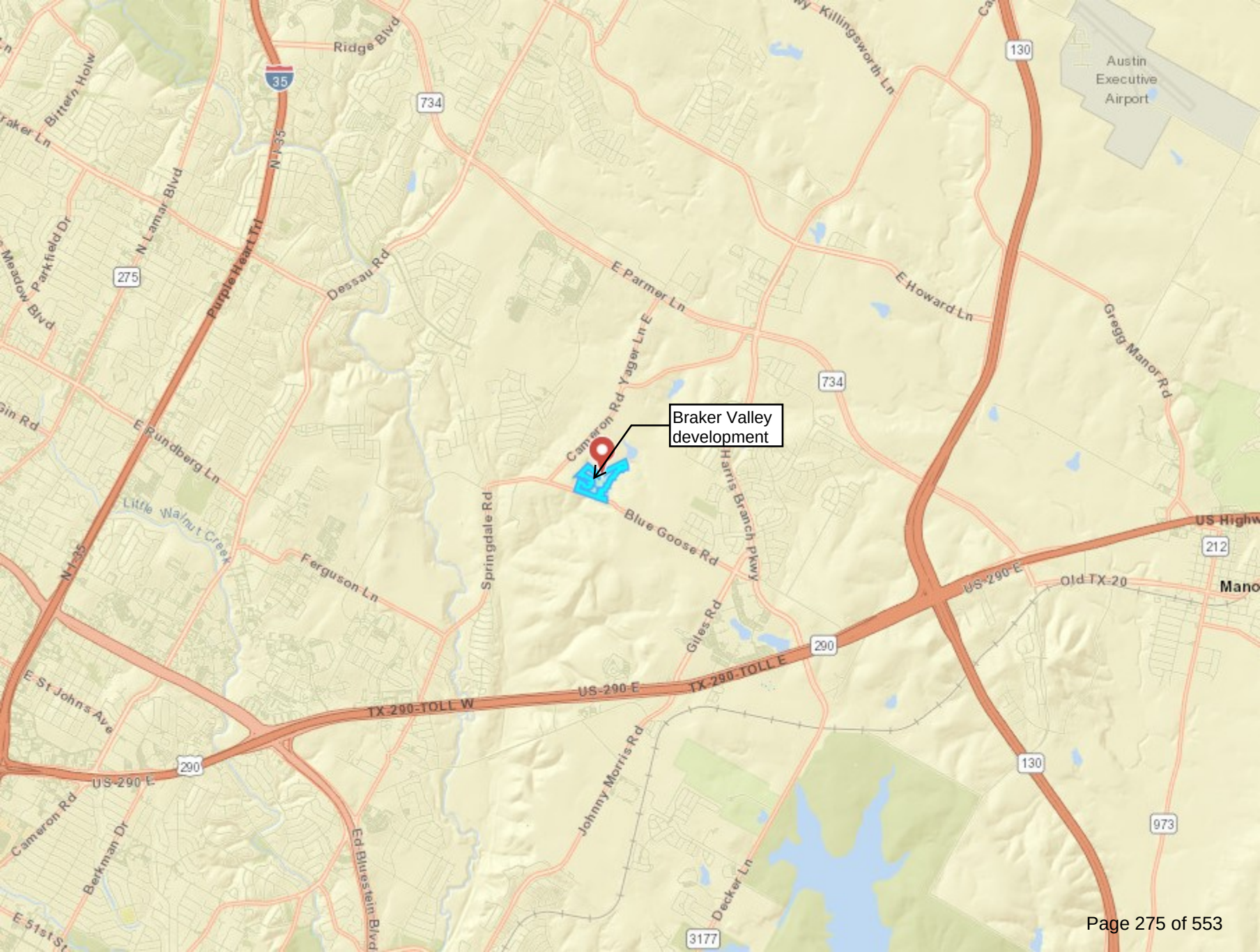
DRAWN BY: XXX

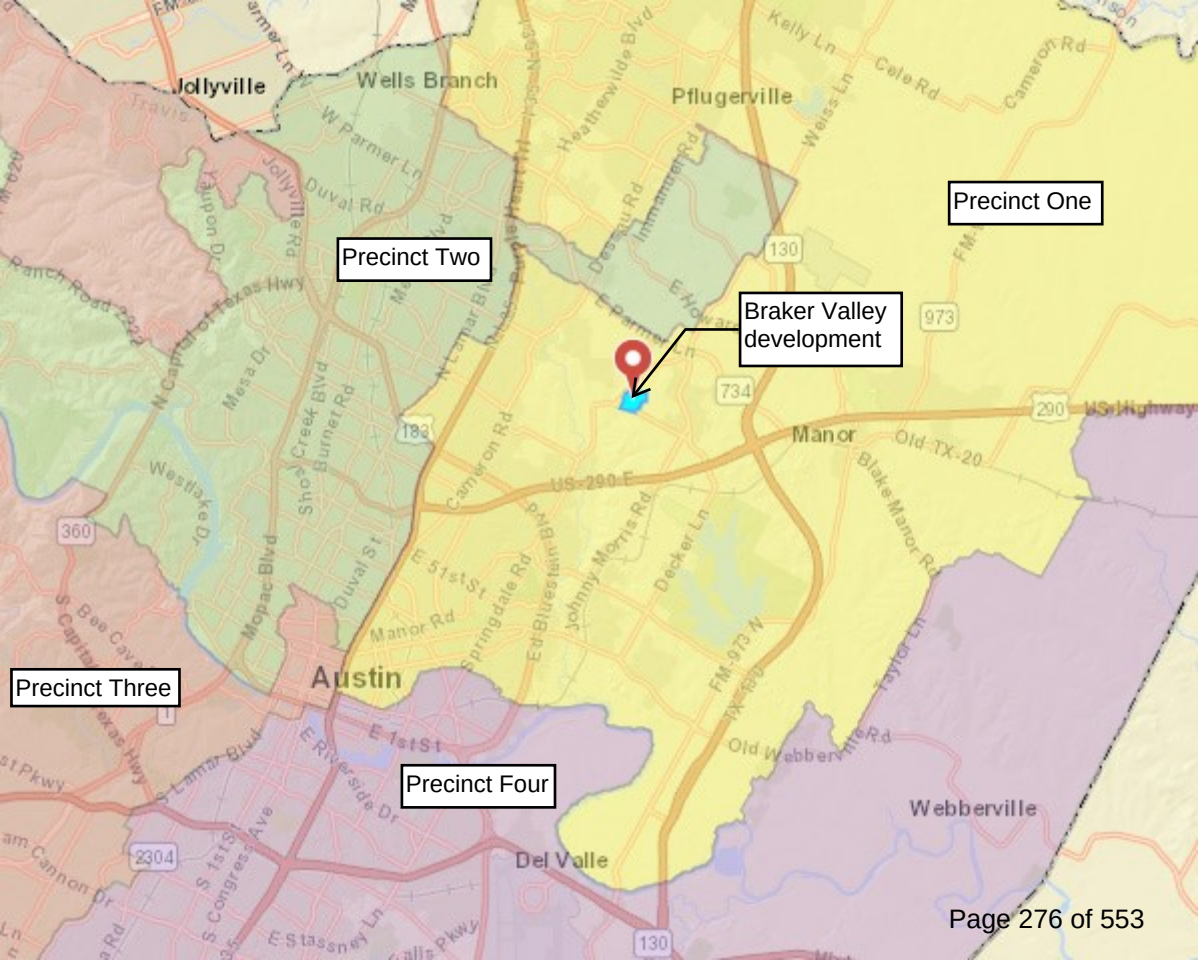
CHECKED BY: XXX

BRAKER VALLEY
PHASE 1
"PAVING, DRAINAGE, WATER, WASTEWATER IMPROVEMENTS"

NO.	BY	DATE	REVISION DESCRIPTION

GRAY ENGINEERING
3834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946


Braker Valley development
Ridge Blvd
35
734
Austin Executive Airport
130
Killingsworth Ln
Bittern Holw
raker Ln
N Lamar Blvd
N I-35
Purple Heart Trl
Parkfield Dr
Meadow Blvd
275
Dessau Rd
E Parmer Ln
E Howard Ln
Gregg Manor Rd
Cameron Rd
Yager Ln E
734
Gin Rd
E Rundberg Ln
Little Walnut Creek
Springdale Rd
Blue Goose Rd
Harris Branch Pkwy
US Highw
212
Ferguson Ln
N I-35
US-290 E
Old TX-20
Giles Rd
290
E St Johns Ave
TX-290 TOLL W
US-290 E
TX-290 TOLL E
290
US-290 E
Cameron Rd
Berkman Dr
Ed Bluestein Blvd
Johnny Morris Rd
130
973
Decker Ln
E 51st St
3177


Precinct One
Precinct Two
Braker Valley development
Precinct Three
Precinct Four
Jollyville
Wells Branch
Pflugerville
Manor
Austin
Del Valle
Webberville
Old Webberville Rd
US-290 E
E 51st St
E 1st St
Manor Rd
Old TX-20
Blake Manor Rd
Decker Ln
Johnny Morris Rd
Springdale Rd
Ed Bluestein Blvd
Cameron Rd
Duval St
Mopac Blvd
Shoal Creek Blvd
Burnet Rd
Mesa Dr
Westlake Dr
N Capital of Texas Hwy
Jollyville Rd
W Parmer Ln
Duval Rd
Ranch Road 2222
N Lamar Blvd
Heatherwilde Blvd
Dessau Rd
Immanuel Rd
E Parmer Ln
Kelly Ln
Cele Rd
Cameron Rd
Weiss Ln
FM-973 N
TX-130
Taylor Ln
E Riverside Dr
S Lamar Blvd
S 1st St
S Congress Ave
E Stassney Ln
Bee Cave
Pkwy
130
973
734
290
183
360
2304

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on the First Amendment to the Construction Agreement between UPD HOWARD SW LAND LLC, a Delaware limited liability company, SLATE HOWARD, and Travis County for the traffic mitigation associated with the proposed United Properties SW development in Precinct One. (Commissioner Travillion)

Prepared By/Phone Number: Rahul Mars, Engineer Sr., 512-854-5197
Elected/Appointed Official or Department Head: Cynthia McDonald
Commissioners Court Sponsor(s): Commissioner Travillion, Precinct One
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
United Properties Howard SW development is a proposed project consisting of 700 multi-residential units, a 3,400-square foot bank, 5,200-square-foot convenience store with gas station, a 4,600-square-foot sit-down restaurant and a 2,500-square-foot coffee shop. The original construction and traffic mitigation agreement was approved by the Commissioners Court on December 17, 2024, to design and construct a traffic signal at the intersection of East Howard Lane and Hill Lane, constructing the turn lanes at the site driveways on East Howard Lane and a total mitigation payment of $25,740.00 to Travis County. An amendment to the original construction and traffic mitigation agreement is being proposed to obtain an extension of time to complete certain obligations in the original agreement. The construction delay is related to the unavailability of wastewater services for the project.

Staff Recommendations:
TNR and the County Attorney staff have reviewed the agreement and support approval.

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
N/A

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418

Tanner Voelkel	Asst. Director Planning & Admin	TNR	(512) 854-7675
Robert Valenzuelz	Public Works Director	TNR	(512) 854-7672
Mannar Tamirisa	Assistant Public Works Director	TNR	(512) 854-8757

CC

Christina Tagle	County Attorney	CA	(512) 854-5991

Attachments:

1. First Amended Construction and Traffic Mitigation Agreement - UPD & Slate Executed
2. Location Map
3. Precinct Map

FIRST AMENDED CONSTRUCTION AND TRAFFIC MITIGATION AGREEMENT
UNITED PROPERTIES HOWARD SW

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS FIRST AMENDED CONSTRUCTION AND TRAFFIC MITIGATION AGREEMENT (this "Amendment") is made and entered into by and between UPD HOWARD SW LAND LLC, a Delaware limited liability company, SLATE HOWARD, LP, a Texas limited partnership (collectively, the "Developer"), and Travis County, a political subdivision of the State of Texas (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated herein.

WHEREAS, the Parties previously entered into that certain Construction and Traffic Mitigation Agreement dated effective as of December 23, 2024, recorded in Document No. 2024141871 Official Public Records Travis County, Texas (the "Original Agreement"), attached hereto as **Exhibit A** and fully incorporated herein; and

WHEREAS, due to construction delays related to the unavailability of wastewater services for the project, the Developer desires to amend the Original Agreement to obtain an extension of time to complete certain obligations in the Original Agreement; and

WHEREAS, the change is acceptable to the County.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. Amendment to Section I.A (1). Section I.A (1) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

1. The Developer agrees to (i) design an eastbound right-turn deceleration lane to measure two hundred twenty-five feet (225') at the intersection of East Howard Lane and the "West Proposed Driveway" (the "**West Turn Lane**") and submit the design to the County for approval within six (6) months of the issuance of the driveway permit for the "West Proposed Driveway"; and (ii) construct the West Turn Lane within thirty-six (36) months of the approval of the design by the County; and

2. Amendment to Section I.A (2). Section I.A (2) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

2. The Developer agrees to (i) design an eastbound right-turn deceleration lane to measure three hundred five feet (305') at the intersection of East Howard Lane and the "East Proposed Driveway" (the "**East Turn Lane**") and submit the design to the County for approval within six (6) months of the issuance of the driveway permit for the "East Proposed Driveway"; and (ii) construct the East Turn Lane within thirty-six (36) months of the approval of the design by the County; and

3. Amendment to Section I.A (5). Section I.A (5) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

5. The Developer shall construct the poles and infrastructure for the Traffic Signal at the intersection of the Hill Lane and East Howard Lane at the Private Road within thirty-six (36) months of the issuance of any driveway permit for the Project; and

4. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Original Agreement continue to govern the rights and obligations of the Parties, and all terms of the Original Agreement remain in full force and effect.

5. Execution. This First Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. An electronic signature, a facsimile or other electronic copy of an original signature, and a counterpart transmitted electronically (e.g., by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

[Signature Pages to Follow]

EXECUTED to be effective as of the later date set forth below.

DEVELOPER:

UPD HOWARD SW LAND LLC,
a Delaware limited liability company

By: United Properties Development LLC,
a Minnesota limited liability company,
its Sole Member and Manager

By:_____
Matt Van Slooten,
Chief Executive Officer

STATE OF Minnesota §
§
COUNTY OF Hennepin §

This instrument was acknowledged before me on the 19 day of December, 2025, by Matt Van Slooten, Chief Executive Officer of United Properties Development, LLC, a Minnesota limited liability company, the Sole Member and Manager of UPD Howard SW Land LLC, a Delaware limited liability company, on behalf of said limited liability companies.

PEQUITA YOUNG JORDAN
Notary Public
Minnesota
My Commission Expires
January 31, 2026

_____
Notary Public in and for the
State of Minnesota

DEVELOPER:

UPD HOWARD SW LAND LLC,
a Delaware limited liability company

By: United Properties Development LLC,
a Minnesota limited liability company,
its Sole Member and Manager

By:_____
Victor Young,
Senior Vice President

STATE OF MINNESOTA §
§
COUNTY OF HENNEPIN §

This instrument was acknowledged before me on the 19 day of December, 2025, by Victor Young, Senior Vice President of United Properties Development, LLC, a Minnesota limited liability company, the Sole Member and Manager of UPD Howard SW Land LLC, a Delaware limited liability company, on behalf of said limited liability companies.

_____
Notary Public in and for the
State of Minnesota

PEQUITA YOUNG JORDAN
Notary Public
Minnesota
My Commission Expires
January 31, 2026

DEVELOPER:

SLATE HOWARD, LP,
a Texas limited partnership

By: Slate Howard GP, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: J. Mark Stevenson
Title: Manager

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6th day of January, 2026 by J. Mark Stevenson, the Manager of Slate Howard GP, LLC, a Texas limited liability company, the General Partner of Slate Howard, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[SEAL]

JENNIFER HAWKES
Notary ID #129357685
My Commission Expires
March 22, 2029

_____
Notary Public in and for the
State of Texas

COUNTY:

TRAVIS COUNTY,
a political subdivision of the State of Texas

By: _____
Andy Brown,
Travis County Judge

Date: _____

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Dec 26, 2024 11:46 AM Fee: $ 113.00
2024141871
Electronically Recorded

Docusign Envelope ID: C926C824-03A1-4B8E-898B-5BF2860D4704

CONSTRUCTION AND TRAFFIC MITIGATION AGREEMENT
UNITED PROPERTIES HOWARD SW

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS CONSTRUCTION AND TRAFFIC MITIGATION AGREEMENT (this "**Agreement**") is made and entered into by and between UPD HOWARD SW LAND LLC, a Delaware limited liability company, SLATE HOWARD, LP, a Texas limited partnership (collectively, the "**Developer**"), and Travis County, a political subdivision of the State of Texas (the "**County**"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated herein.

WHEREAS, the Developer is in the process of developing, in phases, that certain 48.825-acre tract of land, located at the southwest corner of Howard Lane and SH 130, as described in **Exhibit A** (the "**Property**"); and more informally depicted in **Exhibit B** ("**Area Map**") and **Exhibit C** ("**Location Map**"); all three of which are attached hereto and made a part hereof; and

WHEREAS, the Developer intends to develop the Property by constructing up to 700 multifamily residential units, 3400 SF bank with 5 drive-thru lanes, 5,200 SF convenience store – gas station with 16 fueling positions, 4,600 SF high-turnover sit-down restaurant, and 2,500 SF coffee/donut shop with drive-thru on the Property, as depicted in **Exhibit D** (the "**Project**"), which is attached hereto and made a part hereof; and

WHEREAS, the Developer desires to develop the Property in a manner that impacts the area's transportation system; and

WHEREAS, the County desires that road improvements be completed along Gregg Manor Road, Harris Branch Parkway and East Howard Lane as part of the County's Capital Improvement Program or other future improvement project in the vicinity of the Property (collectively, the "**Roadway Improvement Project**"), and such Roadway Improvement Project would relieve traffic impacts of the Project; and

WHEREAS, the Developer submitted a transportation impact analysis for the Property, (1st submittal U0 – No.1: Dated May 11, 2022), which was received on May 12, 2022; subsequently, the Developer submitted the final transportation impact analysis for the Property, (2nd submittal U1-Resubmittal (Final) Dated November 29, 2023), which was received on December 6, 2023, (the "**TIA**"), a copy of which is on file with County Project No. 22-39827; and the TIA was accepted by the County on December 7, 2023; and which document may be amended, updated, and otherwise modified from time to time with the Parties' approval; and

WHEREAS, the TIA identified the Project's impacts on the surrounding roadway network and the mitigation measures that the Developer is legally obligated to satisfy for the Project; and

WHEREAS, the Developer has agreed to satisfy those mitigation measures; and

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WHEREAS, the Developer agrees to design and construct certain improvements identified in the TIA, along East Howard Lane, as described in Section I.A below and depicted in **Exhibit E** (the "**Roadway Improvements**"), which is attached hereto and made a part hereof; and

WHEREAS, the County desires to set forth the Developer's responsibility for designing and constructing the Roadway Improvements and the improvements along SH 130 (the "**TxDOT Improvements**") depicted in **Exhibit F**, attached hereto and made a part hereof; and

WHEREAS, the County requires the Developer post a bond, cash, or letter of credit in the amount of Six hundred seventy-two thousand nine hundred dollars and no cents ($672,900.00), representing the Developer's estimated cost of designing and constructing the Roadway Improvements to ensure that the Roadway Improvements are constructed (the "**Fiscal Security**"); and

WHEREAS, the Developer desires to set forth the County's responsibility to accept the constructed Roadway Improvements and, upon acceptance, release the Fiscal Security;

WHEREAS, the Developer has elected to satisfy its legal obligations for certain mitigations identified in the TIA by contributing financially toward the Roadway Improvement Project; and

WHEREAS, the Developer agrees to also make a payment in the amount of Twenty-five thousand seven hundred forty dollars and no cents ($25,740.00) as a financial contribution to the County towards the Roadway Improvement Project ("**Mitigation Payment**") as determined in the TIA; and

WHEREAS, the County agrees to accept the Developer's Mitigation Payment in lieu of the Developer completing those certain improvements, other than the Roadway Improvements, identified in the TIA; and

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

I. DEVELOPER'S OBLIGATIONS

A. Construction of Roadway Improvements. The Developer agrees to design and construct the Roadway Improvements in conformance with current Travis County Standards as set forth in Chapter 482, Travis County Development Regulations (the "**County Standards**"), as further described in the TIA and in the manner described in this Section as follows:

1. The Developer agrees to (i) design an eastbound right-turn deceleration lane to measure two hundred twenty-five feet (225') at the intersection of East Howard Lane and the "West Proposed Driveway" (the "**West Turn Lane**") and submit the design to the County for approval within six (6) months of the issuance of the driveway permit for the "West Proposed Driveway"; and (ii) construct the West Turn Lane within twenty-four (24) months of the approval of the design by the County; and

2. The Developer agrees to (i) design an eastbound right-turn deceleration lane to measure three hundred five feet (305') at the intersection of East Howard Lane and the "East Proposed Driveway" (the "**East Turn Lane**") and submit the design to the County for approval within six (6) months of the issuance of the driveway permit for the "East Proposed Driveway"; and (ii)

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construct the East Turn Lane within twenty-four (24) months of the approval of the design by the County; and

3. The Developer agrees to and shall design and construct the traffic signal (the "**Traffic Signal**") at the intersection of Hill Lane and East Howard Lane at the "Proposed Site Driveway", identified in **Exhibit E** as the "Private Roadway to be aligned with Hill Lane" (the "**Private Road**"); and

4. The Developer shall obtain approval of the design of the Traffic Signal by the Arterial Management Division of the City of Austin Transportation and Public Works Department prior to the issuance of any driveway permit for the Project; and

5. The Developer shall construct the poles and infrastructure for the Traffic Signal at the intersection of the Hill Lane and East Howard Lane at the Private Road within twelve (12) months of the issuance of any driveway permit for the Project; and

6. Once the traffic signal warrants are met, the Developer shall construct the Traffic Signal to be fully operational (i) within thirty-six (36) months of the issuance of any driveway permit for the Project; or (ii) prior to the issuance of the final Certificate of Occupancy for the Project, whichever occurs first; and

7. The West Turn Lane, East Turn Lane and the Traffic Signal are each depicted in **Exhibit E** and collectively comprise the Roadway Improvements referred to herein.

B. Fiscal Security. To secure the Developer's obligations to construct the Roadway Improvements, the Developer will provide the Fiscal Security within thirty (30) days of the Effective Date of this Agreement. The Fiscal Security shall serve as a financial guarantee of performance in the form of a bond, cash, or letter of credit (at the Developer's sole election) in the amount of Six hundred seventy-two thousand nine hundred dollars and no cents ($672,900.00). The Fiscal Security is the estimated cost of designing and constructing the Roadway Improvements on County maintained roadways, which amount has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department.

C. Completion. Prior to the construction of the Roadway Improvements, the Developer will provide the County with, and obtain the County's approval of, the final plans for the Roadway Improvements and obtain approval of said Roadway Improvements. The Roadway Improvements shall be completed and ready for acceptance by the County as detailed in Section I.A above.

D. Warranty. The Developer warrants that the Roadway Improvements will be free from defects for a period of one (1) year from the date the Roadway Improvements become operational and are accepted by the County (the "**Performance Period**"). The Developer shall correct and repair or shall cause the correction and repair of any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Roadway Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of the Roadway Improvements, the Developer must post additional fiscal security with the County in the form of a bond, cash, or letter of credit (at the Developer's sole election) in the amount of Sixty-seven thousand two hundred ninety dollars and no cents ($67,290.00), which equals ten percent (10%) of the estimated cost of constructing the Roadway Improvements, to secure the warranty established by this Section I.D (the "**Performance Period Security**"). The County agrees

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that, in lieu of depositing a separate bond, cash deposit, or letter of credit in the amount of the Performance Period Security, following completion of the Roadway Improvements, the Developer may request to have the Fiscal Security reduced to Sixty-seven thousand two hundred ninety dollars and no cents ($67,290.00), and such reduced Fiscal Security shall be deemed to be the Performance Period Security for all purposes. The Developer acknowledges and agrees that the Roadway Improvements must meet the County Standards at the end of the Performance Period in order for the County to release the Performance Period Security.

E. Covenant, Restriction, and Condition. In the event that the Roadway Improvements are not constructed to County Standards, have not been accepted by the County, and the required Fiscal Security has expired, the Developer shall not sell, transfer, or convey any Property until either the Roadway Improvements have been constructed to County Standards or new Fiscal Security, in an amount approved by the County, has been provided.

F. Mitigation Payment. The Developer agrees to pay the Mitigation Payment in the amount of Twenty-five thousand seven hundred forty dollars and no cents ($25,740.00) to the County as a financial contribution toward the Roadway Improvement Project. The Mitigation Payment is due at the time this Agreement is executed and submitted to the County by the Developer.

G. Construction of TxDOT Improvements. As part of the TxDOT Driveway Permit, the Developer agrees to fund and construct a southbound right-turn deceleration lane on the southbound frontage road of SH 130 at the proposed site driveway, identified in **Exhibit F** as "Type II Commercial Driveway" (the "**TxDOT Improvements**").

II. COUNTY'S OBLIGATION

A. Roadway Improvements

1. Inspection and Approval. The County will inspect the Roadway Improvements at the completion of construction. If the Roadway Improvements are completed in accordance with the County Standards, the County will approve the Roadway Improvements and accept the Roadway Improvements for operation and maintenance, subject to the warranty described in Section I.D above.

2. Notice of Defect. The County will notify the Developer if an inspection reveals that any portion of the Roadway Improvements is not constructed in accordance with the County Standards or is otherwise defective. However, the County is not responsible for the construction of the Roadway 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 Developer will have thirty (30) days from such notice to cure the defect, or, if the defect cannot reasonably be cured within thirty (30) days, to commence to cure the defect during such thirty (30) day period and diligently pursue completion thereof until completed. It is an event of default under this Agreement if the defect is not cured prior to the expiration of the time to cure.

3. Fiscal Security and Performance Period Security Release. Upon completion and acceptance of

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the Roadway Improvements, the executive of the County's Transportation and Natural Resources Department (the "**County Executive**"), will release the Fiscal Security. Upon the expiration of the one (1) year Performance Period with no damages or defects which the County Executive notifies the Developer must be corrected, the County Executive will release the Performance Period Security.

4. Conditions to Draw on Fiscal Security. The County may draw upon the Fiscal Security posted under this Agreement upon the occurrence of one or more of the following events:
   i. The failure of the Developer to construct the Roadway Improvements to the applicable County Standards within the time periods provided in this Agreement;
   ii. The Developer's failure to renew or replace the Fiscal Security at least forty- five (45) days prior to its expiration (or in the case of a letter of credit that includes an automatic renewal clause, the County's receipt of notice that the issuer has elected to not renew the letter of credit and Developer does not replace such Fiscal Security at least forty-five 45 days prior to the expiration of the existing letter of credit);
   iii. The acquisition of the Property or a portion of the Property by the issuer of the Fiscal Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
   iv. The arrangement by the Commissioner's Court for the completion of the Roadway Improvements; or
   v. The determination by the Commissioners Court that the completion of the Roadway Improvements is in the public's best interest.
5. Notice of Intent to Draw. The County shall provide ten (10) days' written notice of the occurrence of such an event to the Developer 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 the Developer's obligations hereunder for the construction of the Roadway Improvements, if the failure is not cured, or, if the defect cannot reasonably be cured within ten (10) days, the Developer has commenced to cure the defect during such ten (10) day period and diligently pursued completion thereof until completed. The County shall be entitled to draw the amount it considers necessary to perform the Developer's obligations under this Agreement up to the total amount allocated for the Roadway Improvements.
6. Use of Proceeds.
   i. The County must utilize the proceeds of (i) the Fiscal Security solely for the purpose of completing the Roadway Improvements to the County Standards or correcting defects in or failures of the Roadway Improvements; and(ii) the Performance Period Security solely for the purpose of correcting defects in or failures of the Roadway Improvements.
   ii. The County may in its sole discretion complete the unfinished Roadway Improvements at the time of default (following the applicable notice and cure period), regardless of the extent to which development has taken place in the approved construction plans for the Project or whether development ever commenced, without incurring any obligation to complete the unfinished Roadway Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Roadway 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 the

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Developer's default or to protect the public's interest by completing the Roadway Improvements.

iii. The County is not a private developer and its draft on the Fiscal Security and utilization of the proceeds to complete, repair, or reconstruct the Roadway Improvements is not an acceptance of the dedication of the Roadway Improvements.

iv. The Developer has no claim or rights under this Agreement to funds drawn under the Fiscal Security in accordance with this Agreement or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

v. All funds obtained by the County pursuant to one ormore draws under the Fiscal 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.

vi. The County shall disburse all or portions of the Escrowed Funds when the Roadway 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 Roadway Improvements.

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

B. Releases. The County Executive will execute such release of this Agreement as is necessary and reasonable upon the request of the Developer or a purchaser of a portion or all of the Property, subject to the performance of the Developer of its obligations under this Agreement.

III. MISCELLANEOUS

A. Restrictive Covenant. This Agreement touches and concerns real property in Travis County, Texas, and, if recorded, constitutes and will operate as covenants running with the Property and will be binding upon the Developer and the Developer's legal representatives, successors, and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Developer is the actual cost of completing the Roadway Improvements in conformance with the County Standards, including without limitation its associated administrative expenses, and the amount of the Mitigation Payment.

C. Remedies. The remedies available to the County and the Developer 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

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funds drawn on the posted Fiscal Security and/or Performance Period Security and held in escrow by the County in accordance with this Agreement.

E. INDEMNIFICATION. THE DEVELOPER 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 THE DEVELOPER OF ANY PROVISION IN THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF THE DEVELOPER OR THE DEVELOPER'S AGENTS, CONTRACTORS, EMPLOYEES, TENANTS, OR LICENSEES IN THE CONSTRUCTION OF THE ROADWAY IMPROVEMENTS. THE DEVELOPER 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 THE DEVELOPER OF ANY PROVISION IN THIS AGREEMENT OR FROM ANY ACT OR NEGLIGENCE OF THE DEVELOPER OR THE DEVELOPER'S AGENTS, CONTRACTORS, EMPLOYEES, TENANTS, OR LICENSEES IN THE CONSTRUCTION OF THE ROADWAY 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. Successors and Assigns. This Agreement is binding on the Developer and the representatives, successors, and assigns of the Developer and on any person acquiring an ownership interest in the Property through the Developer. The Developer'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 or delayed if the Developer's assignee expressly assumes all obligations of the Developer under this Agreement. An assignment shall not be construed as releasing the Developer from the Developer's obligations under this Agreement and the Developer's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this paragraph unless and until the County executes and delivers to the Developer a written release. The County agrees to release the Developer, if the Developer's assignee expressly assumes the Developer's obligations under this Agreement and has posted the Fiscal 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 Developer.

H. Expiration. This Agreement will terminate upon the completion of the Developer's obligations under this Agreement.

I. Vested Rights. This Agreement will not be construed to waive, modify, or reduce Developer's vested rights related to the project contemplated in the applications filed with Travis County prior to the execution of this agreement.

J. Notice. Any notices hereunder will be delivered in writing and addressed to the respective Party at the address set forth below for such Party by (i) personal delivery; (ii) U.S. Mail, certified or

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registered, return receipt requested, postage prepaid; or (iii) Federal Express or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective upon the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified.

DEVELOPER: UPD Howard SW Land LLC
303 Colorado Street, Suite 1500
Austin, Texas 78701
Attn: Victor Young
Phone (512) 866-6500
Email Victor.young@uproperties.com

DEVELOPER: Slate Howard, LP
9811 Katy Freeway, Suite 925
Houston, Texas 77024
Attn: Mark Stevenson
Phone: 713-491-2860
Email: markstevenson@slaterep.com

Copy to: Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Richard T. Suttle, Jr.
Phone: (512) 435-2300, Fax: (512) 435-2366
Email: rsuttle@abaustin.com

COUNTY: Cynthia C. McDonald (or successor)
County Executive, TNR
PO Box 1748
Austin, Texas 78767

Copy to: Honorable Delia Garza (or successor)
Travis County Attorney
PO Box 1748
Austin, Texas 78767

The Parties may from time to time change their respective addresses by written notice to the other Party.

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

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Agreement shall be exclusively in Travis County, Texas.

M. Number and gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, will be deemed to include any other number or gender as the context may require.

N. 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.

O. 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. Any revision, modification, or amendment to this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property which is affected. 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 TRAVIS COUNTY COMMISSIONERS COURT.

P. Exhibit List:

Exhibit A – Property
Exhibit B – Area Map
Exhibit C – Location Map
Exhibit D – Project
Exhibit E – Roadway Improvements
Exhibit F – TxDOT Improvements

(Signature Pages Follow)

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EXECUTED to be effective as of the later date set forth below.

COUNTY:

TRAVIS COUNTY,
a political subdivision of the State of Texas

DocuSigned by:
By: Andy Brown
C21317DB291D47D...
Andy Brown,
Travis County Judge

Date: 12/23/2024 | 12:40 PM PST

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DEVELOPER:

UPD HOWARD SW LAND LLC,
a Delaware limited liability company

By: United Properties Development LLC,
a Minnesota limited liability company,
its Sole Member and Manager

By: _____
Phil Cattanach,
Executive Vice President

STATE OF Minnesota §

§

COUNTY OF Hennepin §

This instrument was acknowledged before me on the 25th day of November, 2024, by Phil Cattanach, Executive Vice President of United Properties Development, LLC, a Minnesota limited liability company, the Sole Member and Manager of UPD Howard SW Land LLC, a Delaware limited liability company, on behalf of said limited liability companies.

TRACY PUCHTEL
Notary Public-Minnesota
My Commission Expires Jan 31, 2025

_____
Notary Public in and for the
State of Minnesota

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UPD HOWARD SW LAND LLC,
a Delaware limited liability company

By: United Properties Development LLC,
a Minnesota limited liability company,
its Sole Member and Manager

By: _____
Victor Young,
Senior Vice President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25 day of November, 2024, by Victor Young, Senior Vice President of United Properties Development, LLC, a Minnesota limited liability company, the Sole Member and Manager of UPD Howard SW Land LLC, a Delaware limited liability company, on behalf of said limited liability companies.

CANDACE PIOTTER
Notary Public, State of Texas
Comm. Expires 03-20-2027
Notary ID 131939633

_____
Notary Public in and for the
State of Texas

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DEVELOPER:

SLATE HOWARD, LP,
a Texas limited partnership

By: Slate Howard GP, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: J. Mark Stevenson
Title: Manager

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26 day of November, 2024 by J. Mark Stevenson, the Manager of Slate Howard GP, LLC, a Texas limited liability company, the General Partner of Slate Howard, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[SEAL]

LAURA SANCHEZ
Notary ID #133123029
My Commission Expires
May 26, 2025

_____
Notary Public in and for the
State of Texas

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Exhibit A
The Property

Exhibit "A"
LEGAL DESCRIPTION OF LAND

EXHIBIT " "

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 40.9555 ACRES (1,784,020 SQUARE FEET) OUT OF THE ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 48.825 ACRE TRACT CONVEYED TO UPD HOWARD SW LAND, LLC, IN DOCUMENT NO. 2021280202 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 40.9555 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a mag nail with "CEC" washer found at a corner in the south right-of-way line of Howard Road (114' right-of-way, dedicated in part as a called 2.343 acre tract to Travis County, Texas, in Document No. 2014012702 (O.P.R.T.C.T.)), and being the north line of said UPD Howard tract, for a northwest corner and POINT OF BEGINNING hereof, from which a mag nail with "CEC" washer found at a corner in the south right-of-way line of said Howard Road and the north line of said UPD Howard tract bears along the arc of a curve to the right, having an arc length of 49.06 feet, having a radius of 30.00 feet, and a chord that bears N55°20'44"E, a distance of 43.78 feet;

THENCE, leaving the south right-of-way line of said Howard Road and the north line of said UPD Howard tract, over and across said UPD Howard tract, the following ten (10) courses and distances:

1) S08°18'44"W, a distance of 270.39 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
2) S10°07'17"E, a distance of 310.30 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
3) S08°17'21"W, a distance of 700.79 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
4) S81°42'39"E, a distance of 85.00 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
5) N08°17'21"E, a distance of 323.08 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
6) N01°09'17"W, a distance of 235.25 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
7) N09°32'08"E, a distance of 220.11 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
8) N26°29'24"W, a distance of 86.23 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
9) N08°17'21"E, a distance of 147.86 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
10) S81°01'53"E, a distance of 835.05 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the northeast corner hereof, said point being in the west right-of-way line of State Highway 130 (right-of-way varies), and being the east line of said UPD Howard tract, from which a 1/2-inch iron rod found at the beginning of the right-of-way transition from said SH 130 to said Howard Lane, and being a northeast corner of said UPD Howard tract bears, N08°58'57"E, a distance of 197.42 feet;

THENCE, with the west right-of-way line of said SH 130 and the east line of said UPD Howard tract, the following three (3) courses and distances:

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1) S08°58'57"W, a distance of 1007.41 feet to a disturbed 1/2-inch iron rod found for an angle point hereof,
2) S10°02'48"W, a distance of 904.14 feet to a 1/2-inch iron rod found for an angle point hereof, and
3) S27°46'14"W, passing at a distance of 293.99 feet, a disturbed 1/2-inch iron rod found, and continuing for a total distance of 317.74 feet to a 5/8-inch iron rod with TxDot Type III aluminum cap found for the southeast corner hereof, said point being at the northeast corner of a called 5.819 acre tract conveyed to Travis County in Document No. 2021007157 (O.P.R.T.C.T.);

THENCE, leaving the west right-of-way line of SH 130, with the common line of said Travis County tract and said UPD Howard tract, the following two (2) courses and distances:

1) N58°20'47"W, a distance of 666.39 feet to a 1/2-inch iron rod with "LSI" cap found for the southwest corner hereof, and
2) N03°48'31"W, a distance of 991.63 feet to a 1/2-inch iron rod with "LSI" cap found for an angle point hereof, said point being at the northwest corner of said Travis County tract;

THENCE, with the west line of said UPD Howard tract, divergent from the east line of a called 33.686 acre tract (described as Parcel 2) conveyed to Travis County in Document No. 2019137109 (O.P.R.T.C.T.), N08°17'18"E, a distance of 1258.16 feet to an iron rod with aluminum "Travis County Survey Department" cap found for the northwest corner hereof, said point being in the south right-of-way line of said Howard Lane, and being the southeast corner of a called 5.454 acre tract to Travis County, Texas, in Document No. 2013228128 (O.P.R.T.C.T.), and being the northeast corner of said 33.686 acre Travis County tract, and being the southwest corner of said 2.343 acre Travis County tract, and being the northwest corner of said UPD Howard tract;

THENCE, with the south right-of-way line of said Howard Lane, the south line of said 2.343 acre Travis County tract and the north line of said UPD Howard tract, S82°02'05"E, a distance of 30.60 feet to the POINT OF BEGINNING and containing 40.9555 Acres (1,784,020 Sq. Ft.) of land more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000084460245. See attached sketch (reference drawing: 01668-rev.dwg)

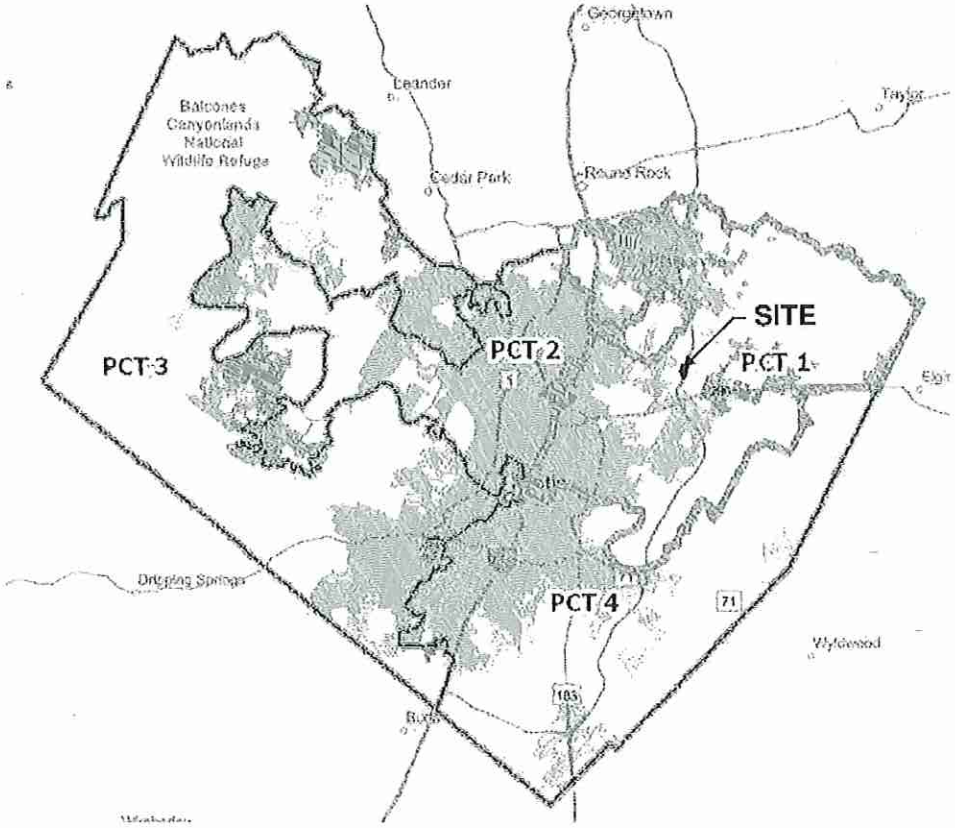
7/26/23

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



Docusign Envelope ID: C926C824-03A1-4B8E-898B-5BF2860D4704

Exhibit B
Area Map



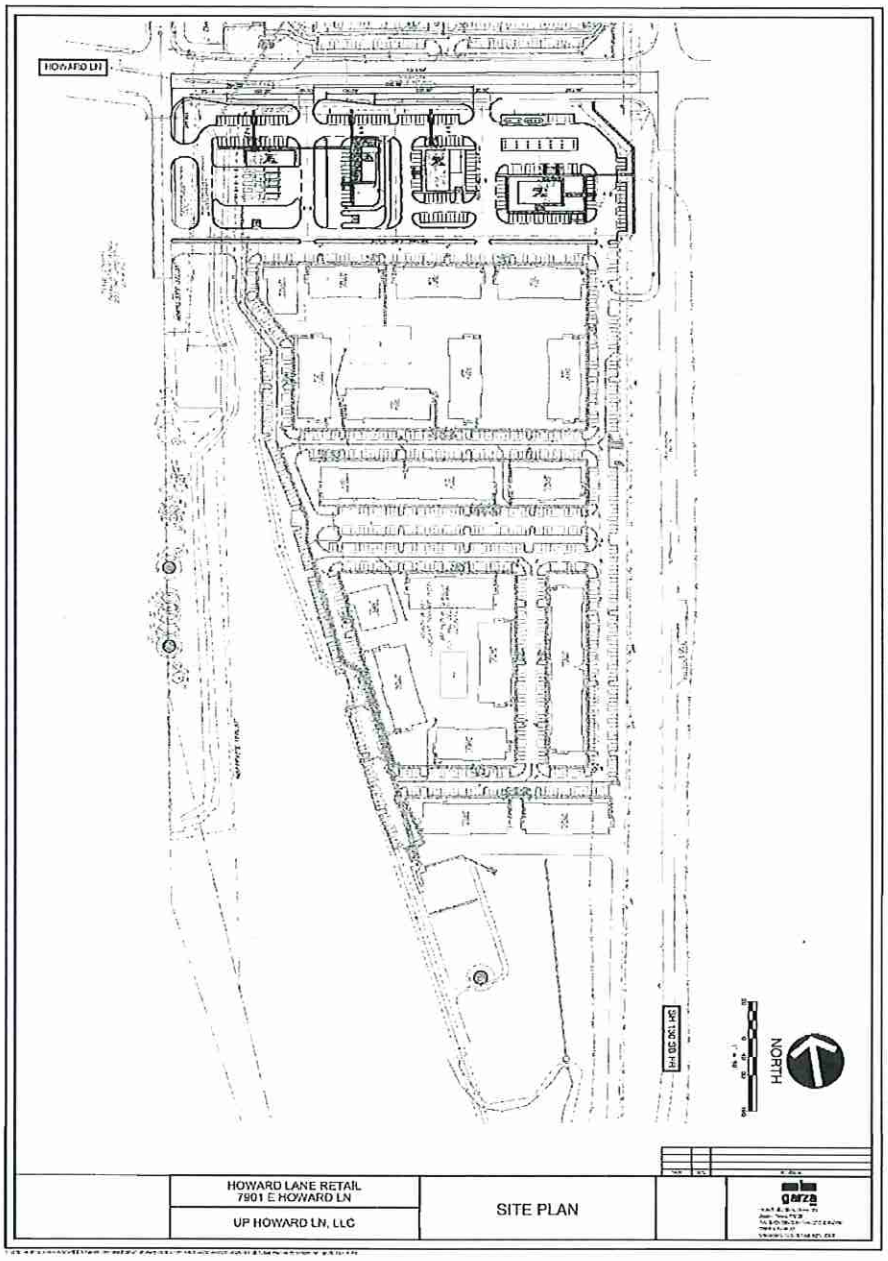
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Exhibit C
Location Map



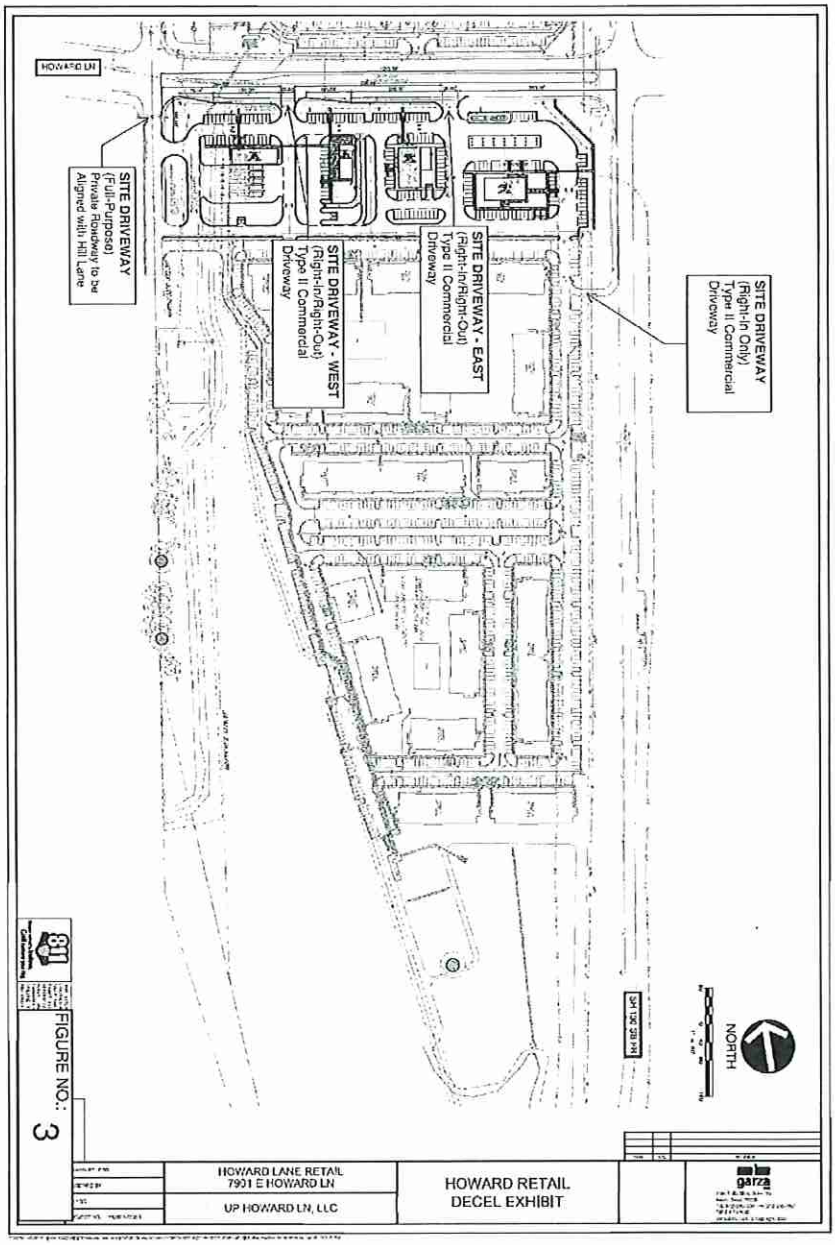
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Exhibit D
Project



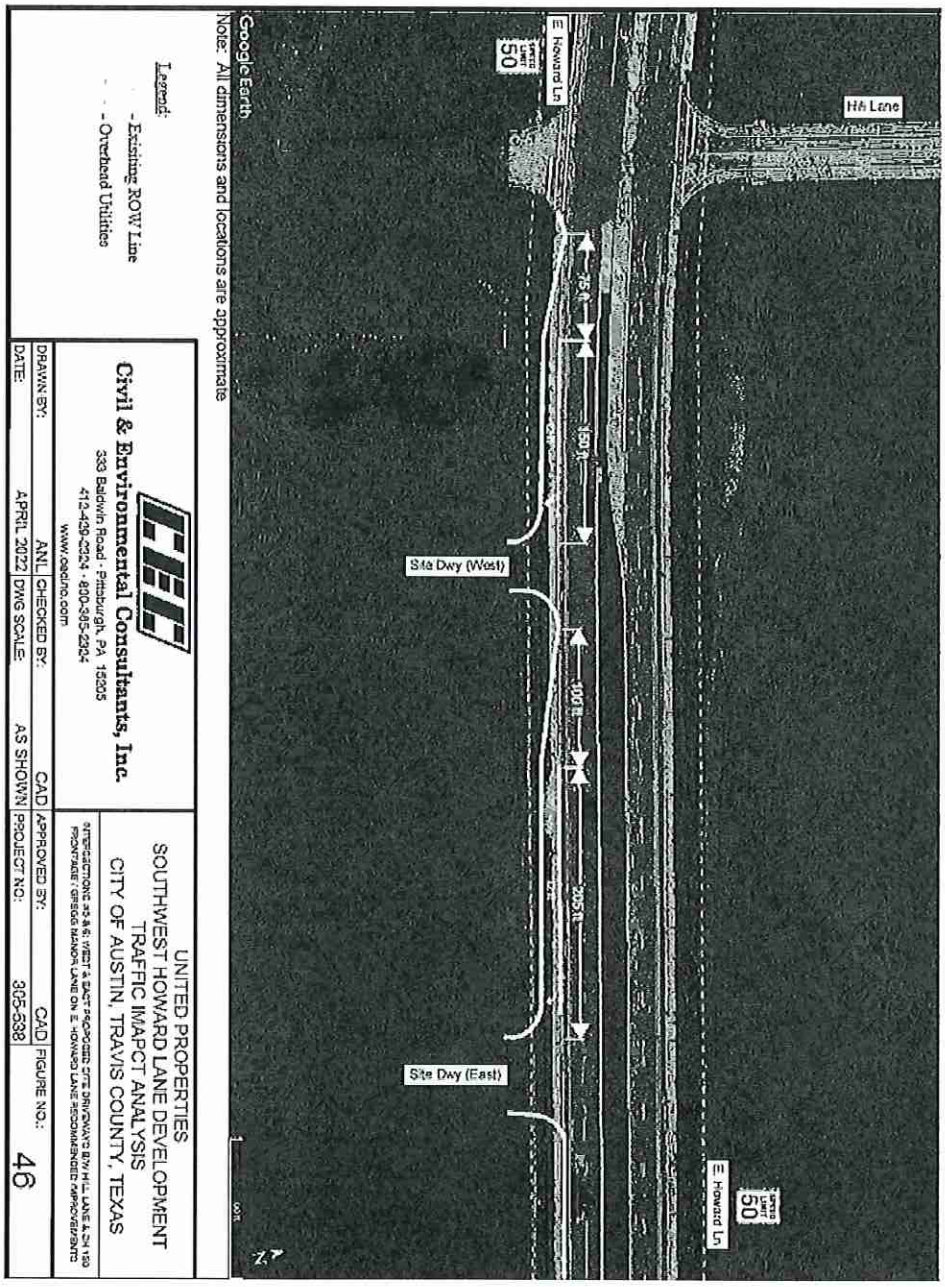
Docusign Envelope ID: C926C824-03A1-4B8E-898B-5BF2860D4704

Exhibit E
Roadway Improvements



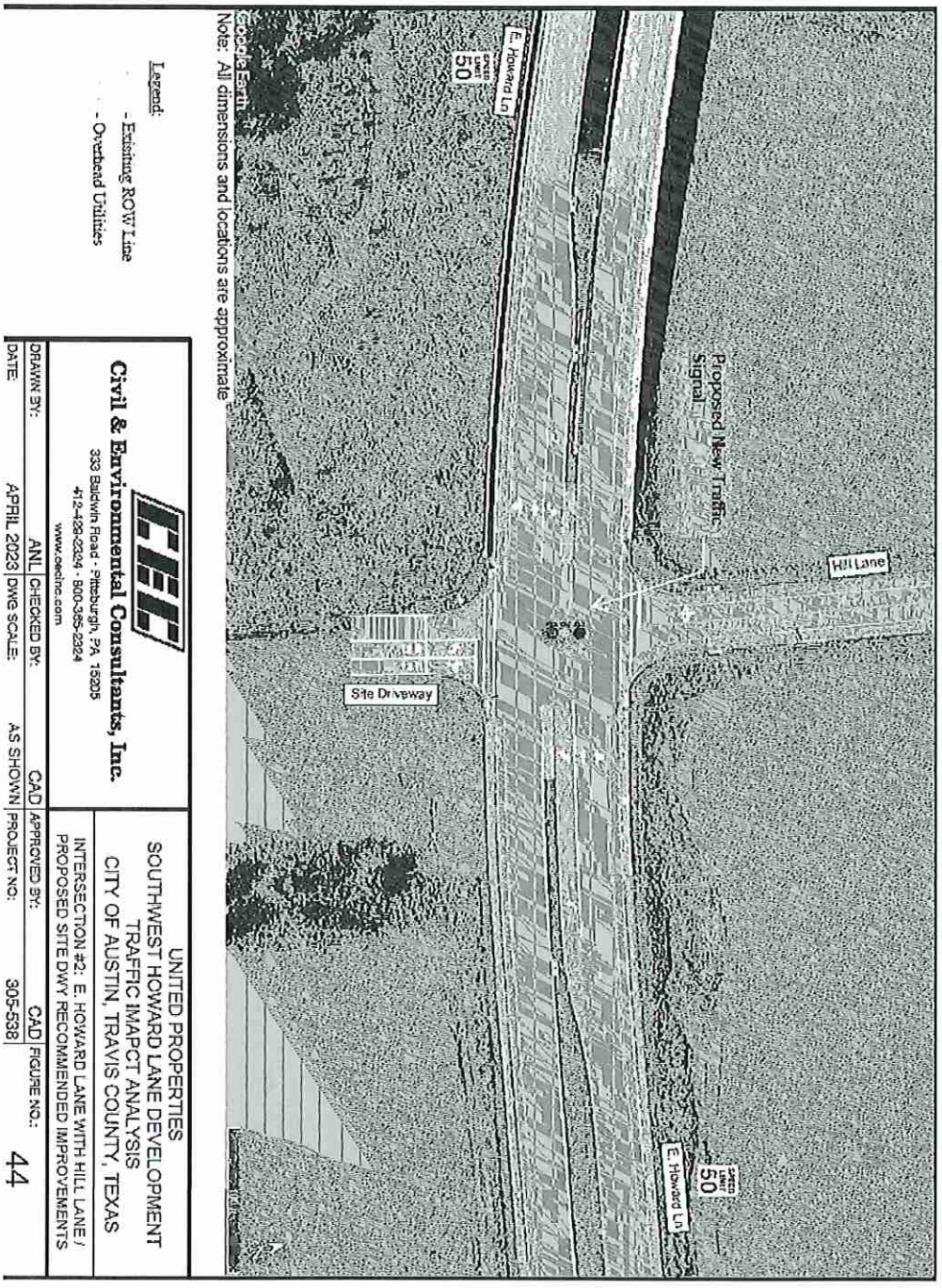
Docusign Envelope ID: C926C824-03A1-4B8E-898B-5BF2860D4704

"East Turn Lane" and "West Turn Lane"



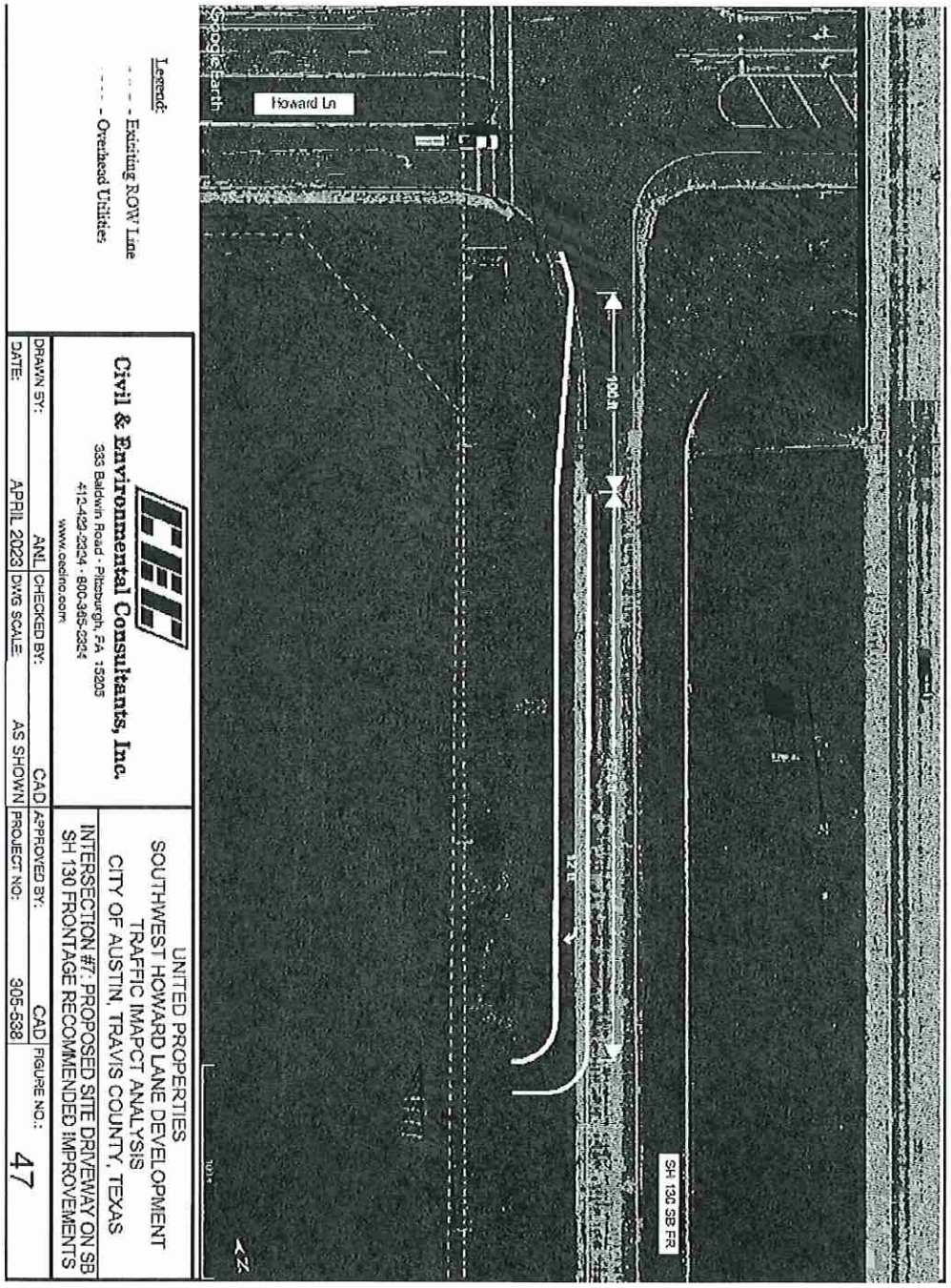
Docusign Envelope ID: C926C824-03A1-4B8E-898B-5BF2860D4704

"Traffic Signal"



Docusign Envelope ID: C926C824-03A1-4B8E-898B-5BF2860D4704

Exhibit F
"TxDOT Improvements"



F-1

Docusign Envelope ID: C926C824-03A1-4B8E-898B-5BF2860D4704

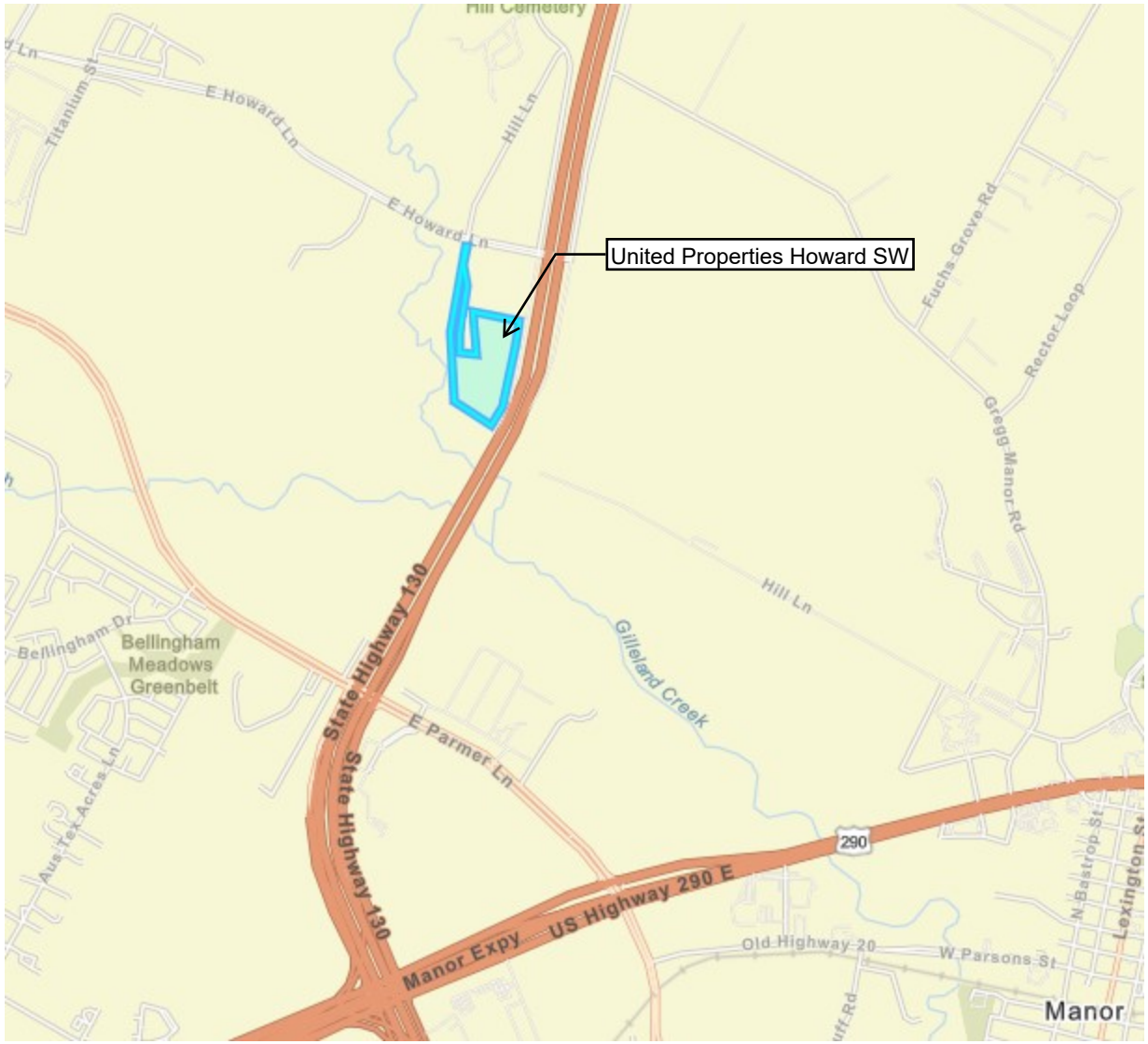
After Recording Return To:

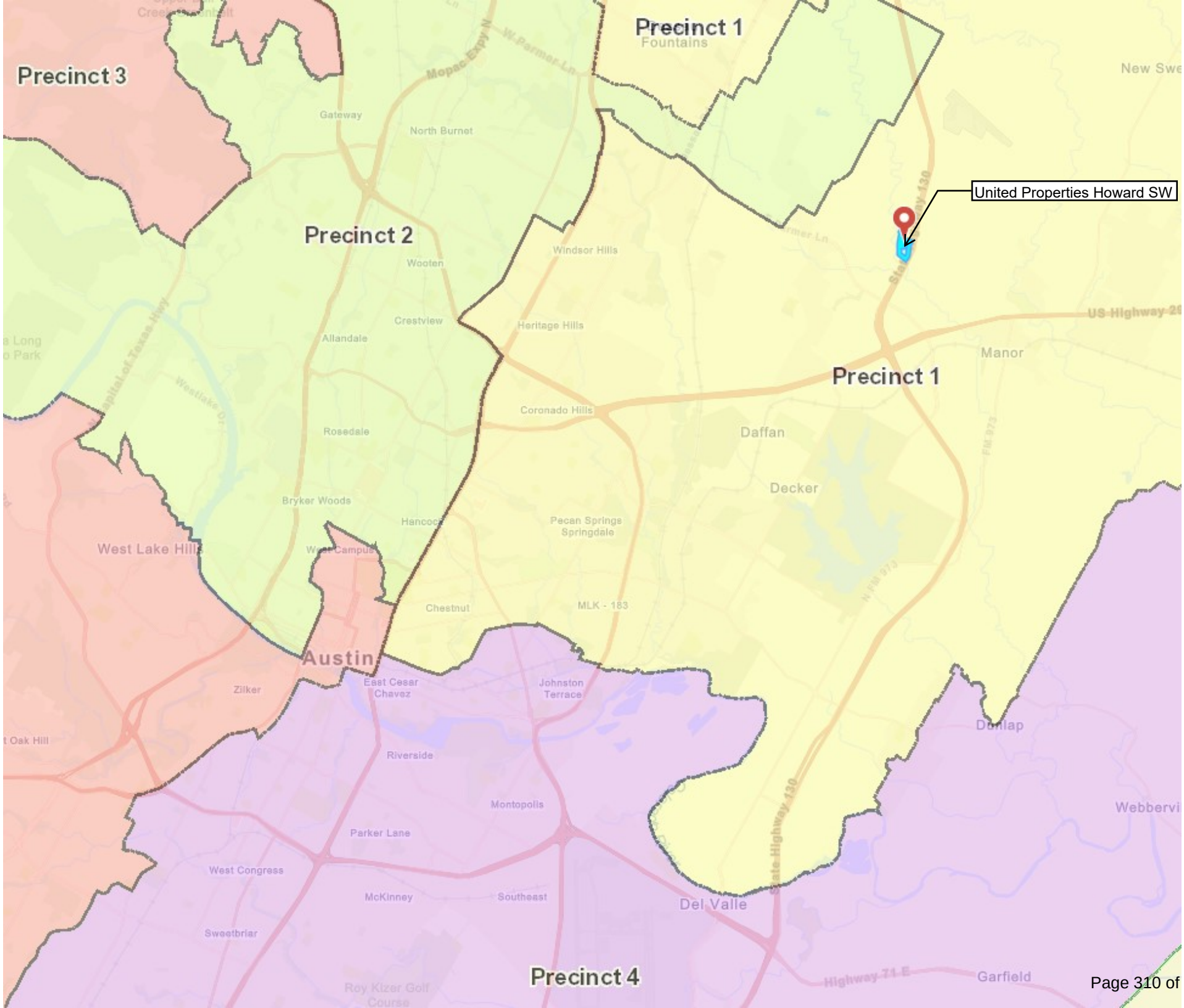
Travis County, Texas
Transportation and Natural Resources
Attn: Rahul Mars
P.O. Box 1748
Austin, Texas 78767

Project: United Properties SW Howard Lane Development TIA
MPN 22-39811/MPN 22-39827

After Recording Return To:

Travis County, Texas
Attn: Sue Welch
P.O. Box 1748
Austin, Texas 78767


United Properties Howard SW
E Howard Ln
Hill Ln
Titanium St
Fuchs Grove Rd
Rector Loop
Gregg Manor Rd
Hill Ln
Gilleland Creek
Bellingham Dr
Bellingham Meadows Greenbelt
State Highway 130
State Highway 130
E Parmer Ln
Aus-Tex Acres Ln
290
US Highway 290 E
Manor Expy
Old Highway 20
W Parsons St
N Bastrop St
Lexington St
Manor


Precinct 3
Precinct 1
Fountains
Gateway
North Burnet
Mopac Expy N
W Parmer Ln
United Properties Howard SW
Precinct 2
Windsor Hills
Wooten
Crestview
Heritage Hills
Allandale
Manor
Precinct 1
Coronado Hills
Rosedale
Daffan
Decker
Bryker Woods
Pecan Springs
Springdale
West Lake Hills
Chestnut
MLK - 183
Austin
Zilker
East Cesar
Chavez
Johnston
Terrace
Dunlap
Riverside
Montopolis
Parker Lane
West Congress
McKinney
Southeast
Del Valle
Sweetbriar
Precinct 4
Garfield

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on an Amended and Restated Condominium Construction Agreement between Austin Surf Club Venture, LP and Travis County for the Austin Surf Ranch condominium development, in Precinct Four. (Commissioner Gómez)

Prepared By/Phone Number: Sara Sternberg, Planner Sr., 512-854-7689
Elected/Appointed Official or Department Head: Cynthia McDonald
Commissioners Court Sponsor(s): Commissioner Gomez, Precinct Four
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
Austin Surf Ranch is a mixed-use site project application, TNR project #23-44294, that proposes the construction of single-family dwelling units, commercial buildings (water slide park), and amenities with shared driveway and drainage improvements off Navarro Creek Road and E Highway 71. The original Condominium Construction Agreement between Austin Surf Club Venture, LP and Travis County was approved by the Commissioners Court on November 12, 2024. Additionally, Commissioners Court approved a waiver from the requirement to plat for the Austin Surf Ranch condominium site project.

The permit application has since been revised to add 22.64 acres of land to the project. The developer is requesting an Amended and Restated Condominium Construction Agreement for the Surf Ranch condo development to include the additional acreage in the agreement.

Development applications for condominium projects are reviewed through the commercial site plan process, but they are considered to be a special form of subdivision. The development plans are reviewed to ensure that environmental, transportation, and drainage impacts are addressed as required by regulations.

Staff Recommendations:
TNR staff recommends approval of the Amended and Restated Condominium Construction Agreement.

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Tanner Voelkel	Asst. Director Planning & Admin	TNR	(512) 854-7675
Chris Yanez	DS & LRP Division Director	TNR	(512) 854-7561

CC:

Lauren Winek	Engineer	TNR	(512) 854-4696
Christina Tagle	County Attorney	CAO	(512) 854-5991

Attachments:

1. Amended and Restated Condominium Construction Agreement_Austin Surf Club
2. Surf Ranch Condo_Condominium Construction Agreement_2024131241
3. Location Maps

AUSTIN SURF CLUB
AMENDED AND RESTATED CONDOMINIUM CONSTRUCTION AGREEMENT
Travis County, Texas

THIS AMENDED AND RESTATED CONDOMINIUM CONSTRUCTION AGREEMENT (this **"Agreement"**) is made and entered into by and between AUSTIN SURF CLUB VENTURE, LP, a Delaware limited partnership (the **"Developer"**), and Travis County, a political subdivision of the State of Texas, P.O. Box 1748, Austin, Texas 78767 (the **"County"**), hereinafter collectively referred to as the **"Parties"**, for the purposes and consideration stated.

WHERAS, the Parties previously entered into that certain Condominium Construction Agreement recorded under Document No. 2024131241, Official Public Records of Travis County, Texas (the **"Original Agreement"**), in order to provide for the Developer's orderly development of a condominium regime on approximately 192.091 acres of real property owned by the Developer in Travis County, Texas (the **"Original Property"**), including a private roadway and drainage improvements as described in the Site Plan for Surf Ranch Condo 23-44294 (the **"Prior Construction Plans**"), all as more particularly described in the Original Agreement; and

WHEREAS, the Developer desires to include approximately 22.64 acres of additional real property owned by the Developer in Travis County, Texas in the condominium regime and has requested to revise the Original Agreement and the Prior Construction Plans to include such additional real property; and

WHEREAS, the Parties have now agreed to amend, supersede, and restate the Original Agreement in its entirety in order to provide for the Developer's orderly development, in one phase, of a condominium regime (the **"Regime"**) on approximately 214.731 acres of real property located in Travis County, Texas, as more particularly described on **Exhibit "A"**, attached hereto and made a part hereof (the **"Property"**); and

WHEREAS, the Parties desire to provide for the orderly development of the Regime, including the Developer's completion of the private roadway (**"Private Roadway"**) and drainage improvements (**"Drainage Improvements"**) as described in the Site Plan for Austin Surf Club (**"Construction Plans"**), a copy of which is on file under TNR permit no. 23-44294 and further described in **Exhibit "B"**, attached hereto and made a part hereof; and

WHEREAS, the Private Roadway and Drainage Improvements will be constructed in one phase, as described in the Construction Plans; and

WHEREAS, the Parties desire to establish a process to coordinate the improvement of the Private Roadway and Drainage Improvements with the phased development of the Property.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. Subject to the terms in this Agreement, the County hereby grants the Developer an exemption from the requirement that the Developer prepare, obtain County approval for, and file in the Official Public Records of Travis County, Texas a subdivision plat for the Regime.

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Roadway and the Drainage Improvements serving the Property as follows:

A. Prior to the occupancy of any residential unit on the Property, the Developer shall complete the Private Roadway and Drainage Improvements serving the Property; and

B. The Developer shall deliver to the County a signed letter of concurrence from a licensed professional engineer that confirms the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans; and

C. Subject to the performance of the Developer of its obligations under this Agreement and after the delivery and approval of such letter of concurrence from a licensed professional engineer to confirm that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to the current owner of the Property, an instrument in the form of **Exhibit "C"** for recordation in the Official Public Records of Travis County, Texas, releasing the Developer from the terms, provisions and requirements of this Agreement.

3. The Developer shall obtain the County's written approval of any revision to the Construction Plans modifying the Private Roadway or Drainage Improvements or altering the phasing plan reflected on such Construction Plans. Upon the County's written approval of such revision, the Parties agree, to the extent required, to either amend this Agreement or enter into an additional or supplemental agreements to coordinate the modified phasing process and/or the amended future improvement of the Private Roadway and/or Drainage Improvements.

4. Prior to the County's issuance of the development permit, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of One Hundred Thousand Six Hundred Twenty-Two and 00/100 Dollars ($100,622.00) (the "**Parkland Dedication Fees**"). In addition, the Developer shall pay inspection fees in the amount of Three and 00/100 Dollars ($3.00) per linear foot of street, for a total amount of Forty-Six Thousand Six Hundred Eighty-Six and 00/100 Dollars ($46,686.00) (the "**Inspection Fees**"), to be paid prior to the issuance of the construction permit for each phase. Notwithstanding the foregoing or anything else herein to the contrary, the Parties acknowledge and agree that the Developer previously paid to the County Parkland Dedication Fees in the amount of Eighty-Five Thousand Nine Hundred Forty-Five and 00/100 Dollars ($85,945.00) and Inspection Fees in the amount of Forty-Four Thousand Nine Hundred Seventy and 00/100 Dollars ($44,970.00) under the Original Agreement. The County acknowledges receipt of such prior payments and agrees to credit such amounts against the total Parkland Dedication Fees and Inspection Fees remaining to be paid by the Developer under this Agreement.

5. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereto and supersedes and replaces all prior oral or written agreements between the Parties regarding the subject matter hereto, including, without limitation, the Original Agreement.

6. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties and cumulative and not exclusive and the exercise of any remedy will not be deemed a waiver of any other right, remedy, or privilege. The Parties agree that the granting of equitable remedies may, and probably will, be necessary in the event of a violation of the restriction. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement will be construed as if such invalid or unenforceable provision had never been part of this Agreement. This Agreement concerns real property located in Travis County, Texas and shall be governed and construed under Texas law. Venue arising under this Agreement shall be exclusively in Travis County, Texas. Any revision, modification, or termination will be effective only when reduced to writing and signed by all Parties.

[*Remainder of page intentionally left blank; signature pages follow.*]

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

DEVELOPER:

AUSTIN SURF CLUB VENTURE, LP,
a Delaware limited partnership

By: ASC Manager, LLC,
a Delaware limited liability company
its general partner

By:_____
Printed Name: Jasen Trautwein
Title: Authorized Signatory
Date:_____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2025, by Jasen Trautwein, Authorized Signatory of ASC Manager, LLC, a Delaware limited liability company, general partner of Austin Surf Club Venture, LP, a Delaware limited partnership, on behalf of said limited liability company and said limited partnership.

_____
Notary Public Signature

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

DEVELOPER:

AUSTIN SURF CLUB VENTURE, LP,
a Delaware limited partnership

By: ASC Manager, LLC,
a Delaware limited liability company
its general partner

By: _____
Printed Name: Jasen Trautwein
Title: Authorized Signatory
Date: 1-7-2026

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 7th day of January, ~~2025~~ 2026 LT, by Jasen Trautwein, Authorized Signatory of ASC Manager, LLC, a Delaware limited liability company, general partner of Austin Surf Club Venture, LP, a Delaware limited partnership, on behalf of said limited liability company and said limited partnership.

_____
Notary Public Signature

RACHEL LAUDERDALE
Notary ID #131129376
My Commission Expires
May 15, 2029

EXHIBIT "A"

Property

Approximately 214.731 acres of land, more or less, situated within the J.A. Navarro 7 League Grant, Abstract 18, in Travis County, Texas, described in a Deed (Without Warranties) recorded under Document No. 2025044370 of the Official Public Records of Travis County, Texas; and as shown in the land status determination for County application no. S-25-397 attached and incorporated herein as **Exhibit "A-1"**.

EXHIBIT "A-1"

Docusign Envelope ID: B17819ED-E3BB-45C1-9953-819767102FB9

Travis County Development Services
Land Division Determination
S-25-397
July 28, 2025

Current Legal Description: A 214.731-acre tract of land situated within the J.A. Navarro 7 League Grant, Abstract 18, in Travis County, Texas.

Tax Parcel I.D.# 998520 & 998027
Address: 4725 Navarro Creek Road
More than 10 acres: Doc # 2025044370 April 23, 2025

The Development Services Department, Travis County has determined that the property described below and **as shown on the attached exhibit(s):**

> Is over 10 acres and is a **LEGAL TRACT** consisting of a 214.731-acre tract of land situated within the J.A. Navarro 7 League Grant, Abstract 18, in Travis County, Texas, conveyed to Austin Surf Club Venture, LP, per deed of record as document No. 2025044370, **Travis County Deed Records** (Exhibit A), being the same property as currently described in attached field notes and survey (Exhibit B) is eligible to receive permits from the county.

This determination of the status of the property is based on the application of Section 232.0015(b) through (k), Exceptions to Plat Requirement, Texas Local Government Code; and Travis County Development Regulations, Section 482.105.

SUBSEQUENT USE, DIVISION, OR DEVELOPMENT OF THE TRACT, INCLUDING BUT NOT LIMITED TO CONVEYANCE OF ANY PART OF THE TRACT, PLACING MORE THAN ONE STRUCTURE OR RESIDENTAL UNIT ON THE TRACT, ALLOWING THE PUBLIC TO USE PARTS OF THE TRACT FOR STREETS, ALLEYS. OR OTHER PARTS OF THE TRACT TO BE DEDICATED TO PUBLIC USE, INCLUDING, BUT NOT LIMITED TO , DRAINAGE, OR UTILITIES, ETC., MAY RENDER THIS PLAT EXCEPTION NULL AND VOID AND MAY VIOLATE REGULATORY REQUIREMENTS AND/OR TRIGGER THE REQUIREMENT FOR APPROVAL OF A PLAT BY TRAVIS COUNTY.

THE USE AND DEVELOPMENT OF THE TRACT REMAINS SUBJECT TO OTHER COUNTY REGULATORY AND PERMITTING REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, THOSE FOR ON-SITE SEWAGE FACILITIES, FLOODPLAIN MANAGEMENT, DEVELOPMENT PERMITS, DRIVEWAY PERMITS, BUILDING CODES, PAYMENT OF PARKLAND FEES, AND STORMWATER MANAGEMENT AND SETBACKS FOR DEVELOPMENT FROM WATERWAYS AND CRITICAL ENVIRONMENTAL FEATURES.

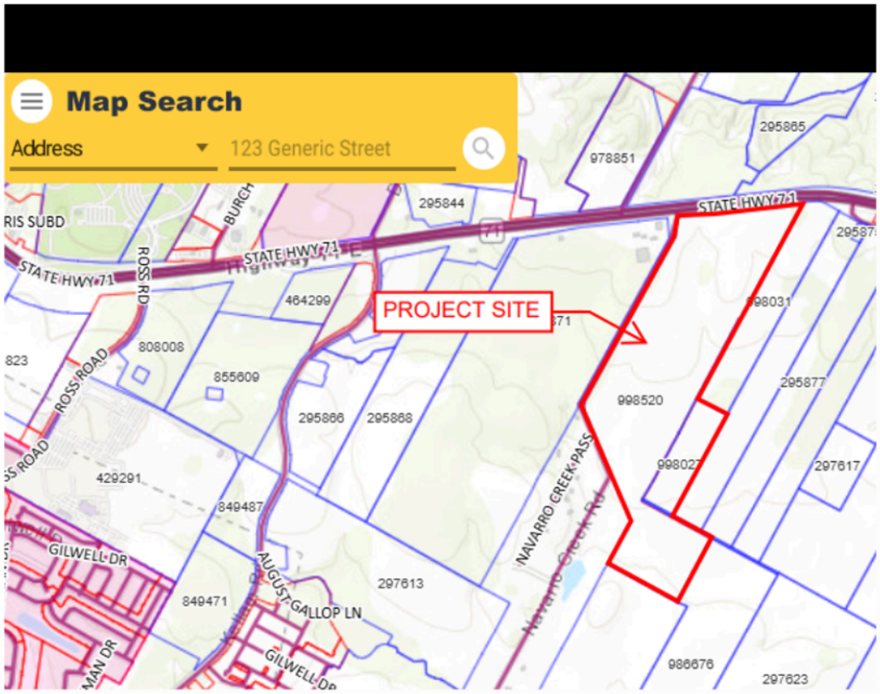
THIS EXCEPTION VOIDS THE PREVIOUS EXCEPTION ISSUED FOR 192.091 ACRES, MGO#23-44294

Signed by:
By: Alexandra Hume
Alexandra Hume for Sue Welch, Representative of the County Executive,
Transportation and Natural Resources, Development Services

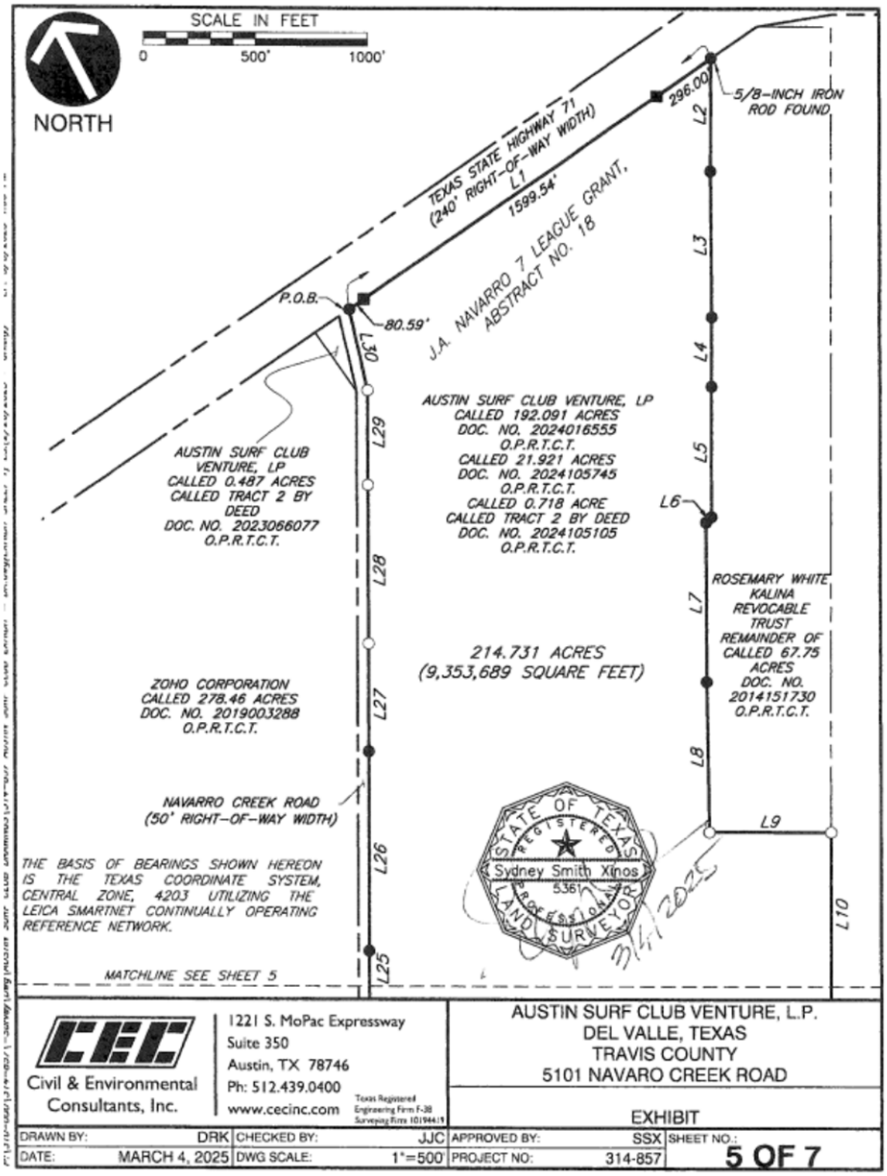
Exhibits: Deed/Survey

Tax Parcel I.D.# 0323500501, 0331500179
Tax Map Date: 07/07/2025

TRAVIS CENTRAL APPRAISAL DISTRICT
TRAVIS COUNTY, TEXAS



Tax Parcel I.D.# 0323500501, 0331500179
Tax Map Date: 07/07/2025



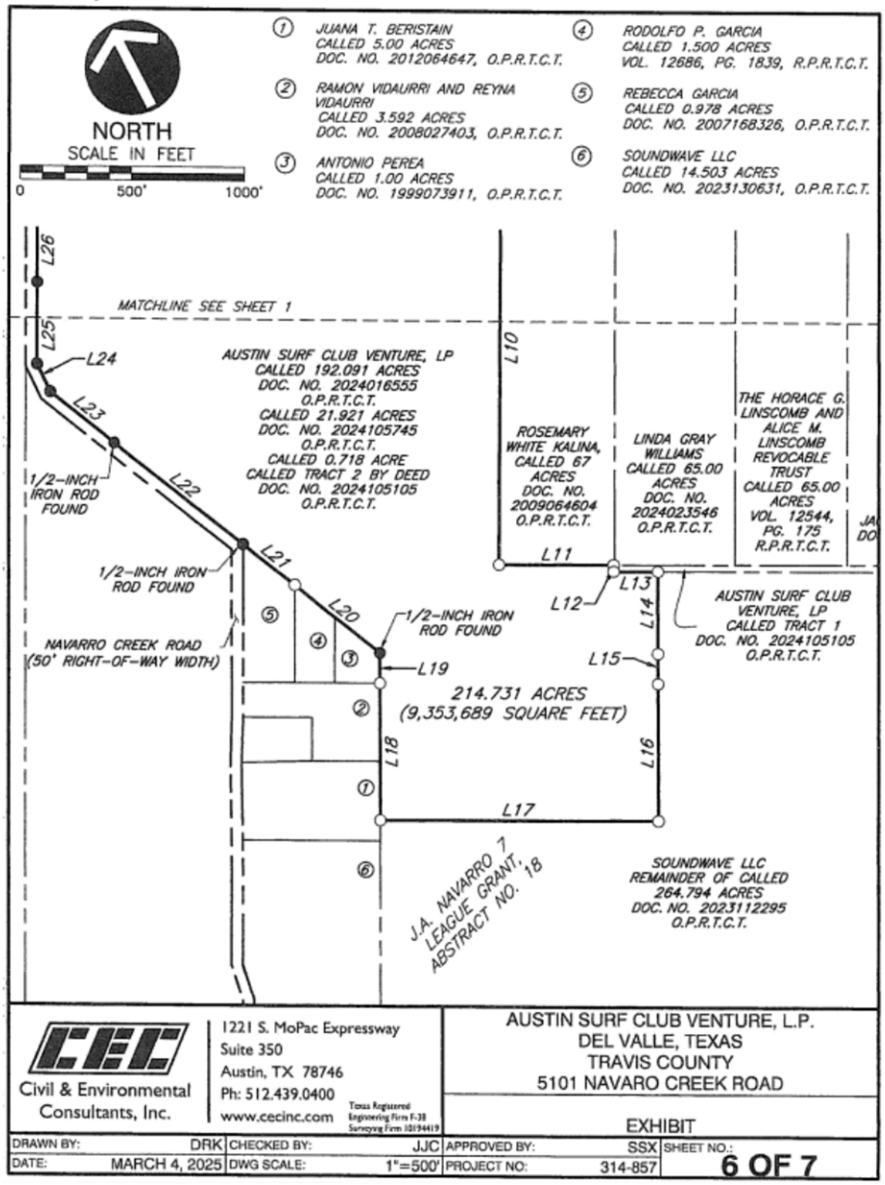
Civil & Environmental Consultants, Inc.
1221 S. MoPac Expressway
Suite 350
Austin, TX 78746
Ph: 512.439.0400
www.cecinc.com
Texas Registered Engineering Firm F-28
Surveying Firm 101944-15

AUSTIN SURF CLUB VENTURE, L.P.
DEL VALLE, TEXAS
TRAVIS COUNTY
5101 NAVARO CREEK ROAD

EXHIBIT

DRAWN BY:	DRK	CHECKED BY:	JJC	APPROVED BY:	SSX	SHEET NO.:
DATE:	MARCH 4, 2025	DWG SCALE:	1"=500'	PROJECT NO:	314-857	5 OF 7

Tax Parcel I.D.# 0323500501, 0331500179
Tax Map Date: 07/07/2025



Civil & Environmental Consultants, Inc.
1221 S. MoPac Expressway
Suite 350
Austin, TX 78746
Ph: 512.439.0400
www.cecinc.com
Texas Registered Engineering Firm F-38
Surveying Firm 10194419

AUSTIN SURF CLUB VENTURE, L.P.
DEL VALLE, TEXAS
TRAVIS COUNTY
5101 NAVARO CREEK ROAD

EXHIBIT

DRAWN BY:	DRK	CHECKED BY:	JJC	APPROVED BY:	SSX	SHEET NO.:
DATE:	MARCH 4, 2025	DWG SCALE:	1"=500'	PROJECT NO:	314-857	6 OF 7

EXHIBIT "B"

Construction Plans

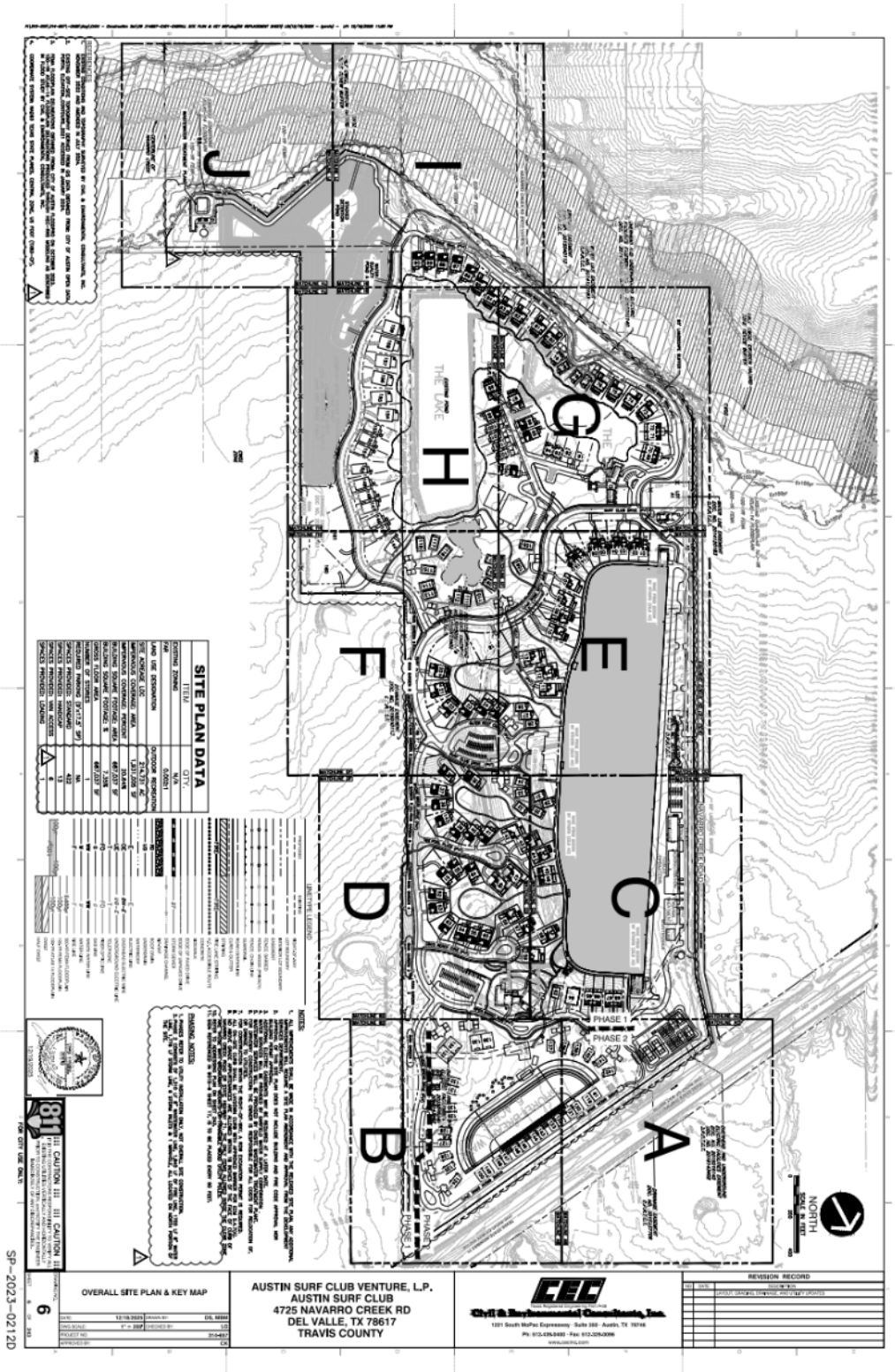


EXHIBIT "C"

Release of Condominium Construction Agreement

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT Travis County, a political subdivision of the State of Texas, the beneficiary of that certain "Amended and Restated Condominium Construction Agreement" which is filed of record as Document No._____ in the Official Public Records of Travis County, Texas (the **"Construction Agreement"**) for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit "A" attached hereto and incorporated herein by reference (the **"Released Property"**) from all of the terms, provisions and requirements of the Construction Agreement. From and after the date of this instrument, the Construction Agreement shall no longer affect or encumber the Released Property in any way.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY,
a political subdivision of the State of Texas

By:_____
Printed Name:_____
Title:_____

Docusign Envelope ID: B57B3934-9668-4F88-9AFC-16C2B6899D46

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Nov 26, 2024 02:21 PM Fee: $57.00
2024131241
Electronically Recorded

SURF RANCH CONDO PROJECT PERMIT NUMBER 23-44294
CONDOMINIUM CONSTRUCTION AGREEMENT
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between AUSTIN SURF CLUB VENTURE, LP, a Delaware limited partnership, (the **"Developer"**), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the **"County"**), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime (the **"Regime"**) on approximately 192.091 acres of real property located in Travis County, Texas, more particularly described on Exhibit "A" (the **"property"**) and desires to develop the Regime in one phase.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the **"Private Roadway"**) and drainage improvements (the **"Drainage Improvements"**) described in the Site Plan for Surf Ranch Condo 23-44294 (**"Construction Plans"**).

C. The Private Roadway will be constructed in one phase, as described in the Construction Plan and as depicted on Exhibit "B".

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Roadway and Drainage Improvements with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agrees as follows:

1. Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepare, obtain County approval for, and file in the official public records of the County a subdivision plat for the Regime.

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Roadway and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Roadway and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

Docusign Envelope ID: B57B3934-9668-4F88-9AFC-16C2B6899D46

3. If the Developer makes any revision to the Construction Plans modifying the Private Roadway or Drainage Improvements or the phasing plan reflected on such Construction Plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Roadway.

4. Prior to the County's issuance of the development permit, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of $85,945.00. In addition, the Developer shall pay inspection fees in the amount of $3 per linear foot of street, in the total amount of $44,970.00, to be paid prior to the issuance of the construction permit for each phase.

5. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties and cumulative and not exclusive and the exercise of any remedy will not be deemed a waiver of any other right, remedy, or privilege. The Parties agree that the granting of equitable remedies may, and probably will, be necessary in the event of a violation of the restriction. If any provision of this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the Parties, this agreement will construed as if the unenforceable provision had never been a part of this agreement.

[*Remainder of page intentionally left blank; signature pages to follow.*]

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

AUSTIN SURF CLUB VENTURE, LP,
a Delaware limited partnership

By: ASC Manager, LLC,
a Delaware limited liability company
its general partner

By: _____
Printed Name: Jasen Trautwein
Title: Authorized Signatory
Date: 10-10-2024

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10th day of October, 2024, by Jasen Trautwein, Authorized Signatory of ASC Manager, LLC, a Delaware limited liability company, general partner of Austin Surf Club Venture, LP, a Delaware limited partnership, on behalf of said limited liability company and said limited partnership.

RACHEL LAUDERDALE
Notary ID #131129376
My Commission Expires
May 15, 2025

Rachel Lauderdale
Notary Public Signature

Docusign Envelope ID: B57B3934-9668-4F88-9AFC-16C2B6899D46

TRAVIS COUNTY, TEXAS

By: DocuSigned by: Andy Brown
Andy Brown, County Judge

Date: 11/14/2024 | 1:04 PM PST

After Recording Return to:
Travis County, Texas
Attn: Development Services, Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

Docusign Envelope ID: B57B3934-9668-4F88-9AFC-16C2B6899D46

EXHIBIT "A"

Property

A 192.091 acre tract out of the J. A. Navarro 7 League Grant, Abstract 18, in Travis County, Texas recorded in the current deed in Document No. 2024016555, of the Travis County Deed Records and which received legal lot status in City of Austin Case No. C8I-2042-0061 attached and incorporated herein as **Exhibit A-1**.

Docusign Envelope ID: B57B3934-9668-4F88-9AFC-16C2B6899D46 EXHIBIT "A-1"

Travis County Development Services
Land Division Determination
May 21, 2024

Current Legal Description: 192.091-acre tract of land out of the J.A. Navarro 7 League Grant, Abstract 18, in Travis County, Texas.

Tax Parcel I.D.# **295872 & 986674**
Address: 4725 Navarro Creek aka 4836 E. SH 71
Grandfathered Deed Date: **N/A**
Gift Deed Document#: N/A
More than 10 acres: Deed #2024016555 recorded on February 15, 2024

The Development Services Department, Travis County has determined that the property described below and **as shown on the attached exhibit(s):**

> Has been divided legally and is a **LEGAL TRACT** consisting of **a** 192.091-acre tract of land out of the J.A. Navarro 7 League Grant, Abstract 18, in Travis County, Texas, and being the same as a called 160.039-acre tract (called tract 1 per deed) conveyed to Austin Surf Club Venture, LP, per deed of record as document No. 2023066077, of the official public records of Travis County, Texas and also being the same as a called 32.053 acre tract conveyed to Austin Surf Club Venture, LP per deed or records as Document No. 2023142844 **Travis County Deed Records** being the same property as currently described in attached field notes and survey (See Exhibits:)

is eligible to receive permits from the county. See attached exhibit.

This determination of the status of the property is based on the application of Section 232.0015(b) through (k), Exceptions to Plat Requirement, Texas Local Government Code; and Travis County Development Regulations, Section 482.105.

SUBSEQUENT USE, DIVISION, OR DEVELOPMENT OF THE TRACT, INCLUDING BUT NOT LIMITED TO CONVEYANCE OF ANY PART OF THE TRACT, PLACING MORE THAN ONE STRUCTURE OR RESIDENTAL UNIT ON THE TRACT, ALLOWING THE PUBLIC TO USE PARTS OF THE TRACT FOR STREETS, ALLEYS. OR OTHER PARTS OF THE TRACT TO BE DEDICATED TO PUBLIC USE, INCLUDING, BUT NOT LIMITED TO , DRAINAGE, OR UTILITIES, ETC., MAY RENDER THIS PLAT EXCEPTION NULL AND VOID AND MAY VIOLATE REGULATORY REQUIREMENTS AND/OR TRIGGER THE REQUIREMENT FOR APPROVAL OF A PLAT BY TRAVIS COUNTY.

THE USE AND DEVELOPMENT OF THE TRACT REMAINS SUBJECT TO OTHER COUNTY REGULATORY AND PERMITTING REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, THOSE FOR ON-SITE SEWAGE FACILITIES, FLOODPLAIN MANAGEMENT, DEVELOPMENT PERMITS, DRIVEWAY PERMITS, BUILDING CODES, PAYMENT OF PARKLAND FEES, AND STORMWATER MANAGEMENT AND SETBACKS FOR DEVELOPMENT FROM WATERWAYS AND CRITICAL ENVIRONMENTAL FEATURES.

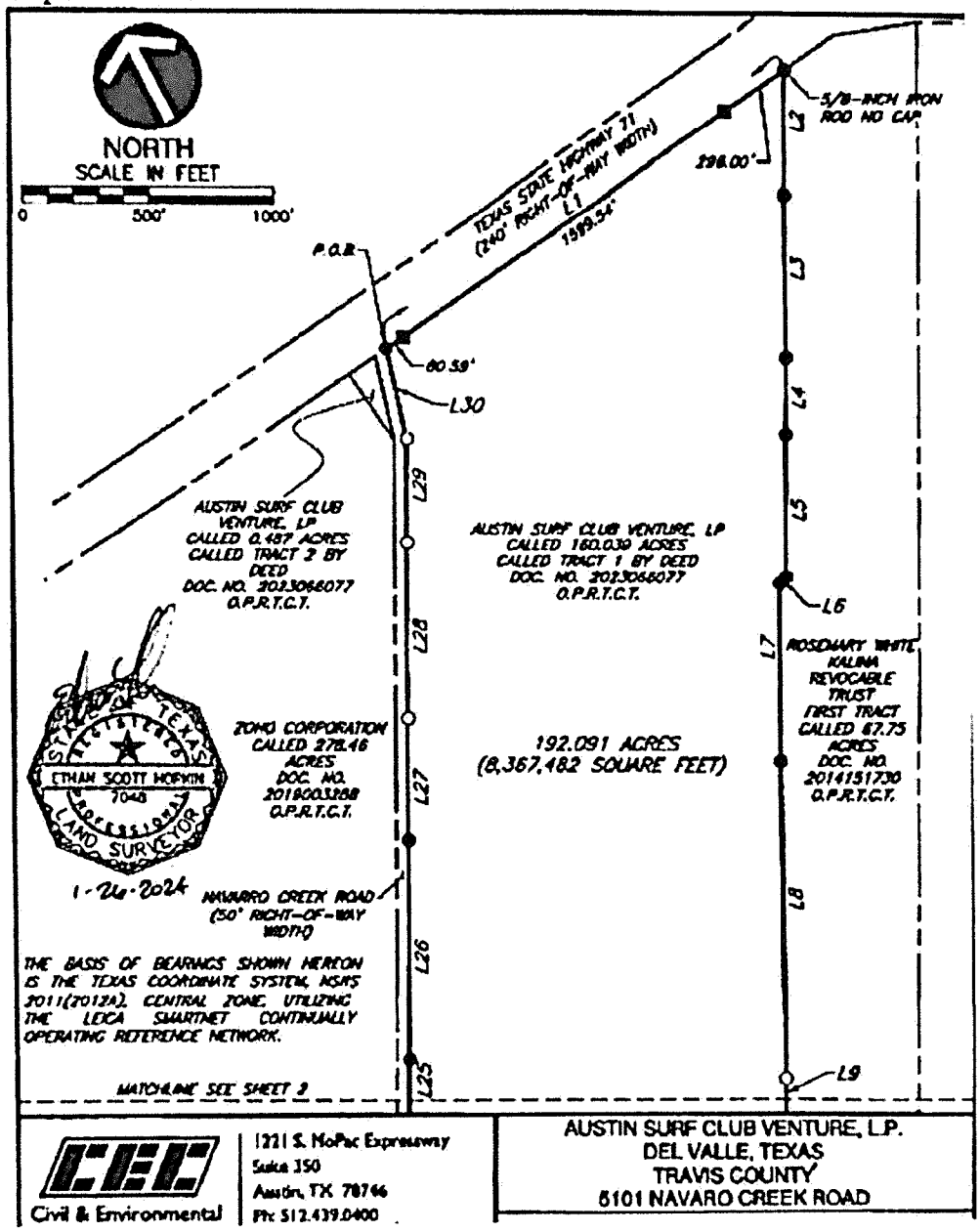
By: Michelle R. Casillas
Michelle R. Casillas, Representative of the County Executive,
Transportation and Natural Resources, Development Services

Exhibits: Deed/Survey

Docusign Envelope ID: B57B3934-9668-4F88-9AFC-16C2B6899D46

Tax Parcel I.D.# 0323500304, 0323500177 Tax Map Date: 04/23/2024

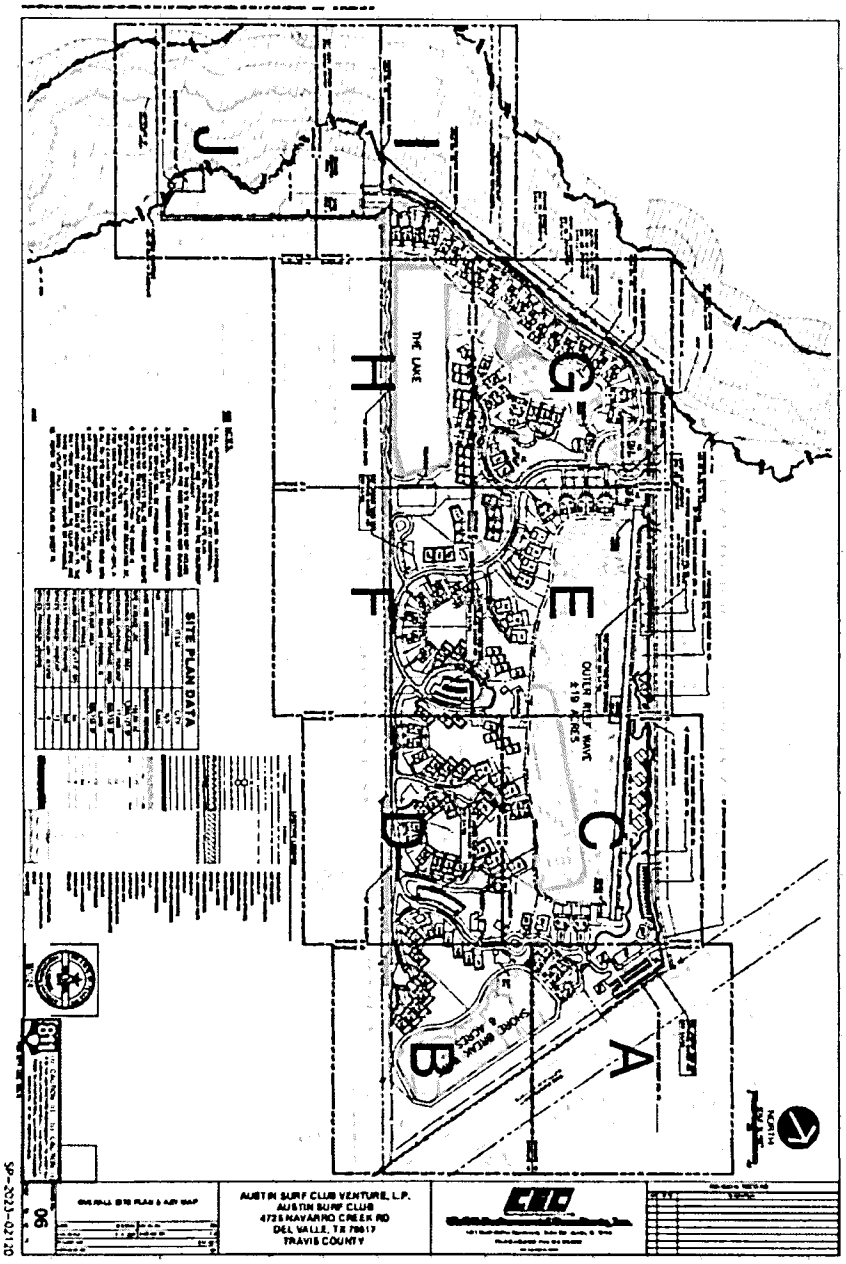
Map Attachment



Docusign Envelope ID: B57B3934-9668-4F88-9AFC-16C2B6899D46

EXHIBIT "B"

Construction Plans



Docusign Envelope ID: B57B3934-9668-4F88-9AFC-16C2B6899D46

EXHIBIT "C"

Release of Condominium Construction Agreement

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Agreement" which is filed of record as Document No._____ in the Official Public Records of Travis County, Texas (the **"Construction Agreement"**) for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit " " attached hereto and incorporated herein by reference (the **"Released Property"**) from all of the terms, provisions and requirements of the Construction Agreement. From and after the date of this instrument, the Construction Agreement shall no longer affect or encumber the Released Property in any way.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

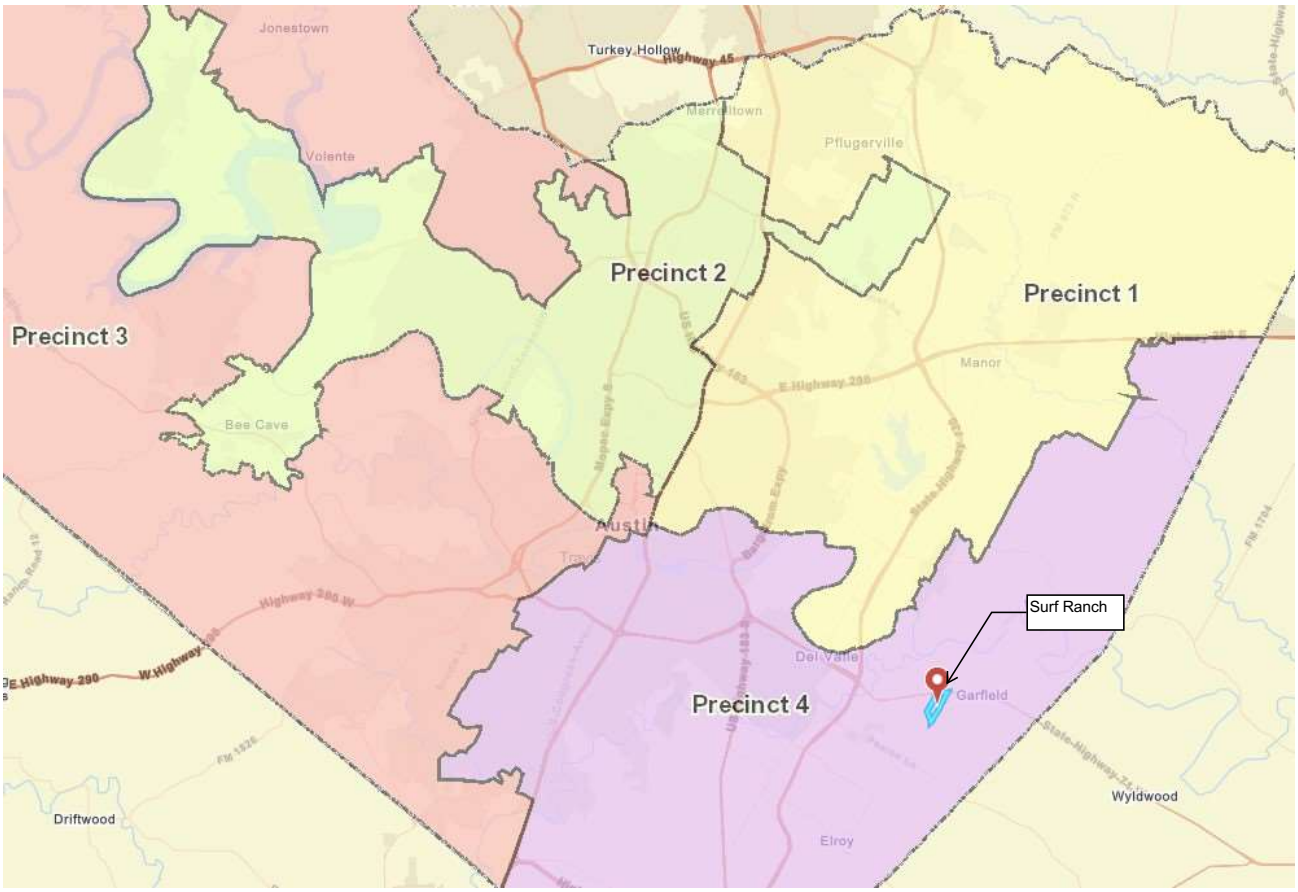
By:_____
Printed Name:_____
Title:_____

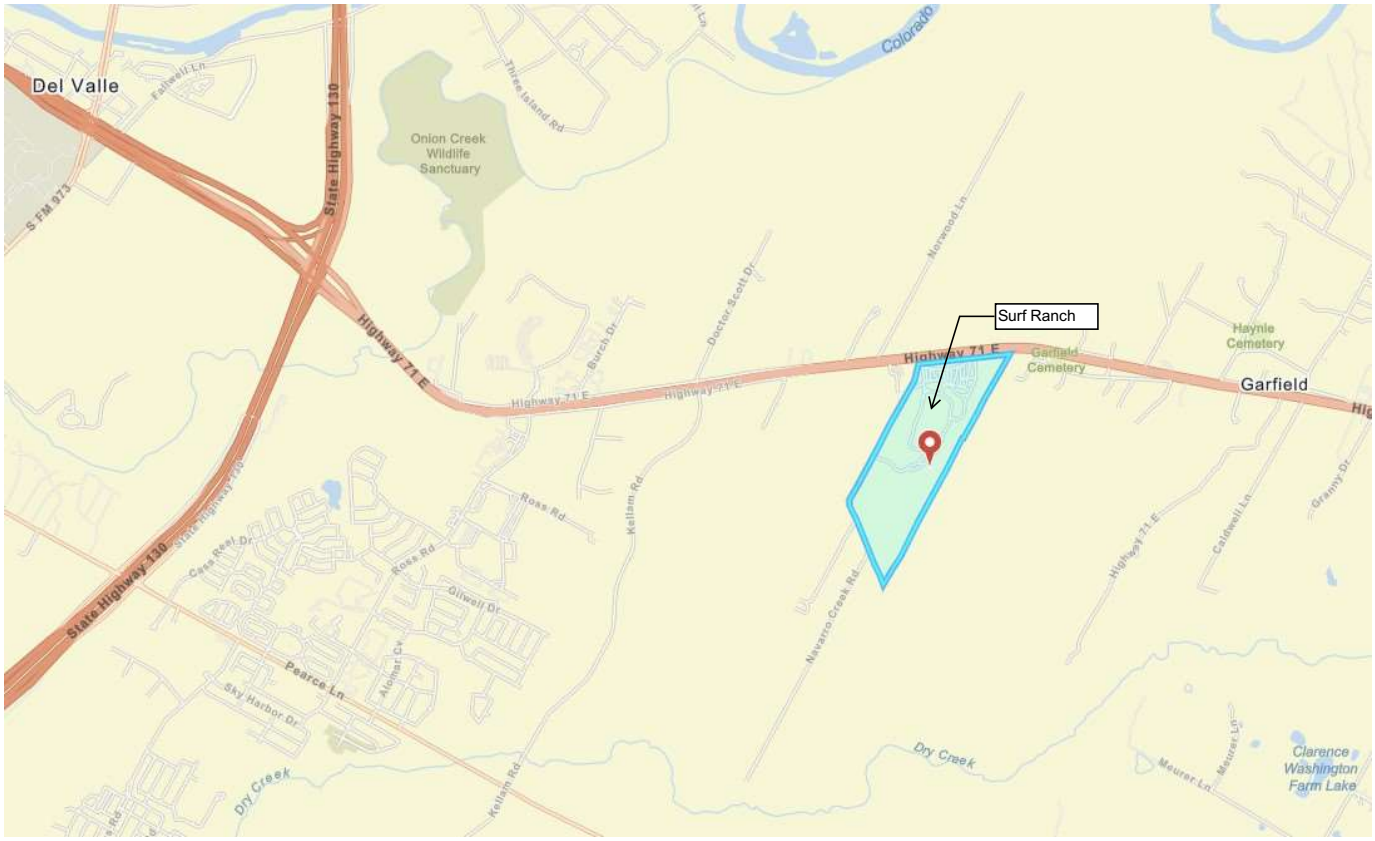
THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledge before me on the ____ day of _____, 2007 by _____, _____ of Travis County, Texas, a political subdivision of t he State of Texas, on behalf of said County.

_____

Notary Public Signature


Jonestown
Turkey Hollow
Highway 45
Volente
Pflugerville
Precinct 2
Precinct 1
Precinct 3
Manor
E Highway 290
Bee Cave
Austin
Surf Ranch
Del Valle
Garfield
Precinct 4
W Highway 290
Highway 290 W
Driftwood
Wyldwood
Elroy


Del Valle
Colorado
Onion Creek Wildlife Sanctuary
State Highway 130
S FM 973
Surf Ranch
Highway 71 E
Garfield Cemetery
Haynie Cemetery
Garfield
Ross Rd
Kellam Rd
Navarro Creek Rd
Pearce Ln
Dry Creek
Clarence Washington Farm Lake

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action to approve the relocation of existing barricades on Creedmoor Road. (Commissioner Gómez)

Prepared By/Phone Number: Pankaj Gupte, Engineer, 512-854-6433
Elected/Appointed Official or Department Head: Cynthia McDonald
Commissioners Court Sponsor(s): Commissioner Gomez, Precinct Four
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
There are existing barricades on Creedmoor road to discourage cut-through traffic from State Route 183 and FM 812. The property owners along Creedmoor road are in agreement with relocating the existing barricades to complete the missing roadway section.

The request is to relocate the existing barricades on Creedmoor road to approximately 550 feet north of the existing location. Staff has recommended that the Commissioners Court considers this change under Transportation Code Section 251.

Staff Recommendations:
Staff recommends relocation of existing barricades to a new location. This recommendation is made in accordance with Chapter 251 of the Transportation Code.

Issues and Opportunities:
N/A

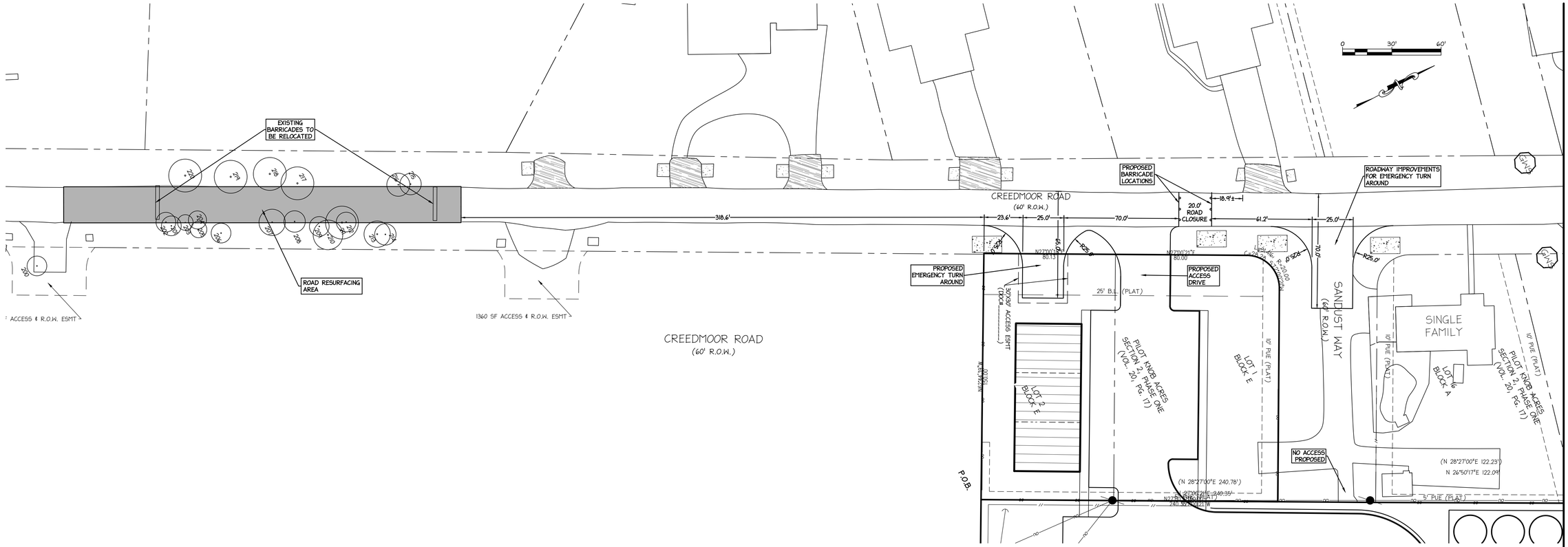
Fiscal Impact and Source of Funding:
N/A

Required Authorizations:

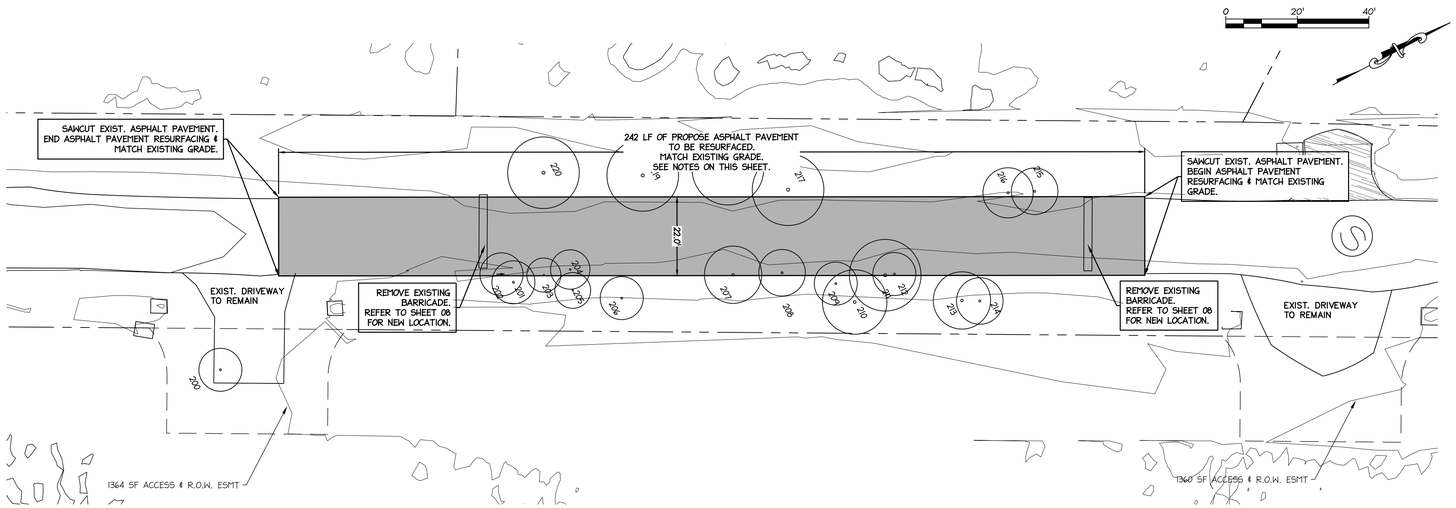
Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Tanner Voelkel	Asst. Director Planning & Admin	TNR	(512) 854-7675
Robert Valenzuelz	Public Works Director	TNR	(512) 854-7672
Mannar Tamirisa	Assistant Public Works Director	TNR	(512) 854-8757

Attachments:

1. Relocation of barricades on Creedmoor road



ROAD BARRICADE RELOCATION PLAN

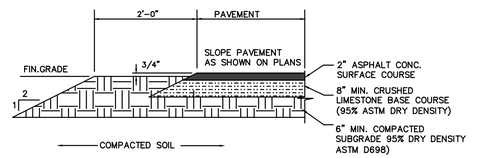


ROAD RESURFACING PLAN

LEGEND

#105 — TREE TO REMAIN

NEW ASPHALT PAVEMENT RESURFACING



PAVEMENT SECTION
W/O CURB AND GUTTER

NOTE:
ALL MATERIALS AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CITY OF AUSTIN STD.

TYPICAL HMAC PAVEMENT SECTIONS

SCALE: NONE

ASPHALT RESURFACING NOTES:
1. CLEAN ASPHALT SURFACE OF ANY LOOSE DEBRIS, BROKEN ASPHALT, AND ANY OTHER ITEMS THAT MAY PROTRUDE FROM THE SURFACE.
2. ALL PITS, POTHOLES AND ERODED SUB-LAYERS SHALL BE FILLED WITH SELECT FILL BASE MATERIAL AND COMPACTED TO 95% DENSITY.
4. MILL TOP LAYER OF REMAINING ASPHALT 1½" DEPTH.
5. ALL CRACKS SMALLER THAN ½" WIDTH SHALL BE FILLED AND SEALED PER MANUFACTURER'S SPECIFICATIONS
6. PLACE TACK COAT AND LAY NEW ASPHALT OVER MILLED SURFACE WITH ROLLER.
7. ALL NEWLY PLACED ASPHALT SHALL BE ROLLED SMOOTH TO ALLOW POSITIVE DRAINAGE.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

STATE OF TEXAS
MARCO E CASTANEDA
126967
REGISTERED
PROFESSIONAL ENGINEER
10/20/25

MARCO CASTANEDA, P.E.
CIVIL ENGINEERING
TBPE REG. NO. F-20049
5524 BEE CAVES ROAD, STE K2A
AUSTIN, TEXAS 78746
PHONE: (512) 785-8446
email: marco@sectexas.com

Yonder Warehouses
7007 Creedmoor Road
Austin, Texas 78719

ROAD BARRICADE RELOCATION & RESURFACING PLAN

PROJECT:
DATE: OCTOBER 20, 2025
DRAWN BY: MEC
CHECKED BY: MEC
SHEET NO.

05 OF 31

SP-2024-0468D

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive briefing regarding the 2025 Surface Water Quality Program Report. (Commissioners Shea & Howard)

Prepared By/Phone Number: Kiersten Ivy, Environmental Project Manager, 512-854-7688
Elected/Appointed Official or Department Head: Cynthia McDonald
Commissioners Court Sponsor(s): Commissioner Shea, Precinct Two
Commissioner Howard, Precinct Three
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
Surface water resources in the County are vital for public health, aquatic life, recreation, agriculture, and municipal water supply. In 2024, the Commissioners approved funding to establish a Surface Water Quality Program to monitor, assess, and protect the County's rivers, creeks, and streams, while supporting compliance with state and federal water quality regulations.

This agenda item requests an opportunity to provide the Commissioners Court with a brief presentation on the program's progress through the introduction of the County's inaugural Surface Water Quality Report, which will be produced annually moving forward. The presentation will describe the program's purpose and importance, provide an update on monitoring activities and partnerships to date, and explain how collected data are used to inform water quality assessments, watershed planning, and pollution prevention efforts. This discussion will help establish a shared understanding of the program's role, current activities, and future priorities as the County continues to address surface water challenges and opportunities.

Staff Recommendations:
Staff recommends the court receive the 2025 Water Quality Report.

Issues and Opportunities:
Travis County's surface water resources face a variety of water quality pressures driven by rapid population growth, urbanization, and diverse land uses. Key challenges include elevated bacteria concentrations in urban and suburban streams caused by stormwater runoff, aging wastewater infrastructure, failing on-site sewage systems, and other non-point sources such as pet waste. Increased impervious cover and altered hydrology have intensified sediment transport and streambank erosion. In karst and Hill Country areas, rapid subsurface flow increases the vulnerability of spring-fed systems and

tributaries to contaminant transport. Nutrient enrichment from both urban and agricultural runoff contributes to excessive algal growth and occasional low dissolved oxygen conditions in stagnant or slow-moving waterways. Episodic flooding and drought further complicate monitoring and management by concentrating on pollutants during low flows and mobilizing pollutant loads during storm events. These challenges highlight the importance of sustained watershed monitoring, public outreach, and integrated watershed management to protect the designated uses of Travis County's rivers, creeks, and reservoirs.

Fiscal Impact and Source of Funding:
N/A

Required Authorizations:

Cynthia C. McDonald	TNR County Executive	TNR	(512) 854-9418
Tanner Voelkel	Asst. Director Planning & Admin	TNR	(512) 854-7675
Emily Ackland	NREQ Division Director	TNR	(512) 854-7212
David Peyton	EQ Assistant Director, Water Resources	TNR	(512) 854-7686

Attachments:
1. SWQM Report Presentation
2. 2025 Annual Water Quality Report_Final



Travis County Surface Water Quality First Annual Report

Commissioners Court Presentation 1/27/26





First Annual Program Report Outline

- Surface Water Quality Monitoring
- Wastewater Discharge Permit Monitoring
- Outreach and Education

Meet the Team

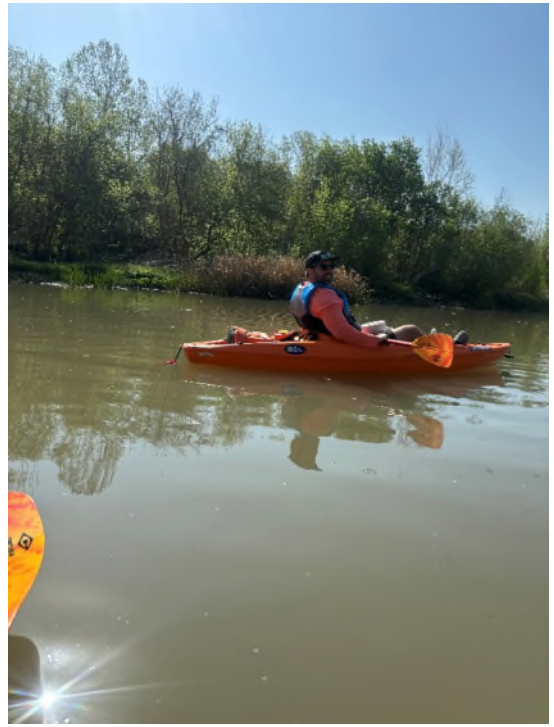
Kiersten Ivy
Environmental Program Manager

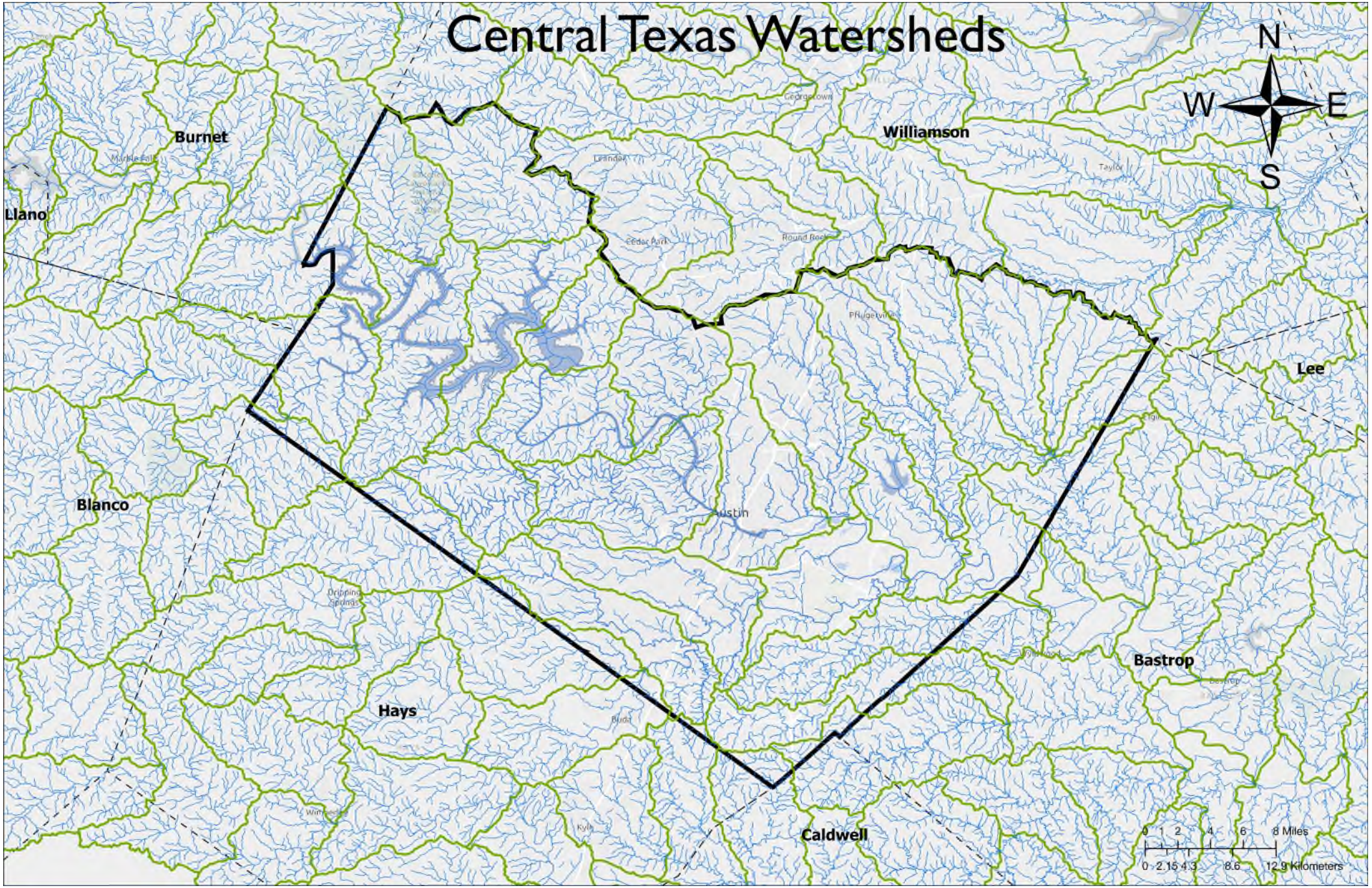


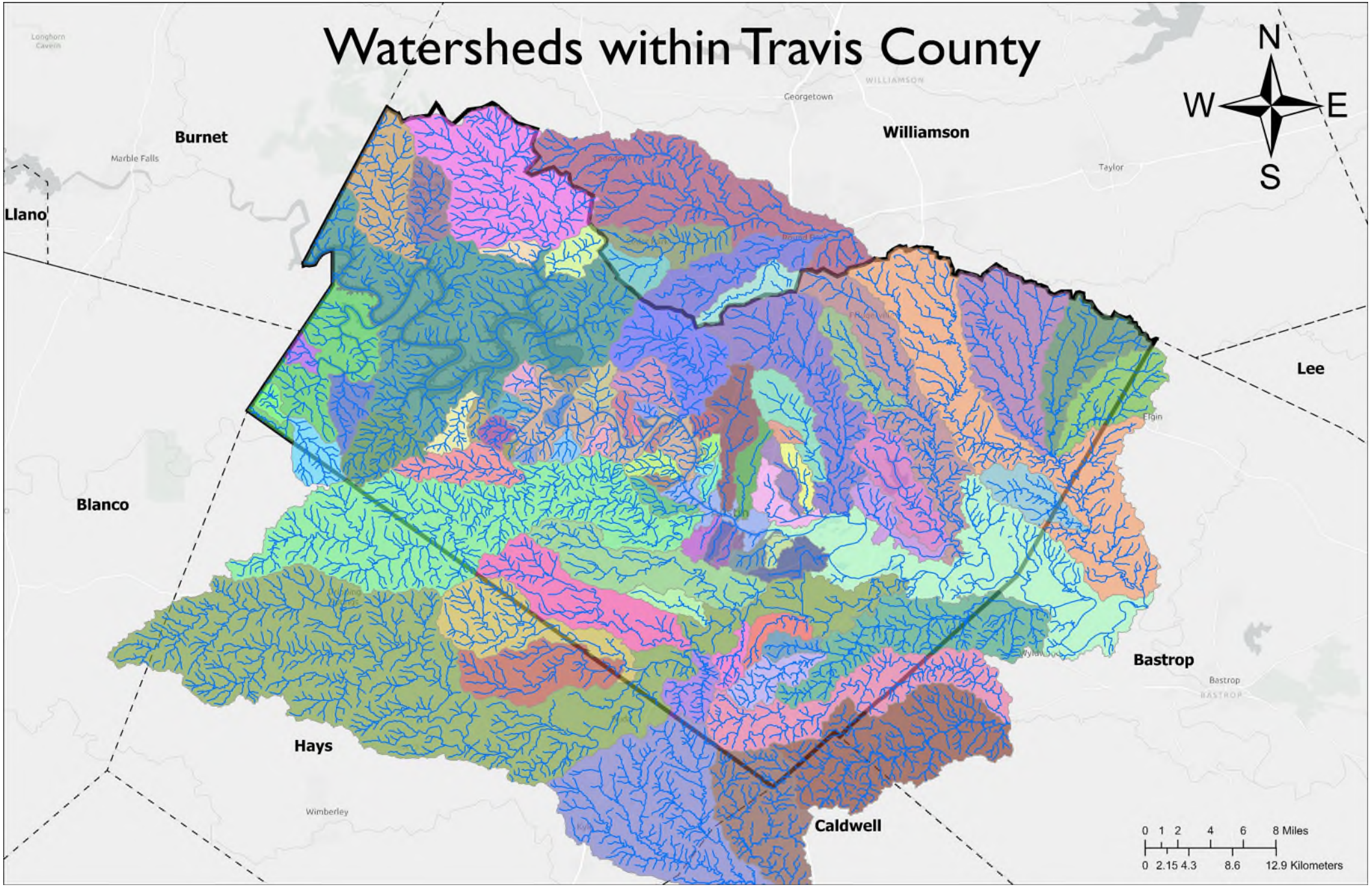


Ryan Petr
Environmental Specialist Sr






Central Texas Watersheds
N
W
E
S
Burnet
Williamson
Llano
Lee
Blanco
Bastrop
Hays
Caldwell
0 1 2 4 6 8 Miles
0 2.15 4.3 8.6 12.9 Kilometers


Watersheds within Travis County
N
W
E
S
Burnet
Williamson
Llano
Lee
Blanco
Bastrop
Hays
Caldwell
Georgetown
Marble Falls
Taylor
Elgin
Bastrop
Wimberley
0 1 2 4 6 8 Miles
0 2.15 4.3 8.6 12.9 Kilometers

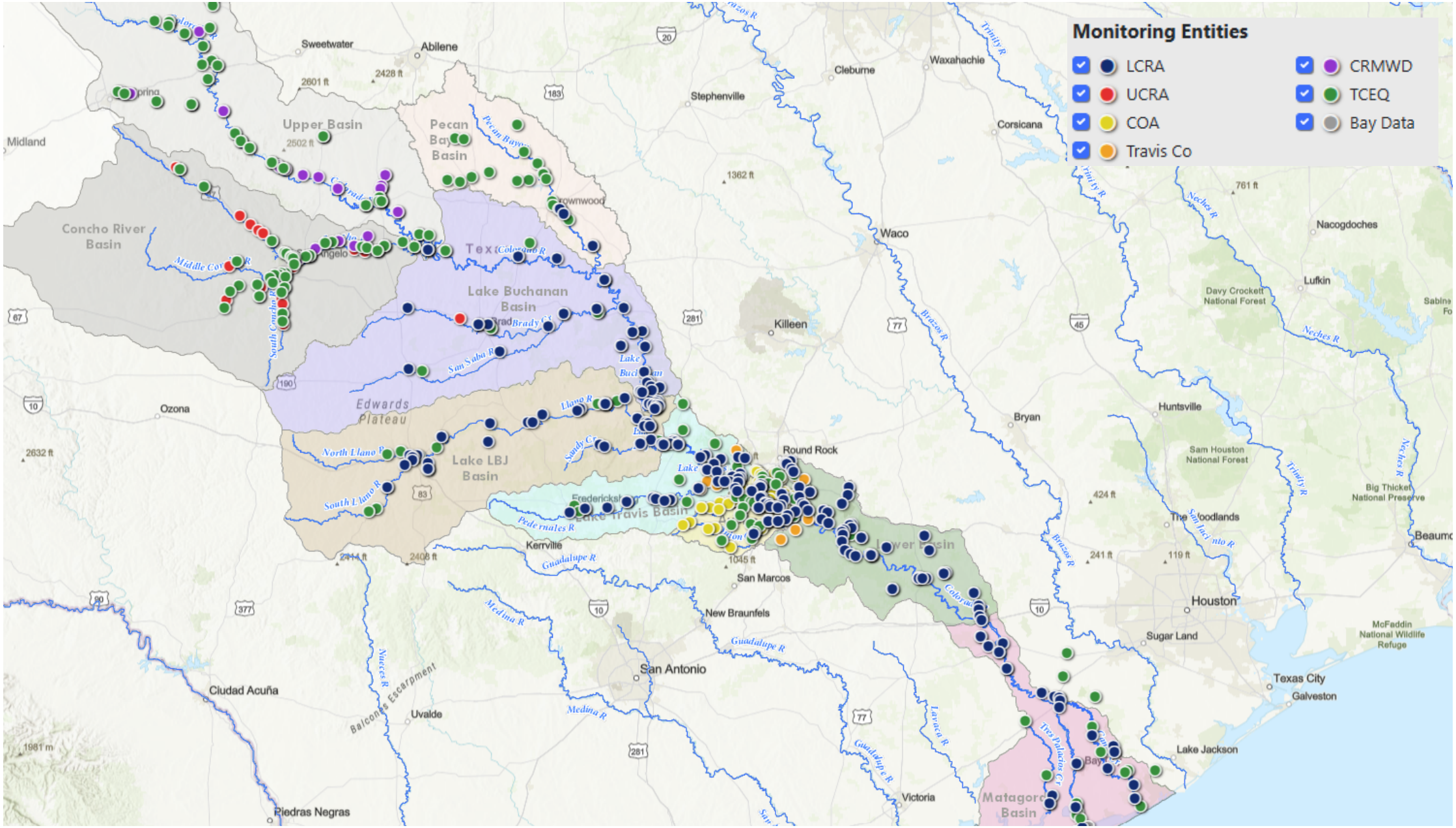
Surface Water Quality Sampling



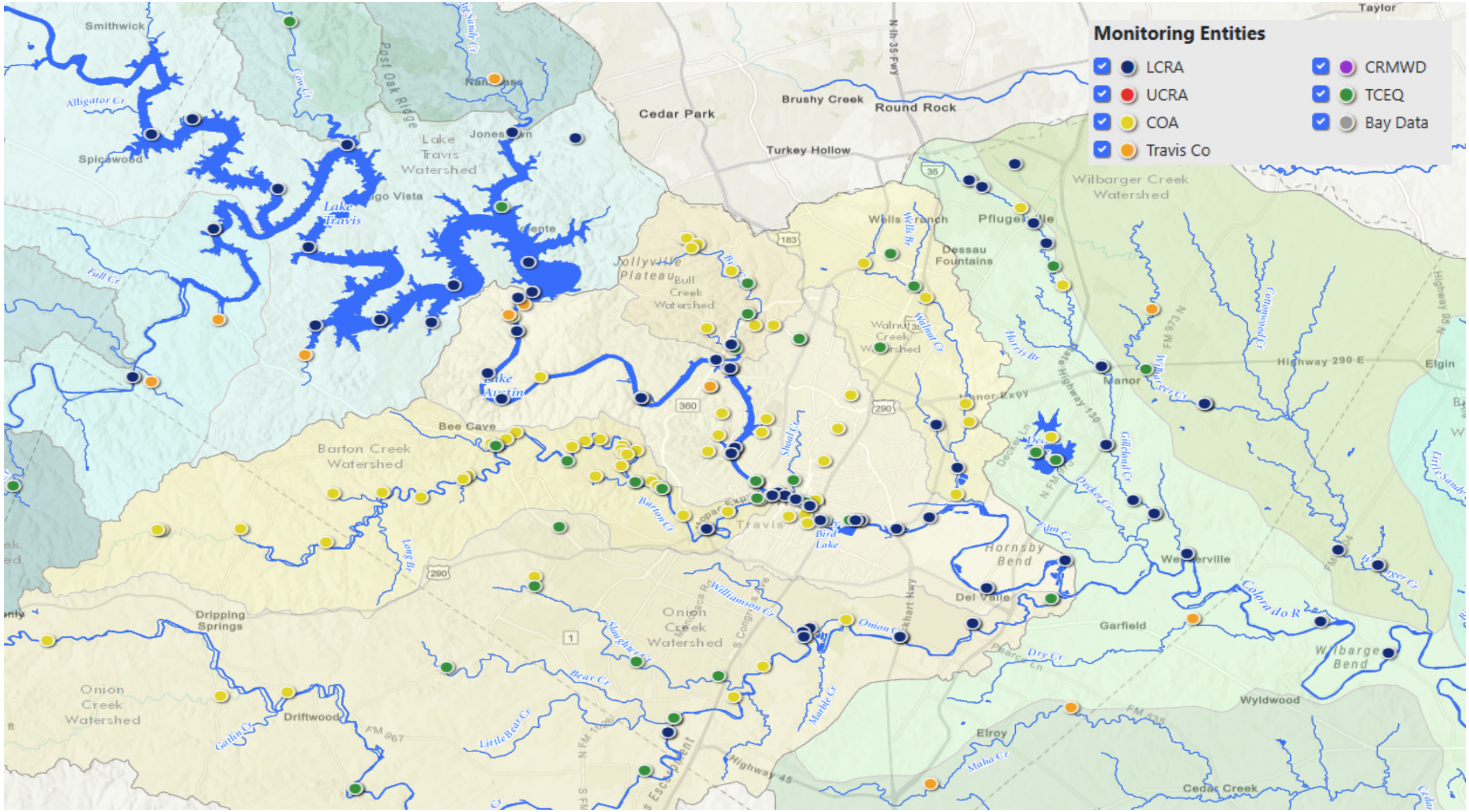
Clean Rivers Program

- Est. 1991 :Texas Water Code, Section 26.0135, Clean Rivers Program Rule in the Texas Administrative Code, Chapter 220 https://waterquality.lcra.org/

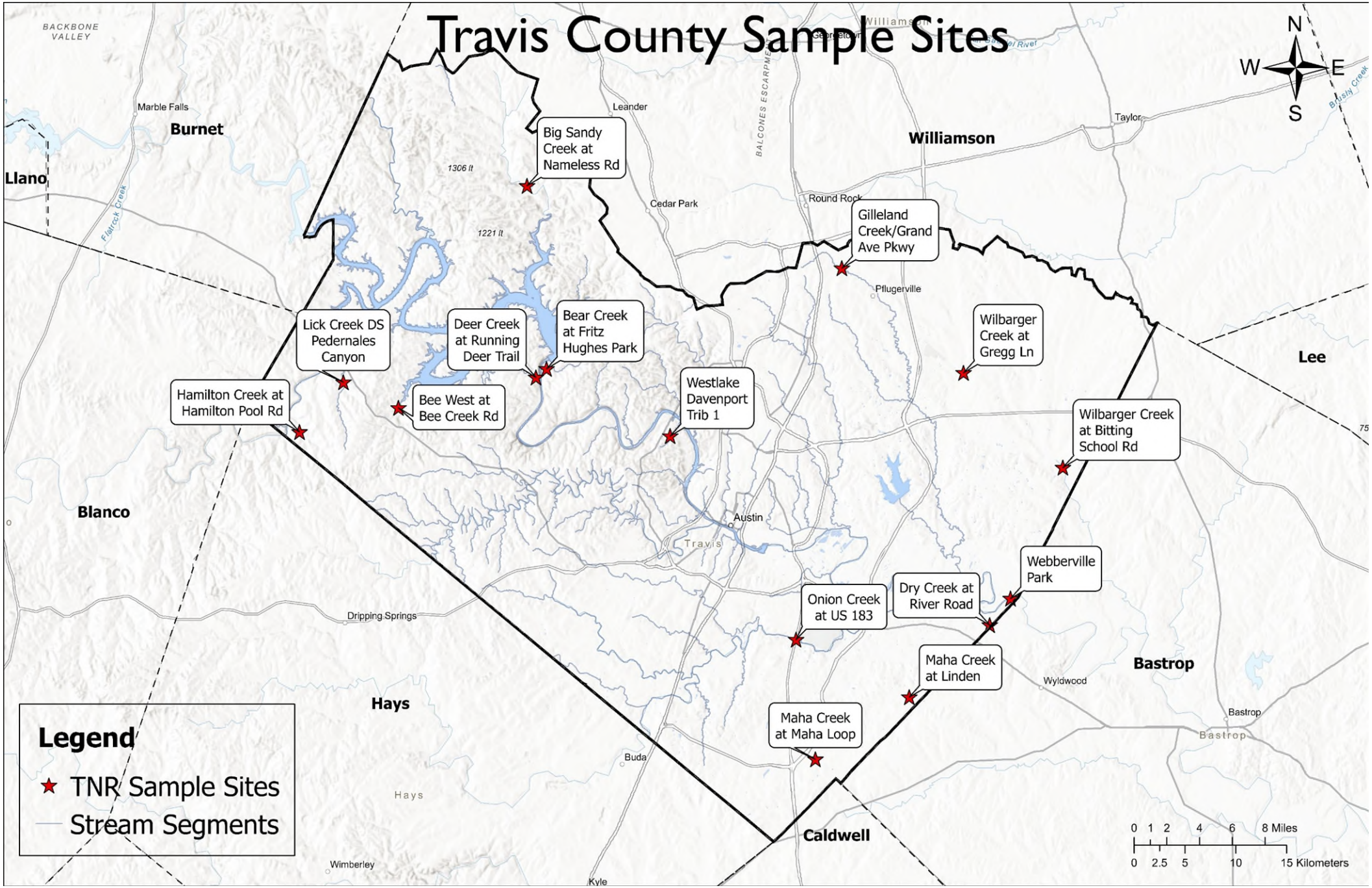
- LCRA, TCEQ, and COA collaborate to fills data gaps throughout watershed, data collected is included in the State Integrated Report
- Calendar Year is September-August



Map courtesy of LCRA



Map courtesy of LCRA


Travis County Sample Sites
Big Sandy Creek at Nameless Rd
Lick Creek DS Pedernales Canyon
Deer Creek at Running Deer Trail
Bear Creek at Fritz Hughes Park
Bee West at Bee Creek Rd
Hamilton Creek at Hamilton Pool Rd
Westlake Davenport Trib 1
Gilleland Creek/Grand Ave Pkwy
Wilbarger Creek at Gregg Ln
Wilbarger Creek at Bitting School Rd
Webberville Park
Dry Creek at River Road
Onion Creek at US 183
Maha Creek at Linden
Maha Creek at Maha Loop
Legend
TNR Sample Sites
Stream Segments
Burnet
Llano
Williamson
Lee
Blanco
Hays
Caldwell
Bastrop
Travis
Austin
Round Rock
Cedar Park
Pflugerville
Leander
Taylor
Marble Falls
Dripping Springs
Buda
Kyle
Wimberley
Wyldwood
Bastrop
N
S
E
W
0 1 2 4 6 8 Miles
0 2.5 5 10 15 Kilometers

Surface Water Quality Sampling

- **Quarterly conventional sampling at 15 sites**

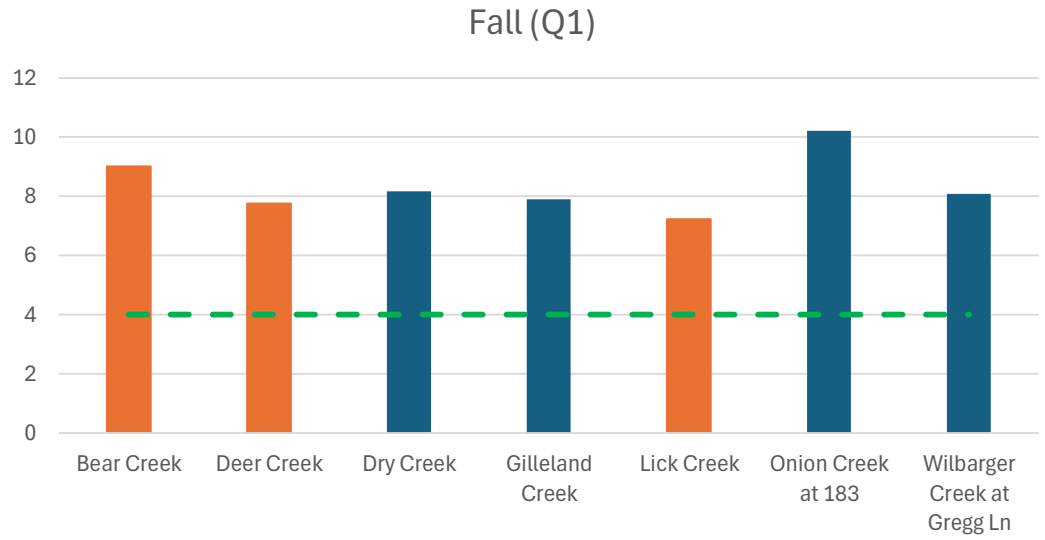
  -Field parameters: Temperature, pH, specific conductance, dissolved oxygen, turbidity, transparency, total flow

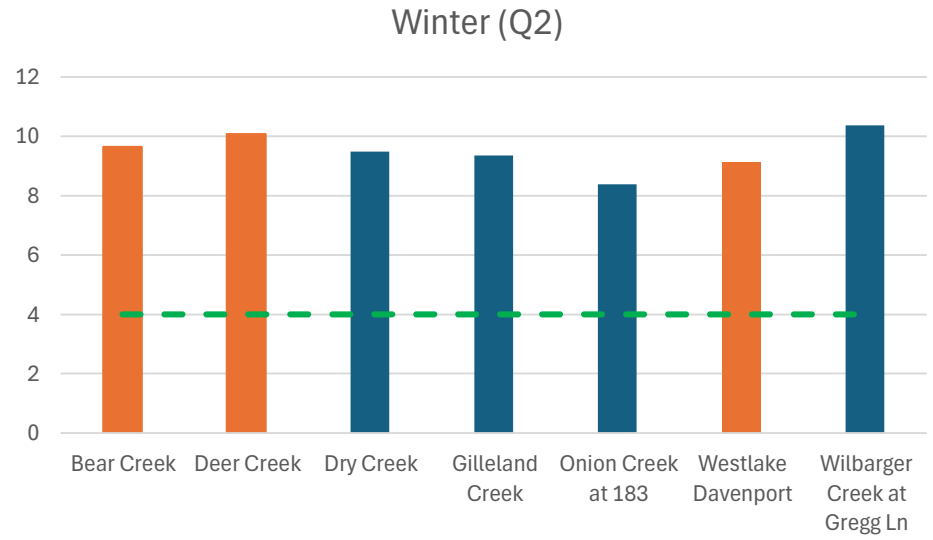
  -Lab parameters: Total suspended solids (TSS), Nitrogen (ammonia, total Kjeldahl, nitrate/nitrite), Phosphorus (total phosphorus and orthophosphate), chloride, sulfate, E. coli, Pheophytin-A, and Chlorophyll-A
- **Annual Macroinvertebrate sampling**
- **Biannual kayak sampling of Colorado River**

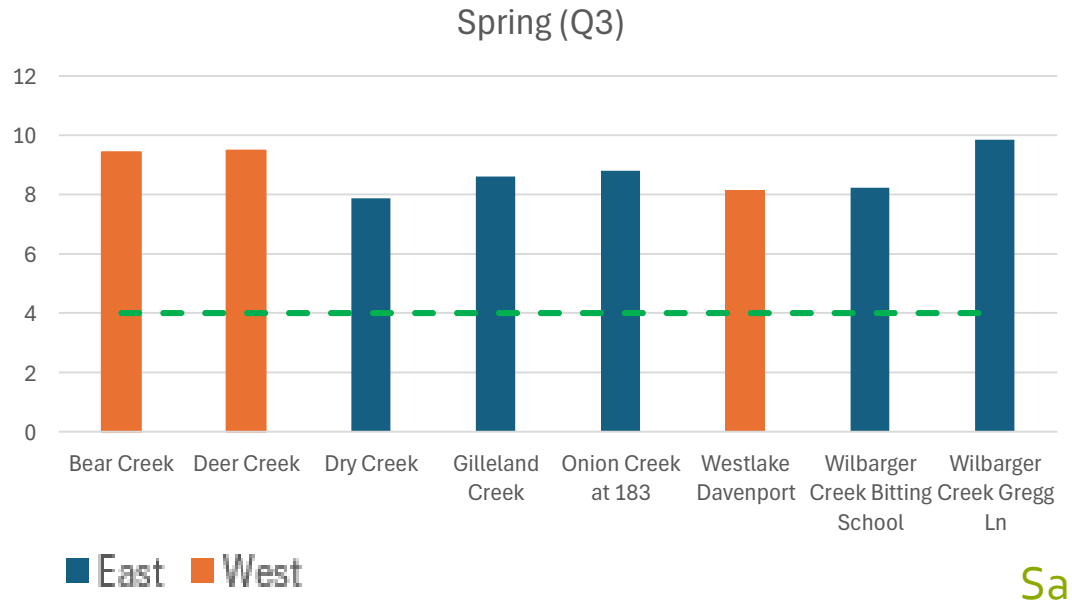


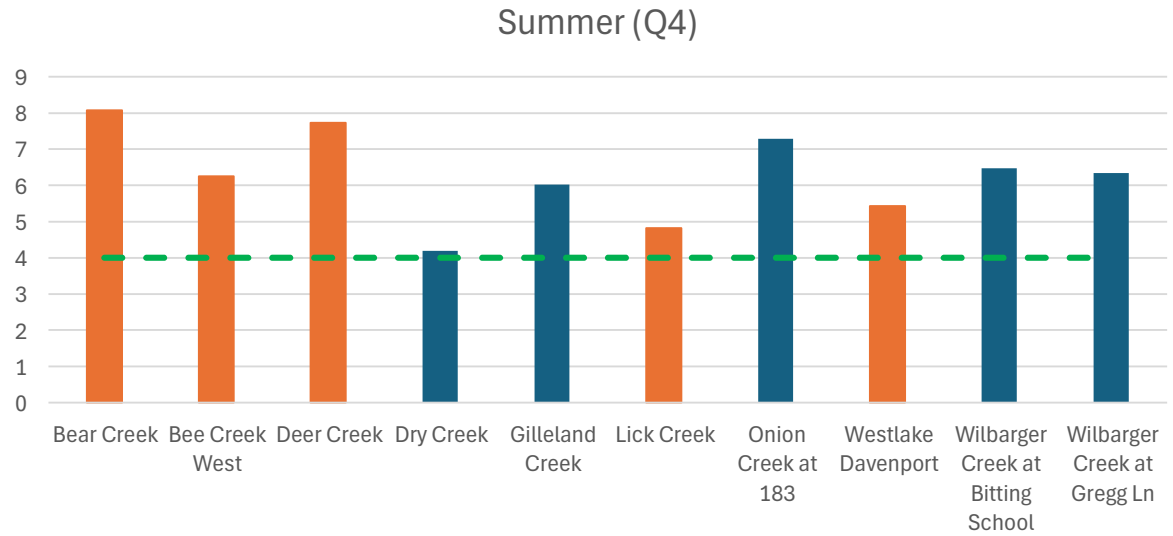
Sampling Year 2025 Dissolved Oxygen (DO)

DO (mg/L)





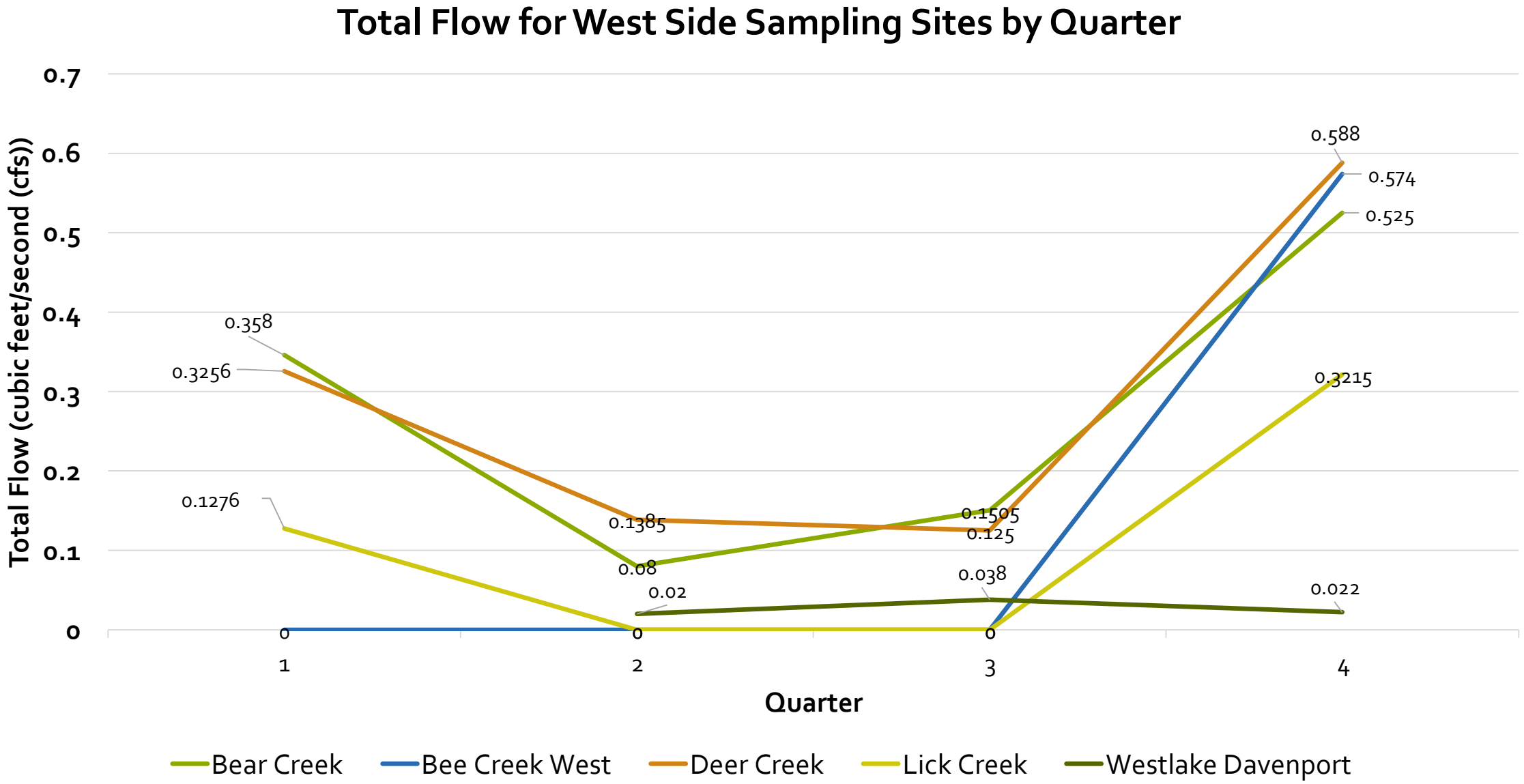




Sampling Sites

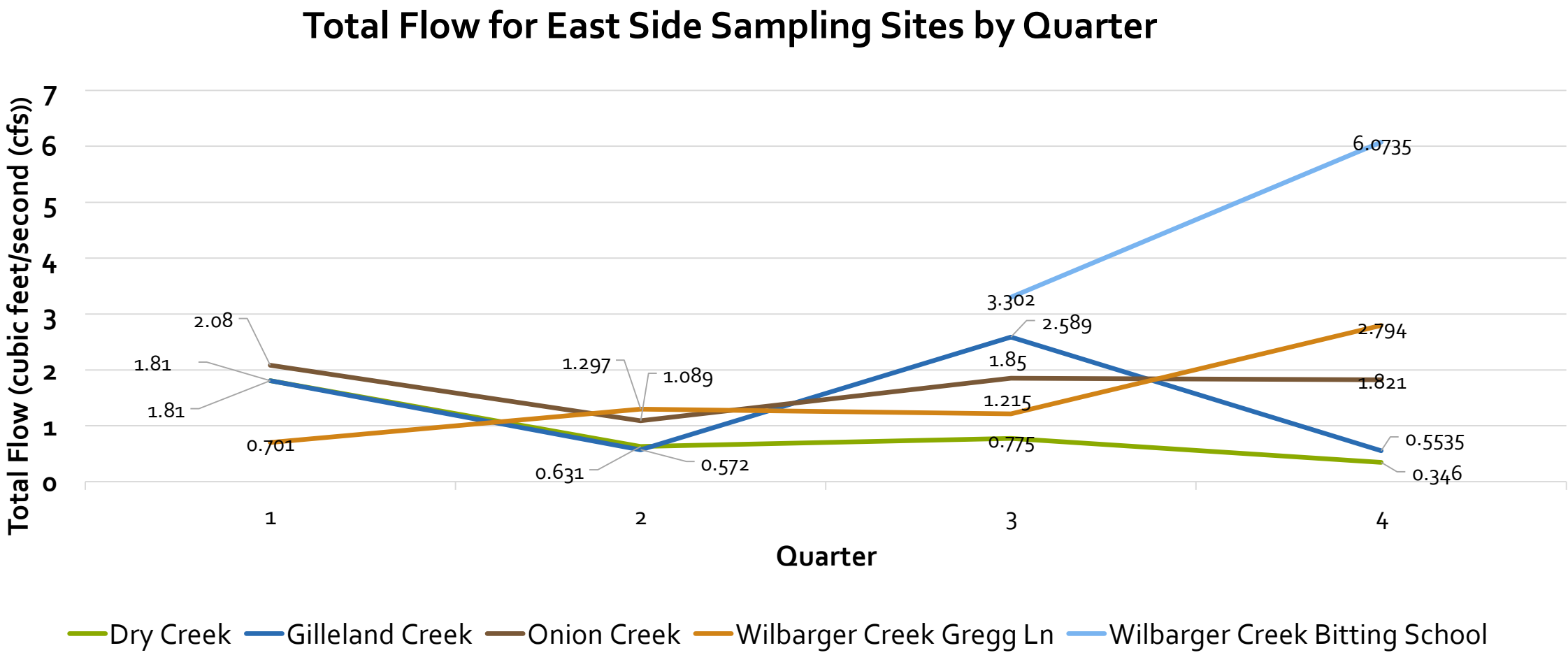
Sites not sampled: Hamilton Creek, Big Sandy Creek, Maha Creek at Linden, Maha Creek at Maha Loop

Sampling Year 2025 Total Flow



Sites not sampled: Hamilton Creek, Big Sandy Creek

Sampling Year 2025 Total Flow



Sites not sampled: Maha Creek at Linden, Maha Creek at Maha Loop

Big Sandy Creek Monitoring

- Sample Site visited quarterly beginning Fall 2024
- Provided report that as of 10/2025, water quality parameters were within normal limits, below TCEQ surface water quality thresholds, and nothing of concern was noted.

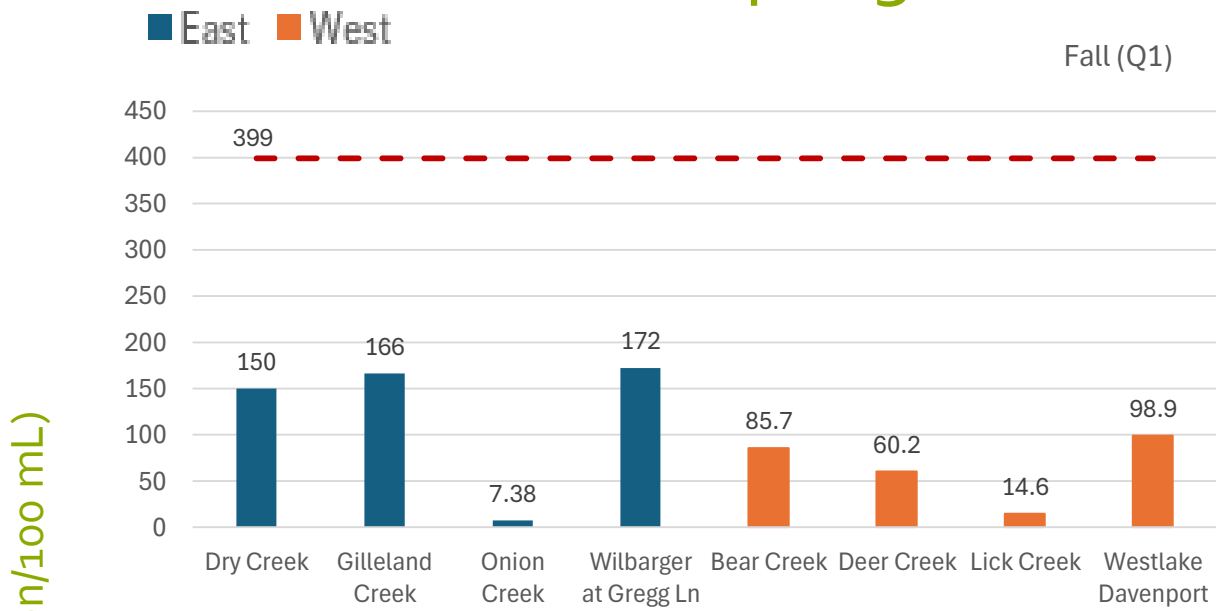


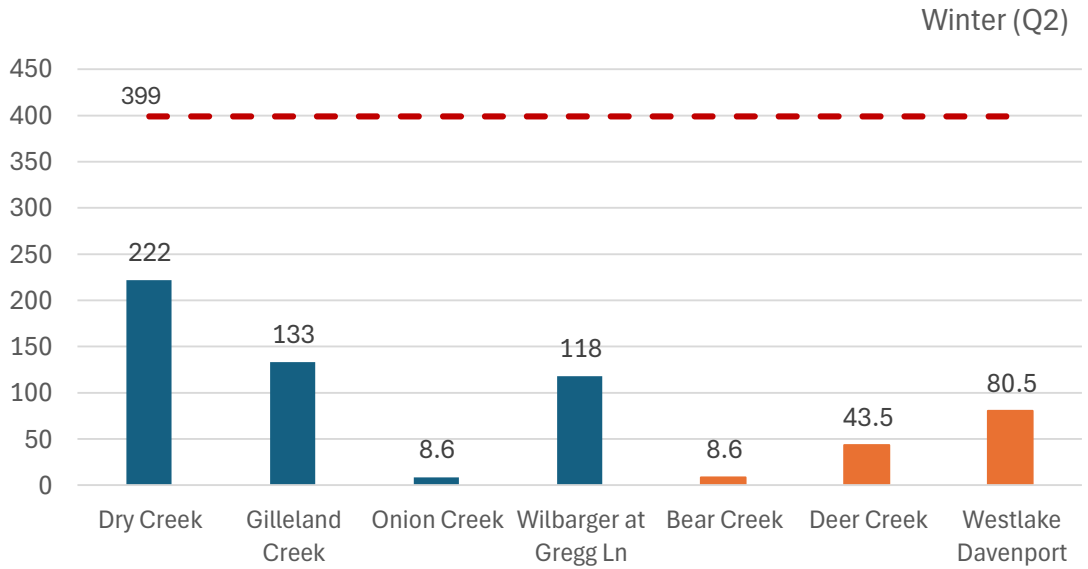


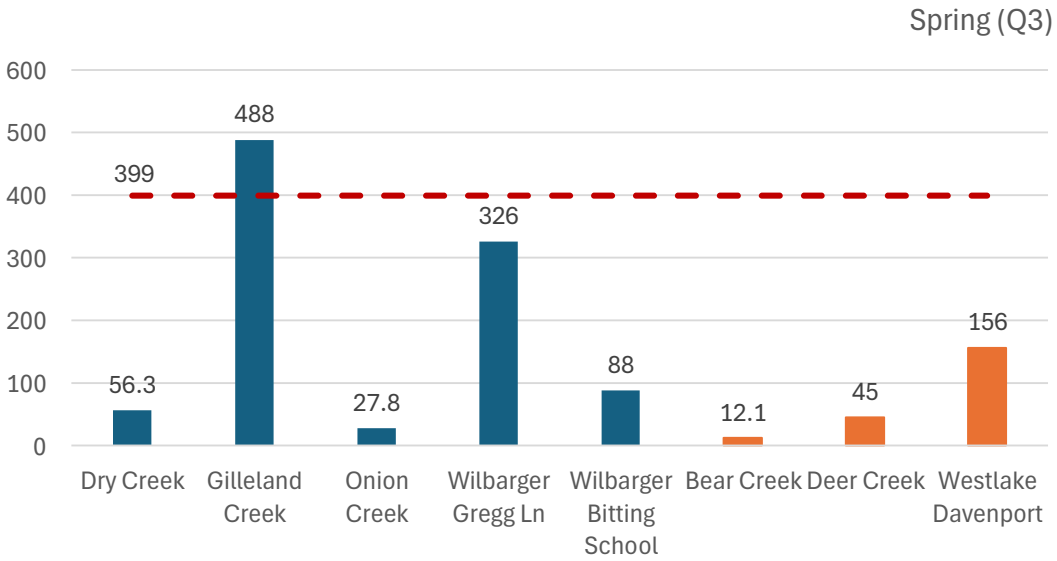


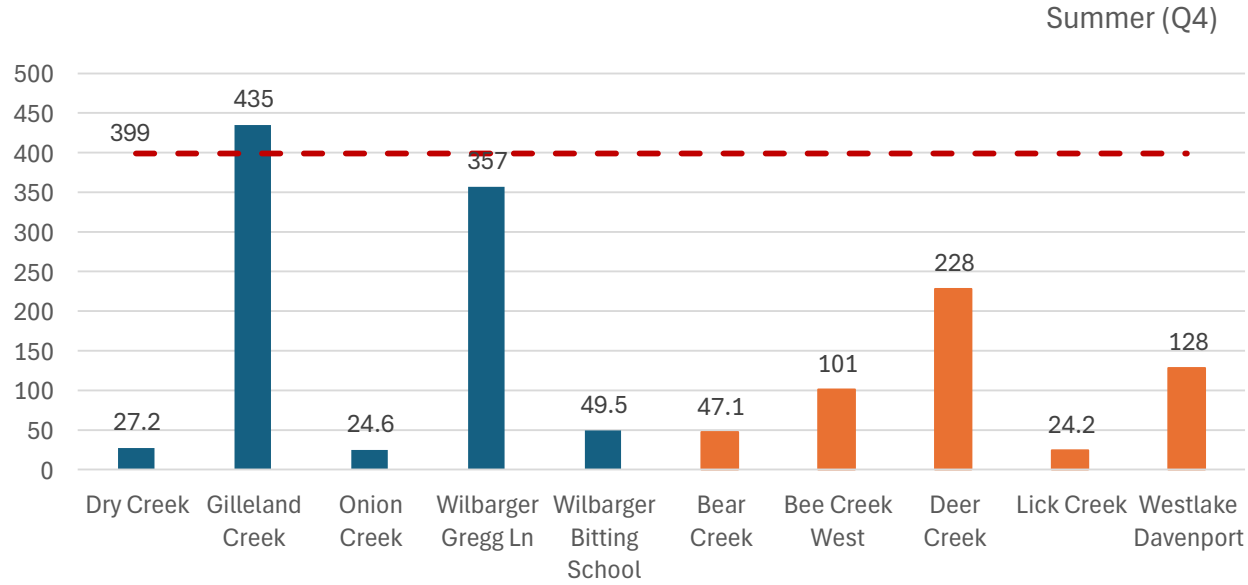


Sampling Year 2025 E. coli Test Results





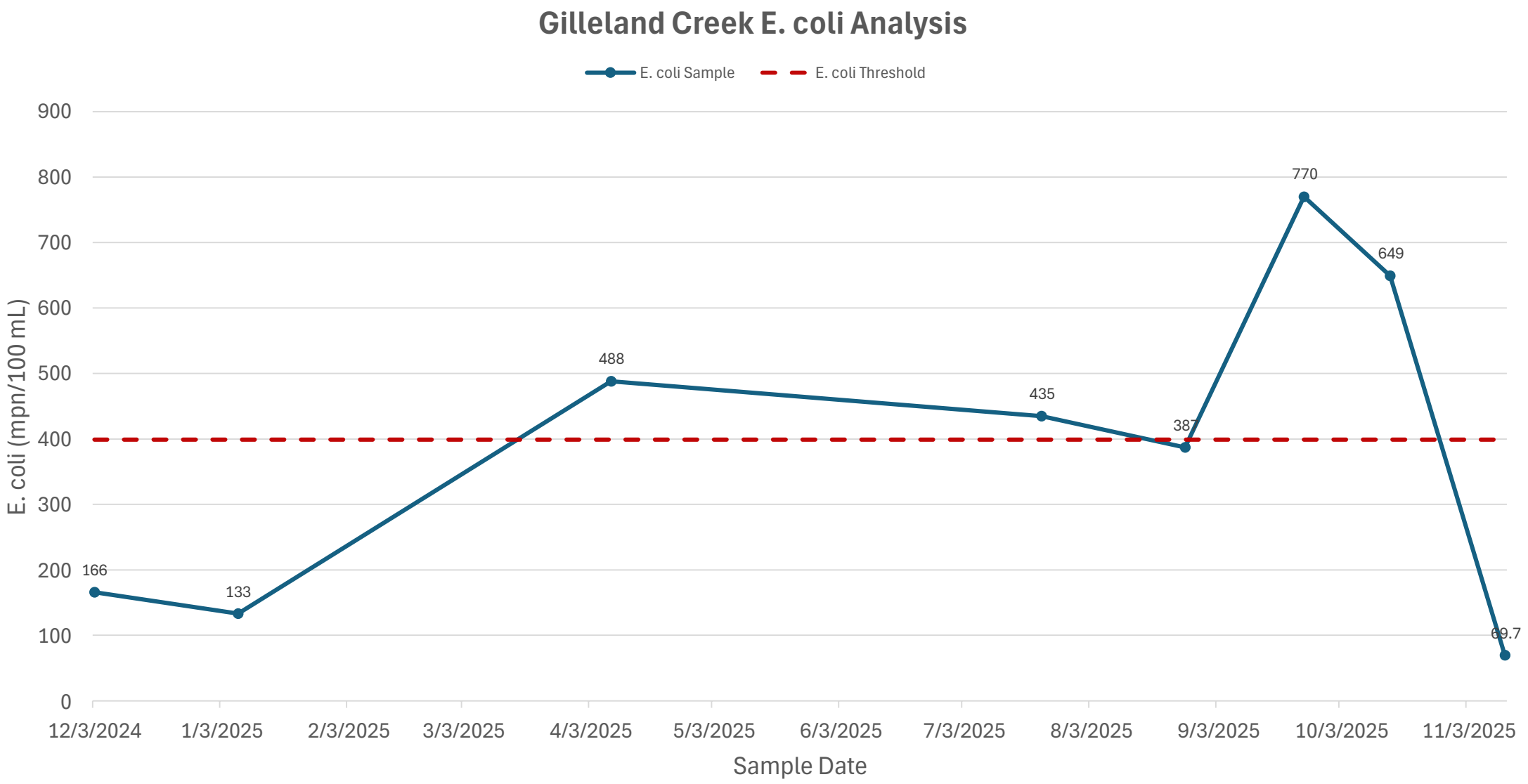




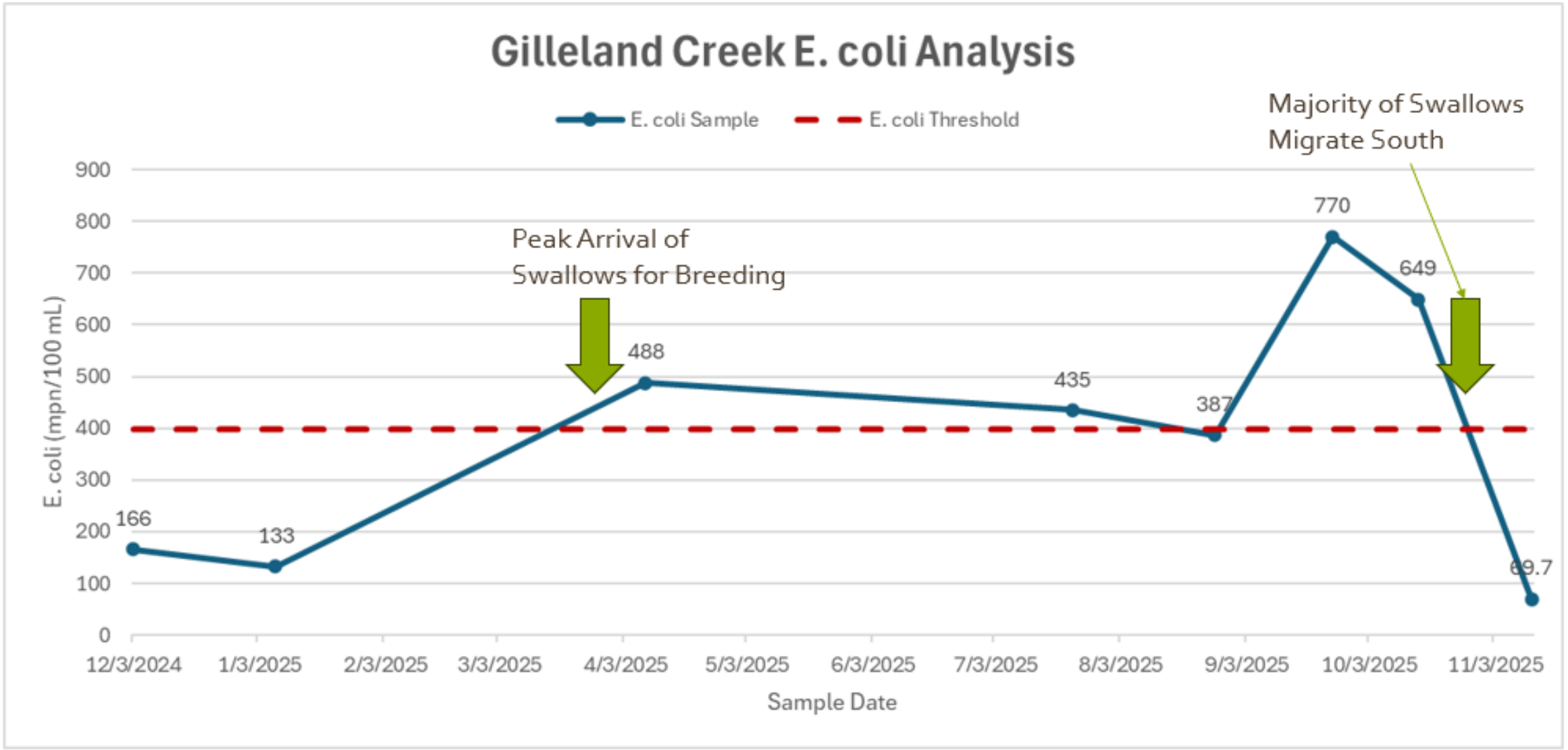
Sampling Sites

Sites not sampled: Hamilton Creek, Big Sandy Creek, Maha Creek at Linden, Maha Creek at Maha Loop

Gilleland Creek E. coli Tracking



Gilleland Creek E. coli Tracking



Wastewater Discharge Monitoring

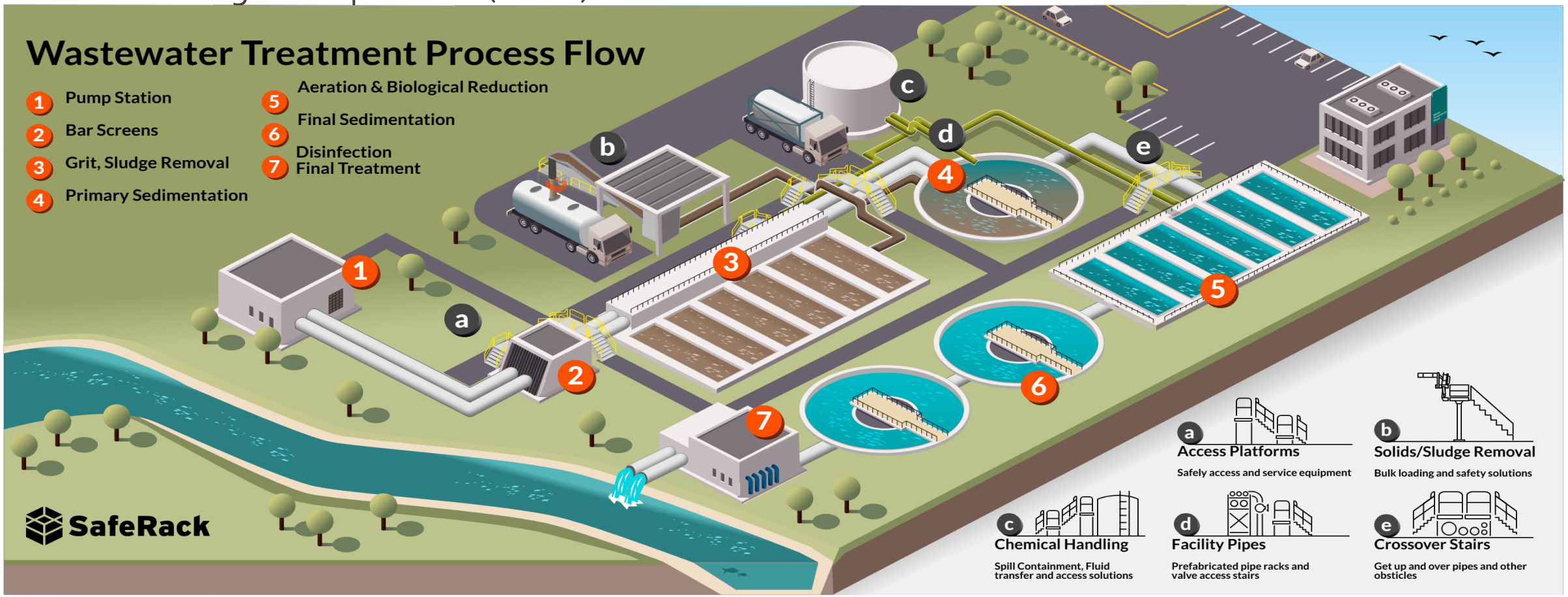
- **Tracking of TCEQ Texas Pollutant Discharge Elimination System (TPDES) and Texas Land Application Permit (TLAP) permits**



Wastewater Discharge Monitoring

Texas Pollutant Discharge Elimination System (TPDES)

- A permit issued and regulated by TCEQ, that authorizes entities to discharge pollutants directly into Texas surface waters to control industrial, municipal, and stormwater pollution, ensuring businesses control runoff and meet water quality standards through specific requirements and best management practices (BMPs)

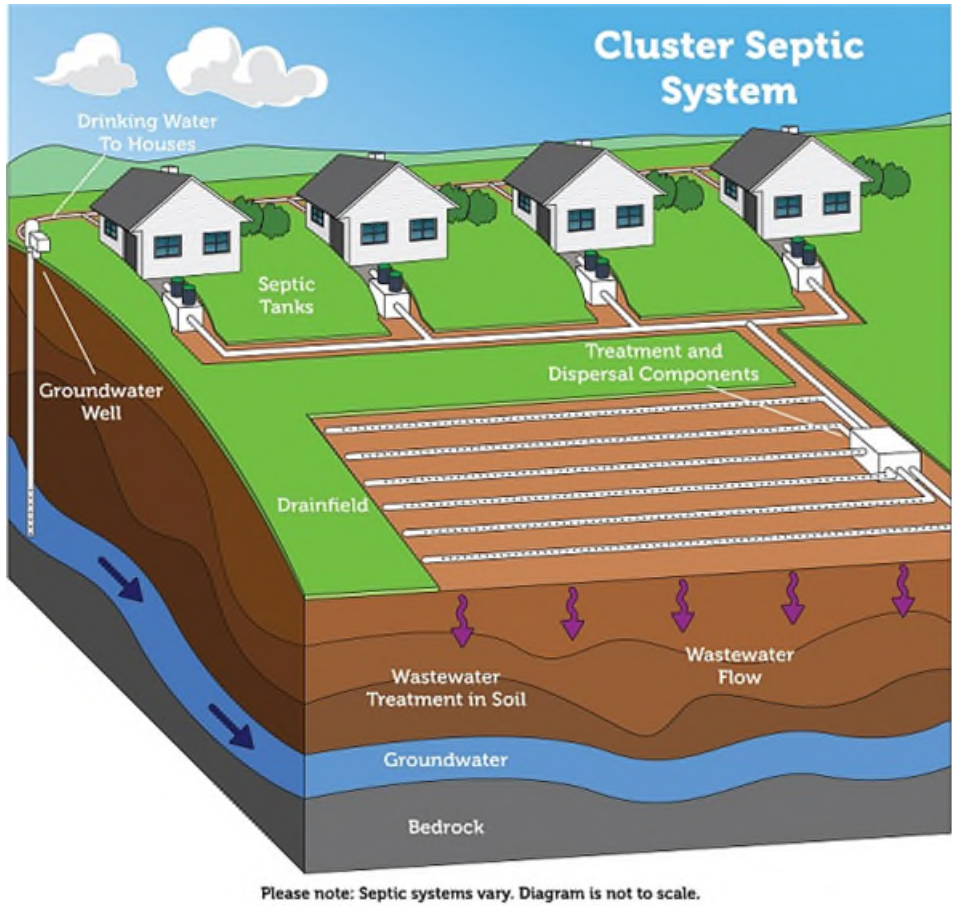


https://saferack.com/stories/steps-of-a-wastewater-treatment-plant/

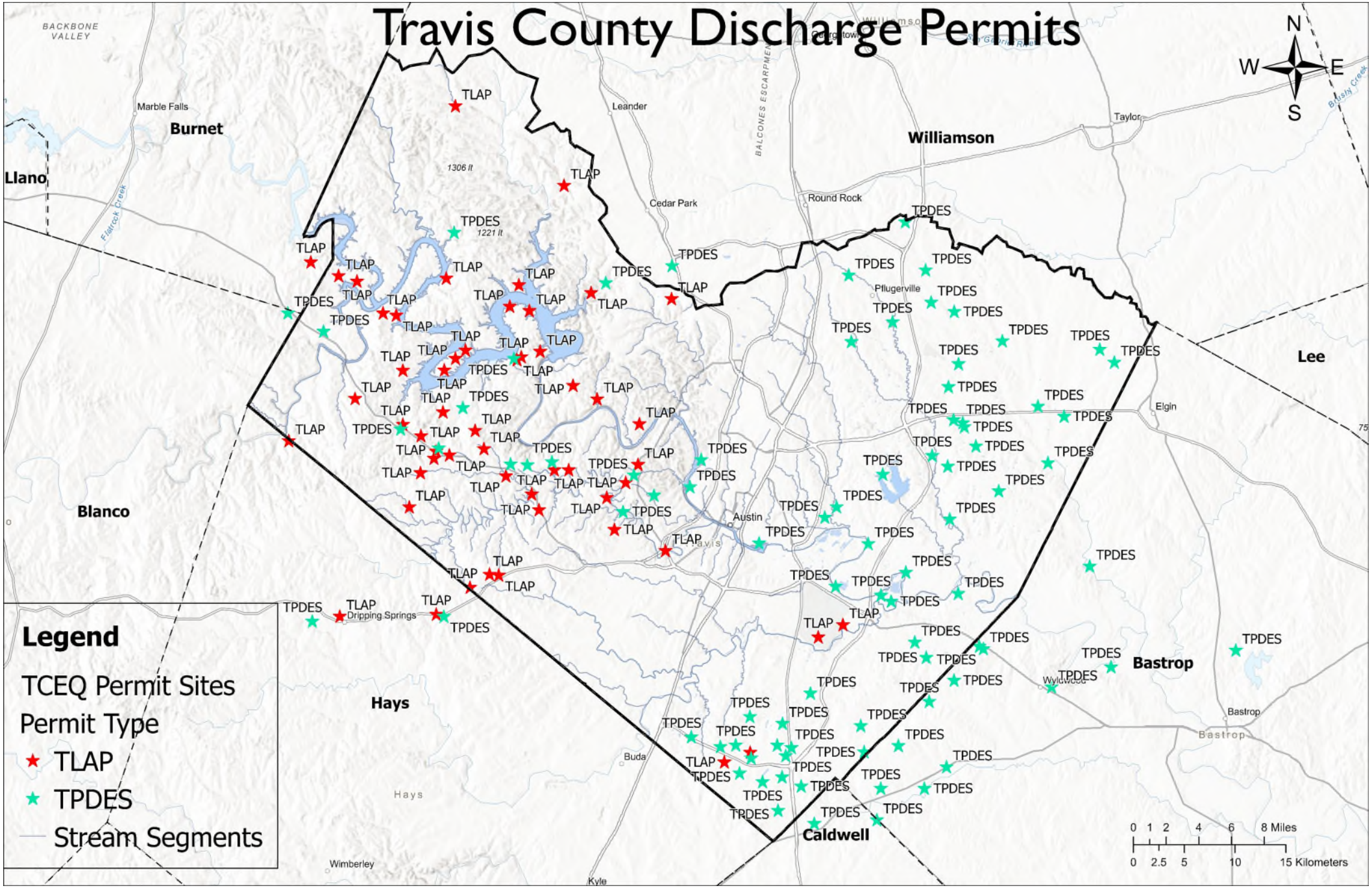
Wastewater Discharge Monitoring

Texas Land Application Permit (TLAP) permits

- A permit issued and regulated by TCEQ for disposing of treated wastewater (biosolids/effluent) onto land to allow beneficial reuse (irrigation, evaporation) while protecting public health and groundwater.



https://www.epa.gov/septic/types-septic-systems#dripdistribution


Travis County Discharge Permits
N
W
E
S
Legend
TCEQ Permit Sites
Permit Type
TLAP
TPDES
Stream Segments
Burnet
Llano
Blanco
Hays
Williamson
Lee
Bastrop
Caldwell
Marble Falls
Leander
Cedar Park
Round Rock
Pflugerville
Taylor
Elgin
Austin
Dripping Springs
Buda
Kyle
Wimberley
Bastrop
0 1 2 4 6 8 Miles
0 2.5 5 10 15 Kilometers

Wastewater Discharge Monitoring

Water Quality

- Assists water quality monitoring efforts and help point source pollution for spill or discharge event mitigation
- https://www.savetexasstreams.org/

Collaboration & Informed Decisions

- Attendance at working groups with regional stakeholders including LCRA, SOSA, Save Texas Springs (formerly SBCA), Hill Country Alliance, and COA
- Attendance at TCEQ public hearings and inform commissioners, as needed

Outreach & Education













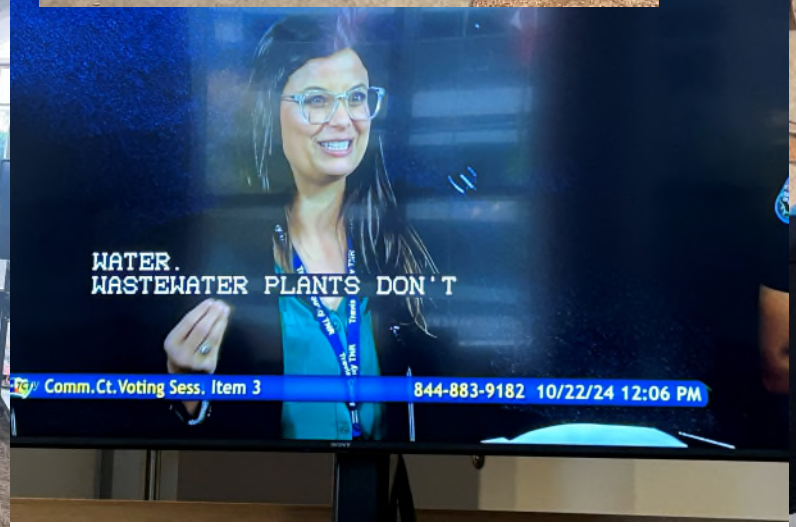
Outreach & Education













Outreach & Education Future Goals

- Continue Clean up Events
- HOA/POA Business Meeting Presentations
- Continue to present and attend conferences



Outreach & Education Future Goals

- **Partnerships with ISDs**
  Aim to demo or presentation at a school quarterly.



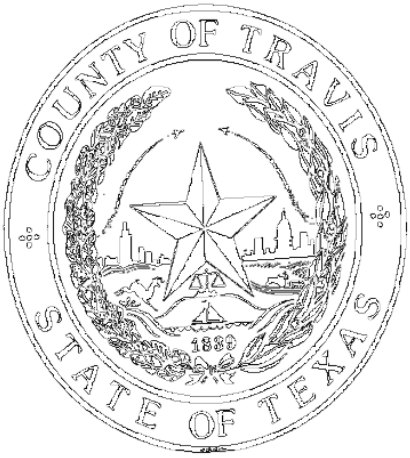
Outreach & Education Future Goals

- **Internal Volunteer Water Monitoring Project**
  Train Parks staff to use water quality testing kits to monitor creeks monthly throughout TC Parks to help fill data gaps and facilitate interdepartmental collaboration.



Questions or Comments?





2025

Travis County Surface Water Quality Program Report

Transportation and Natural Resources - Environmental Quality
Kiersten Ivy, Environmental Program Manager
Ryan Petr, Environmental Specialist Sr

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FORWARD

Travis County's creeks and streams are vital public resources. They support wildlife, reflect the health of our watersheds, and connect our communities to the landscape as the county continues to grow and change. Protecting these waterways requires sound science, consistent monitoring, and a clear understanding of existing conditions.

This report represents an important first step in that effort. The findings summarized here provide a practical, data-driven snapshot of surface water quality across Travis County at a moment in time. While one year of monitoring cannot define long-term trends, it establishes a critical baseline against which future conditions can be measured and evaluated.

The information presented in this report helps County leadership, partner agencies, and the public better understand where our streams are resilient and where they may be vulnerable particularly in the context of low-flow conditions, rapid growth, and increasing wastewater discharges. It also highlights the value of continued monitoring and public engagement as essential tools for protecting water quality and public health.

As Travis County plans for the future, this baseline will serve as a foundation for informed decision-making, responsible development, and proactive stewardship of our creeks and streams. Continued investment in monitoring, outreach, and collaboration will ensure that these waterways remain healthy and accessible for generations to come.

ACKNOWLEDGEMENTS

Travis County extends its sincere appreciation to the Travis County Commissioners Court for its leadership, guidance, and continued support of surface water quality monitoring and watershed protection efforts. Their commitment to data-driven decision-making has been essential to advancing this work and ensuring the long-term stewardship of the County's natural resources.

We also gratefully acknowledge the many Travis County departments whose collaboration and expertise contributed to the success of this effort. Cross-departmental cooperation strengthens our ability to monitor, understand, and respond to water quality challenges across the county.

Special thanks are extended to our partner agencies, including the Lower Colorado River Authority (LCRA) and the City of Austin, for their technical support, data sharing, and ongoing collaboration. These partnerships are critical to building a comprehensive understanding of regional water quality conditions and addressing shared challenges.

Finally, we thank the citizens of Travis County for their interest, participation, and support. Public engagement through community involvement, education, and stewardship plays a vital role in protecting our creeks and streams. This work would not be possible without the shared commitment of residents who care deeply about the health of our waterways and the future of our community.

EXECUTIVE SUMMARY

Travis County's creeks and streams are essential public resources that support aquatic life, reflect watershed health, and contribute to the quality of life for residents as the county continues to grow. Recognizing the importance of protecting these waterways through sound science and informed decision-making, Travis County completed one year of surface water quality monitoring to establish a baseline of current conditions across representative creeks and streams.

While one year of data is not sufficient to identify long-term trends, the monitoring results provide a clear, data-driven snapshot of existing conditions and a critical foundation for future evaluation. Overall, water quality across most monitored sites met basic state standards. Dissolved oxygen levels were adequate to support aquatic life at all locations, and aquatic insect communities generally indicated healthy stream conditions.

Low-flow conditions were a significant finding throughout the monitoring year. Many creeks particularly in western Travis County and in parts of eastern Travis County experienced little or no flow for extended periods. These conditions increase the vulnerability of streams to pollution and magnify the potential effects of localized inputs.

Bacteria levels were below state safety limits at most monitoring locations. Gilleland Creek was the primary exception, exhibiting elevated bacteria levels consistent with its existing impairment. Follow-up monitoring suggests that seasonal wildlife activity near the sampling location may be a significant contributing factor. Continued monitoring will help refine this understanding and guide future management actions.

Rapid growth in eastern Travis County has resulted in an increasing number of wastewater discharge permits, many of which release treated effluent into creeks with limited or no natural flow. These circumstances raise concerns about cumulative impacts to water quality, including nutrients, bacteria, and dissolved oxygen. The Surface Water Quality Program actively tracks these discharges to identify emerging risks and to provide timely information to County leadership.

Public outreach and education remain central to Travis County's surface water quality efforts. Future initiatives will place greater emphasis on proactive engagement, including partnerships with schools, expanded community cleanup efforts, and the development of a volunteer monitoring program.

Together, the results of this initial monitoring year establish a meaningful baseline that will inform responsible growth, protect public health, and support proactive stewardship of Travis County's creeks and streams. Continued monitoring, collaboration with partner agencies, and community involvement will be essential to safeguarding these waterways for generations to come.

Chapter 1: Background

A. Central Texas Geography, Topography and Hydrology

Central Texas is a diverse region that includes a variety of landscapes, soil, and water resources. The presence of such unique geography and natural features directly influence the land use, agriculture, urban growth, and environmental management practiced in the area. It becomes essential then that understanding the physical characteristics of the region is crucial for responsible planning, meaningful conservation, and sustainable development now and in the years to come.

With the Hill Country forming its heart, Central Texas lies between the eastern Blackland Prairie and the western Edwards Plateau. This remarkable area serves as a transitional zone where eastern woodlands give way to the more arid western landscapes. Travis County's geography is defined by this dramatic transition from the Hill Country's karst hills and thin soil to the Blackland Prairie's flat, fertile plains along the Balcones Fault. The county is bisected from northwest to southeast by the Colorado River which forms several manufactured lakes, including Lake Travis, Lake Austin, and Lady Bird (Town) Lake. Elevations within the county range from 400-1300 feet, with the western portion of the county characterized by rolling hills and the eastern part characterized by level soils and rich farmlands.

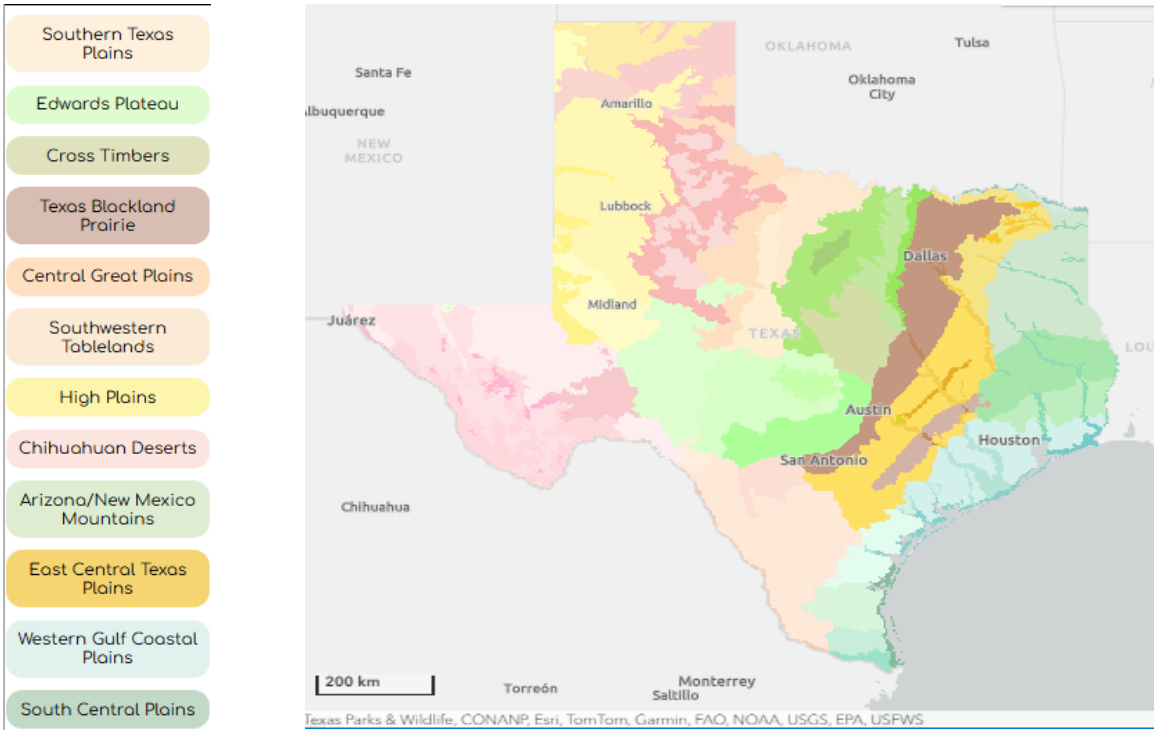


Figure 1. Map of Texas geographic regions.

Together the physical formationsof the Edwards Plateau, Balcones Escarpment, and the blackland prairie directly influence groundwater movement, spring emergence and surface water movement throughout Travis County. The Edwards and Trinity Aquifers are the primary groundwater resources for the region, while the Highland Lakes on the Colorado River and other impoundments provide major surface-water supplies. The Colorado River's series of impoundments are operated primarily by the Lower Colorado River Authority (LCRA) and supply municipal water, hydropower, flood control and recreation for over one million people in the basin. Additonally, LCRA resevoir regulation strongly controls downstream flows, seasonal water availability, and water quality dynamics throughout the region.

The Edwards Aquifer can be described as a carbonate karst aquifer with high transmissivity in faulted and solution-enhanced zones. Karst conduits, like those that make up the Edwards, produce a rapid, focused recharge, but also are extremely sensitive to high contaminant transport potential. Land use activities above recharge zones that include and are not limited to roadway stormwater runoff and septic systems can quickly effect aquifer and spring water quality. Compartively, while the Edwards is a more porous and permeable limestone aquifer that recharges rapidly, the Trinity is a more complex, multi-layered system of sand, clay, and limestone that recharges slowly with delayed responses to rainfall. Both aquifers are a significant source of water for millions of people. See a map of the Texas major aquifers below.

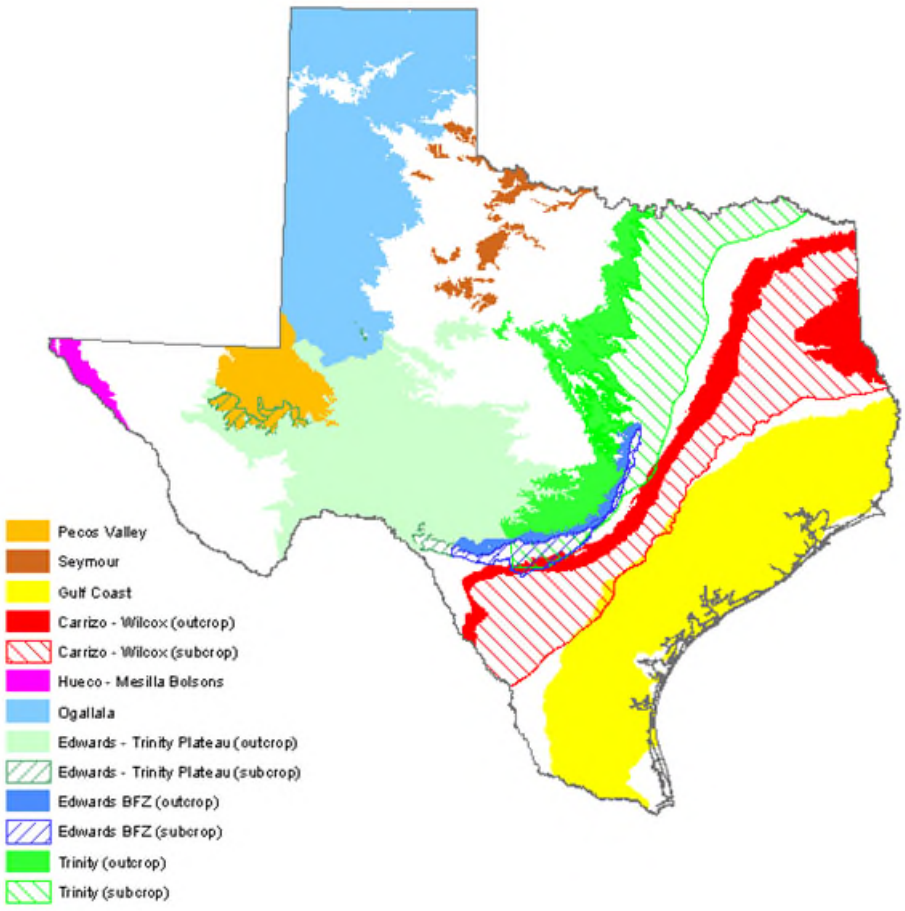


Figure 2. Map of major aquifers in Texas.

B. River Basins and Watersheds

In general, river basins and watersheds are fundamental hydrologic units used to describe the movement, distribution, and management of surface water resources.

A watershed is a land area that drains precipitation and surface runoff to a common outlet, such as a stream, river, lake, reservoir, or estuary. Watersheds themselves can be considered nested systems that range from small catchments draining to individual stream segments to large-scale river basins encompassing multiple tributaries and subwatersheds.

A river basin should then be considered to be the larger hydrologic unit that includes the mainstem river as well as all associated tributary watersheds that ultimately drain to a common terminus, such as the Gulf of Mexico or an inland basin outlet. River basins integrate hydrologic, geomorphic, ecological, and land use processes across broad spatial scales and are commonly used for regional water resource planning, flood management, and surface water quality assessment.

At their heart, watershed characteristics, including land use, soil type, topography, geology, climate, and hydrologic connectivity, directly influence surface water quantity and quality. Addtionally, activities within a watershed, such as urban development, agriculture, and wastewater discharges, affect runoff volume, pollutant loading, and instream conditions. As a result, watershed- and basin-scale approaches are widely used for monitoring design, impairment assessment, and implementation of management strategies such as Total Maximum Daily Loads (TMDLs) and watershed protection plans.

The Texas Lower Colorado River Basin is one of the major river basins in Texas and is defined by the drainage area of the Colorado River downstream of the Highland Lakes. The basin extends from central Texas to the Gulf of Mexico and encompasses a diverse range of physiographic regions, land uses, and hydrologic conditions. The Colorado River is the longest river entirely within Texas, and its lower basin plays a critical role in regional water supply, ecological function, recreation, and economic activity.

The Lower Colorado River Basin includes major reservoirs such as Lake Travis, Lake Austin, Lady Bird Lake, and downstream impoundments, as well as numerous tributaries including Onion Creek, Barton Creek, Walnut Creek, and the San Saba and Llano Rivers upstream that influence downstream conditions. The basin eventually drains into Matagorda Bay, linking inland surface waters to estuarine and coastal systems.

Land use within the basin varies from urban and suburban development in the Austin metropolitan area to agricultural, rangeland, and coastal uses downstream. This variability contributes to spatial differences in surface water quality stressors, including altered flow regimes, stormwater runoff, nutrient loading, bacteria, sediment transport, and localized effects from wastewater treatment plant discharges.

Surface water quality monitoring and assessment in the Texas Lower Colorado River Basin are conducted through programs such as the Texas Clean Rivers Program (CRP) in coordination with the Lower Colorado River Authority (LCRA) and the Texas Commission on Environmental Quality (TCEQ). Waters within the basin are evaluated by assessment unit and compared to applicable criteria in the Texas Surface Water Quality Standards (TSWQS) to determine attainment of designated uses, including aquatic life use, contact recreation, and public water supply.

Management of the Lower Colorado River Basin emphasizes integrated basin-scale planning that considers hydrologic variability, reservoir operations, watershed conditions, and downstream estuarine needs. Data generated at the watershed level are used to inform basin-wide decisions related to water quality protection, impairment response, and long-term sustainability of surface water resources. Below in Figure 3 is a map that shows the

extensive watersheds in the region. Though not all depicted are included in the Lower Colorado River Basin, they are still capable of affecting at leastsome of our the watersheds that enter Travis County.

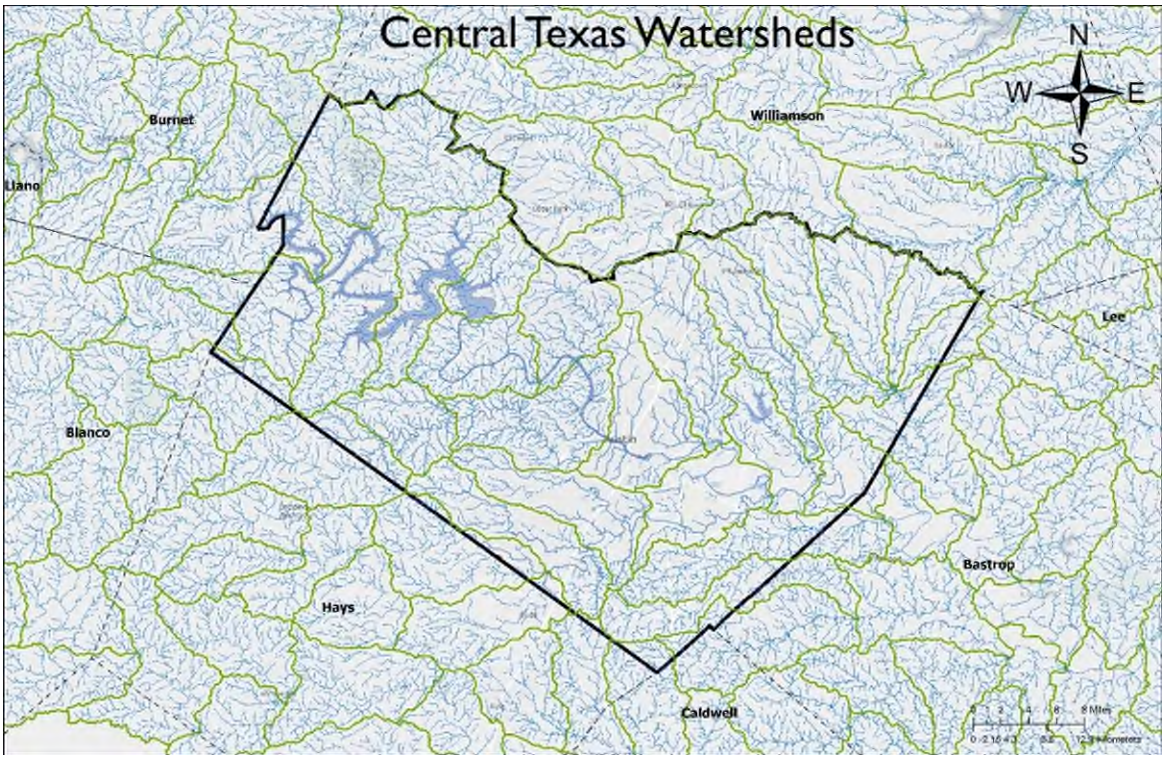


Figure 3. Map of Central Texas watersheds.

The following Figure 4 depicts the watershed boundaries found specifically within Travis County.

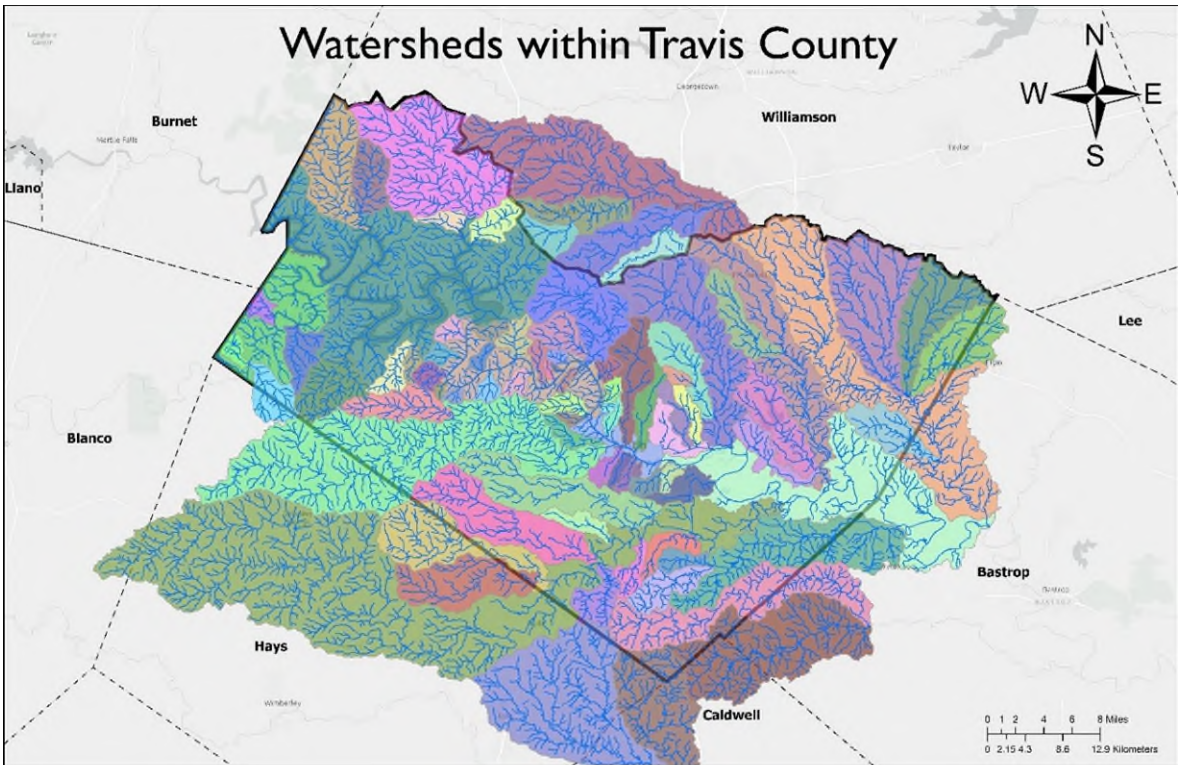


Figure 4. Map of watersheds within Travis County.

C. Surface Water Quality

The term “Surface water quality” refers to the physical, chemical, and biological characteristics of water in rivers, streams, lakes, reservoirs, bays, and estuaries, and their ability to support designated uses as defined in the TSWQS. Designated uses include aquatic life use, contact and noncontact recreation, public water supply, and fish consumption. Surface water quality is influenced by diverse physiographic regions, variable climate and hydrology, and a wide range of land uses, including urban development, agriculture, energy production, and wastewater discharges.

Key physical parameters evaluated in Texas surface waters include temperature, turbidity, total suspended solids (TSS), water clarity, and flow conditions. Elevated temperatures and altered flow regimes can stress aquatic life, while increased turbidity and TSS may impair habitat quality, reduce light penetration, and transport pollutants such as nutrients and bacteria. Hydrologic variability, including droughts and high-flow events, plays a significant role in surface water quality across the state.

Chemical indicators commonly monitored include dissolved oxygen (DO), pH, nutrients (total nitrogen, nitrate/nitrite, ammonia, and total phosphorus), conductivity, salinity, metals, and organic compounds. Dissolved oxygen criteria vary by water body type and aquatic life use category. Nutrient enrichment is a common concern in Texas waters, particularly in reservoirs and slow-moving streams, where excessive nutrient loading can contribute to eutrophication, harmful algal blooms, and hypoxic conditions. Elevated conductivity and salinity may reflect natural geologic influences or anthropogenic sources such as wastewater effluent and irrigation return flows.

Biological assessments are a critical component of surface water quality evaluation in Texas. These assessments include analyses of benthic macroinvertebrate communities, fish assemblages, habitat quality, and algal biomass (chlorophyll-a). Biological integrity metrics provide an integrated measure of long-term water quality conditions and are used by the TCEQ to identify impairments that may not be apparent through chemical data alone.

As previously mentioned, surface water quality in Texas is assessed through coordinated monitoring programs, including the CRP, which is implemented through partnerships between TCEQ, river authorities, councils of governments, and other local entities. Monitoring data are evaluated by assessment unit and compared to applicable criteria in the TSWQS to determine attainment of designated uses. Waters that do not meet standards are listed as impaired in the Texas Integrated Report, supporting management actions such as Total Maximum Daily Load (TMDL) development (defined later), watershed protection planning, and implementation of best management practices to restore and protect Texas surface waters. Chemical, physical, and biological parameters are defined in the tables below.

Table 1. Definitions of chemical properties of water quality parameters.

Chemical Properties of Water Quality	
pH	pH measures how acidic or basic a substance is using a logarithmic scale from 1-14, meaning each whole number change represents a tenfold change in acidity or alkalinity based on concentration of hydrogen ions.
Dissolved oxygen (DO)	DO is the amount of free, gaseous oxygen present in water, and is essential for aquatic life.
Total Dissolved solids (TDS)	TDS is the measure of all inorganic or organic substance dissolved in a specific volume of water, essentially this is anything that is not a pure water molecule.
Total Suspended solids (TSS)	TSS are fine, solid particles dispersed in water that are not soluble, or do not dissolve.
Nutrients	Nitrogen and Phosphorus are essential chemical elements that support the growth of aquatic plants and algae, acting as food and habitat for other organisms.
Alkalinity	Water alkalinity measures the water's ability to function as a buffer, preventing large pH swings that harm aquatic life and water quality.
Conductivity	Conductivity is the water's ability to conduct electricity, directly related to concentrations of dissolved ions that carry an electric charge.

Table 2. Definitions of physical properties of water quality parameters.

Physical Properties of Water Quality	
Temperature	Water temperature is a critical water quality factor because it controls dissolved oxygen levels, influences aquatic life's metabolism, reproduction, and survival, and affects chemical reactions, impacting pH, conductivity, and the toxicity of pollutants.
Color	Water color is a key indicator of quality, with hues like brown/yellow often signaling iron/sediment, blue/green suggesting copper corrosion or algae, and white/cloudy water pointing to trapped air or hard minerals, while dark colors can mean organic matter; though often aesthetic, changes in color can signal underlying issues like pipe corrosion, mineral buildup, or pollutants, affecting water's safety and usability, so it's important to identify the source.
Turbidity	Turbidity measures water's cloudiness from suspended particles (silt, algae, organic matter) and indicates water quality by affecting light penetration, harming aquatic life (clogging gills, smothering eggs), and shielding pathogens, making disinfection harder, with the EPA standard for drinking water aiming for below 1 NTU (Nephelometric Turbidity Unit). High turbidity signals potential pollution or erosion but needs evaluation with other parameters
Total Flow	Total flow refers to the volume of water passing a point in a stream or river over time, expressed in cubic feet per second (cfs). This measurement encompasses all sources of water in the channel, including baseflow, interflow, and storm runoff.

Table 3. Definitions of biological properties of water quality parameters.

Biological Properties of Water Quality	
Macroinvertebrates	Macroinvertebrates (bugs, snails, crayfish visible to the naked eye) are crucial bioindicators of water quality; their presence, diversity, and abundance reveal ecosystem health because different species have varying tolerances to pollution, with pollution-sensitive types (like mayflies, stoneflies, caddisflies) indicating clean water, while pollution-tolerant ones (like midges, aquatic worms) suggest poor conditions, offering a better long-term picture than discrete water quality sampling.
Algal biomass	A key indicator of water quality, reflecting nutrient levels (excess nitrogen/phosphorus) and ecosystem health, measured by chlorophyll-a or ash-free dry mass. While algae naturally improve water by consuming nutrients and producing oxygen, excessive biomass (Harmful Algal Blooms) signals pollution, causing taste/odor issues, disinfection byproducts, oxygen depletion (hypoxia), and disturbing recreational use.
Fish assemblages	The types, numbers, and structures of fish communities—are excellent biological indicators of water quality because they reflect long-term chemical, physical, and habitat conditions, showing changes from pollution, habitat loss, or flow alterations through shifts in species presence, abundance, and diversity, often summarized by indices like the Index of Biotic Integrity (IBI). Healthy assemblages feature sensitive native species, while poor quality water leads to fewer species, dominance by tolerant or non-native fish, and altered food webs.

Habitat quality	Habitat quality and water quality are deeply linked, as good water quality (temperature, oxygen, clarity) is essential for healthy physical habitats (substrate, cover, banks), while intact habitats (riparian vegetation, wetlands) act as natural filters, preventing pollution and sediment from degrading water quality, creating a cycle where both are crucial for supporting robust aquatic life. Poor habitat (like eroded banks) leads to poor water quality (sedimentation), and polluted water (high nutrients, toxins) destroys habitat, impacting fish, insects, and overall ecosystem health.
Bacteria	Used to assess the potential presence of pathogens and associated risks to human health, particularly for contact recreation uses. *Escherichia coli* (E. coli) is a commonly used indicator bacterium to evaluate fecal contamination in surface waters. Elevated E. coli concentrations suggest the possible presence of pathogenic microorganisms from human or animal waste.

D. Threats to Surface Water Quality from Pollution

As outlined above, surface water quality in Central Texas is influenced by a combination of factors that include rapid population growth, land use change, variable hydrologic conditions, and sensitive geologic features. Surface waters such as rivers, streams, reservoirs, and springs in the region support critical uses including aquatic life, contact recreation, and public water supply. These surface waters are subject to multiple pollution threats caused by the factors mentioned above that can impair designated uses under the Texas Surface Water Quality Standards (TSWQS). For example, as a population grows, especially in Central Texas, pressure on already strained water resources increases exponentially from factors such as increased drinking water needs, wastewater discharge, new development, stormwater runoff, and increased agricultural needs.

Locally, urbanization and stormwater runoff have been found to be significant sources of pollution in Central Texas watersheds. Expansion of impervious surfaces increases runoff volume and velocity, resulting in the transport of pollutants such as sediment, nutrients, bacteria, hydrocarbons, metals, and trash into nearby surface waters. Stormwater runoff is a primary contributor to elevated Escherichia coli (E. coli) concentrations, which commonly impair contact recreation uses in urban and suburban streams.

Wastewater discharges and infrastructure limitations also pose risks to surface water quality. Municipal wastewater treatment plants contribute continuous point-source loads of nutrients, organic matter, and other constituents, particularly during low-flow conditions when dilution capacity is limited. Sanitary sewer overflows, aging infrastructure, and on-site sewage facilities (OSSFs), especially in rapidly developing or rural fringe areas, can further contribute to bacteria and nutrient contamination.

Nutrient enrichment from both point and nonpoint sources is a recurring concern in Central Texas surface waters. Excess nitrogen and phosphorus originate from wastewater effluent, fertilizer application, urban landscaping, and agricultural activities. Elevated nutrient concentrations can promote excessive algal growth, increased chlorophyll-a levels, reduced dissolved oxygen, and degradation of aquatic habitat, particularly in reservoirs and slow-moving stream segments.

Sedimentation and erosion are amplified by land disturbance associated with construction, agriculture, and streambank instability. Increased sediment loads can degrade habitat by smothering benthic substrates, reducing water clarity, and transporting sorbed pollutants. Sedimentation is of particular concern in Hill Country streams, where shallow, rocky substrates support sensitive aquatic communities.

Hydrologic alteration and flow variability exacerbate the impact pollutants have on water resources. Reservoir operations, water withdrawals, drought conditions, and flashy storm-driven hydrology can reduce baseflows, concentrate pollutants, and alter natural sediment and nutrient transport processes. Reduced flows limit the assimilative capacity of streams, increasing the likelihood of water quality exceedances.

Karst geology and groundwater–surface water interactions present unique vulnerabilities in portions of Travis County, particularly within the Edwards Aquifer region. Rapid recharge through fractures, sinkholes, and losing streams allow surface pollutants to be quickly conveyed to groundwater and spring-fed surface waters with minimal natural filtration. This connectivity increases the sensitivity of streams and springs to contamination from surface activities.

Climate variability and extreme weather events further intensify pollution threats. Prolonged droughts reduce streamflow and dissolved oxygen levels, while intense rainfall events mobilize accumulated pollutants and sediments, leading to episodic water quality degradation. These conditions complicate monitoring and management efforts and increase stress on aquatic ecosystems.

Collectively, these pollution threats necessitate watershed-based management approaches, including targeted monitoring, land use planning, stormwater controls,

wastewater management, and public outreach. Programs such as the Texas Clean Rivers Program, watershed protection planning, and TMDL development play a critical role in identifying impairments and guiding actions to protect and restore surface water quality in Central Texas.

A TMDL is a scientifically derived pollutant budget that quantifies the maximum amount of a specific pollutant that a waterbody can receive on a daily basis and still meet applicable water quality standards and support its designated uses (such as contact recreation, aquatic life, or public water supply). The TMDL accounts for pollutant contributions from point sources (e.g., permitted discharges like TPDES outfalls), nonpoint sources (e.g., urban runoff, agricultural runoff), and includes a margin of safety to address uncertainty and seasonal variation. TMDLs are developed under Section 303(d) of the Clean Water Act and implemented through a formal state process with EPA review and approval. This formal process is an Implementation Plan (I-Plan). The I-Plan is a management strategy document developed in conjunction with or following a TMDL. It describes specific actions and best management practices (BMPs) necessary to achieve the pollutant reductions identified in the TMDL and restore water quality. I-Plans outline roles, responsibilities, schedules, and, when applicable, regulatory controls to reduce pollutant loads from both point and nonpoint sources. In Texas, I-Plans are approved by the state (TCEQ) and are used by stakeholders to guide watershed-level pollution reduction efforts. While TMDLs themselves require EPA approval, I-Plans generally require state approval only and are implemented by local stakeholders, governmental entities, and watershed partners.

The Texas Integrated Report of Surface Water Quality (Sections 305(b) and 303(d)) identifies surface waters that do not meet water quality standards and are considered impaired based on monitoring and assessment. Waters listed in Category 5 (303(d) list) require TMDL development or other management actions, and waters in Category 4 may have TMDLs completed or other strategies underway.

Currently, several waterways in Travis County appear in TCEQ TMDL projects or integrated listings due to impairments, particularly for bacteria (indicator organisms) related to contact recreation concerns. Known impaired waterbodies in Travis County include:

1. Gilleland Creek (Bacteria):
   Located in northeastern Travis County; Impaired for bacteria, which exceed contact recreation criteria; TMDL and Implementation Plan developed to reduce bacteria levels and protect recreational use.

2. Austin Area Streams (Bacteria):
   TCEQ's Austin Area Watersheds I-Plan addresses several streams in or near Austin impaired for bacteria: Waller Creek, Spicewood Tributary to Shoal Creek, Taylor Slough South. These waters were the subject of adopted TMDLs for bacteria and an updated I-Plan to guide implementation actions through 2027.

3. Onion Creek (Sulfates):
   It is important to note that Onion Creek is currently listed as impaired in the 2024 Texas Integrated Report (the official 303(d) list) for sulfate in water, which is a water quality parameter that can affect aquatic life and related uses. However, the impaired segments are located in a portion of Onion Creek located in Hays County, but Travis County is located downstream.

Chapter 2: Travis County Surface Water Quality Program (SWQP)

A. The Clean Rivers Program

The Texas Clean Rivers Program (CRP) is a statewide surface water quality monitoring, assessment, and planning program administered by the Texas Commission on Environmental Quality (TCEQ) in partnership with river authorities, councils of governments, and other regional entities. Established under Texas Water Code §26.0135, the program provides a coordinated framework for collecting, managing, and evaluating surface water quality data to support the protection and improvement of water resources across Texas.

The primary objective of the CRP is to generate scientifically defensible water quality data that supports the assessment of surface waters in accordance with the Texas Surface Water Quality Standards (TSWQS) and applicable federal requirements under the Clean Water Act, including Sections 305(b) and 303(d). CRP monitoring activities encompass rivers, streams, reservoirs, bays, and estuaries, and address physical, chemical, and biological indicators relevant to designated uses such as aquatic life support, contact recreation, public water supply, and fish consumption.

CRP monitoring is conducted through basin-specific Quality Assurance Project Plans (QAPPs) that define standardized sampling methods, analytical procedures, data quality objectives, and data management protocols. Data generated under the CRP are subject to rigorous quality assurance and quality control (QA/QC) requirements and are submitted to TCEQ for validation and inclusion in the state's surface water quality database. Information produced through the CRP supports integrated water quality assessments, identification of impaired waters, and development of management responses such as TMDLs, watershed protection plans (WPPs), and implementation of best management practices (BMPs). In addition, the program facilitates stakeholder engagement, interagency coordination, and adaptive management by providing consistent, long-term datasets that inform decision-making at local, regional, and statewide scales.

Travis County's SWQP joined the CRP in 2024 as an in-kind data provider for the 2025 sampling year. The sampling year runs from September-August. The data provided in this report will be from the sampling events performed September 2024-August 2025. For the 2025 CRP sampling year, there were 13 sampling sites on the following water bodies: Big Sandy Creek, Lick Creek, Bee Creek West, Hamilton Creek, Deer Creek, Bear Creek, Westlake-Davenport, Gilleland Creek, Wilbarger Creek, Onion Creek, Dry Creek, and Maha Creek (2). Sites were decided based on historical sampling and data gap needs. For the

2026 sampling year, an additional Wilbarger Creek site and a site on the Colorado River at Webberville Park were added. All Travis County SWQM sample sites are shown in Figure 5 below.

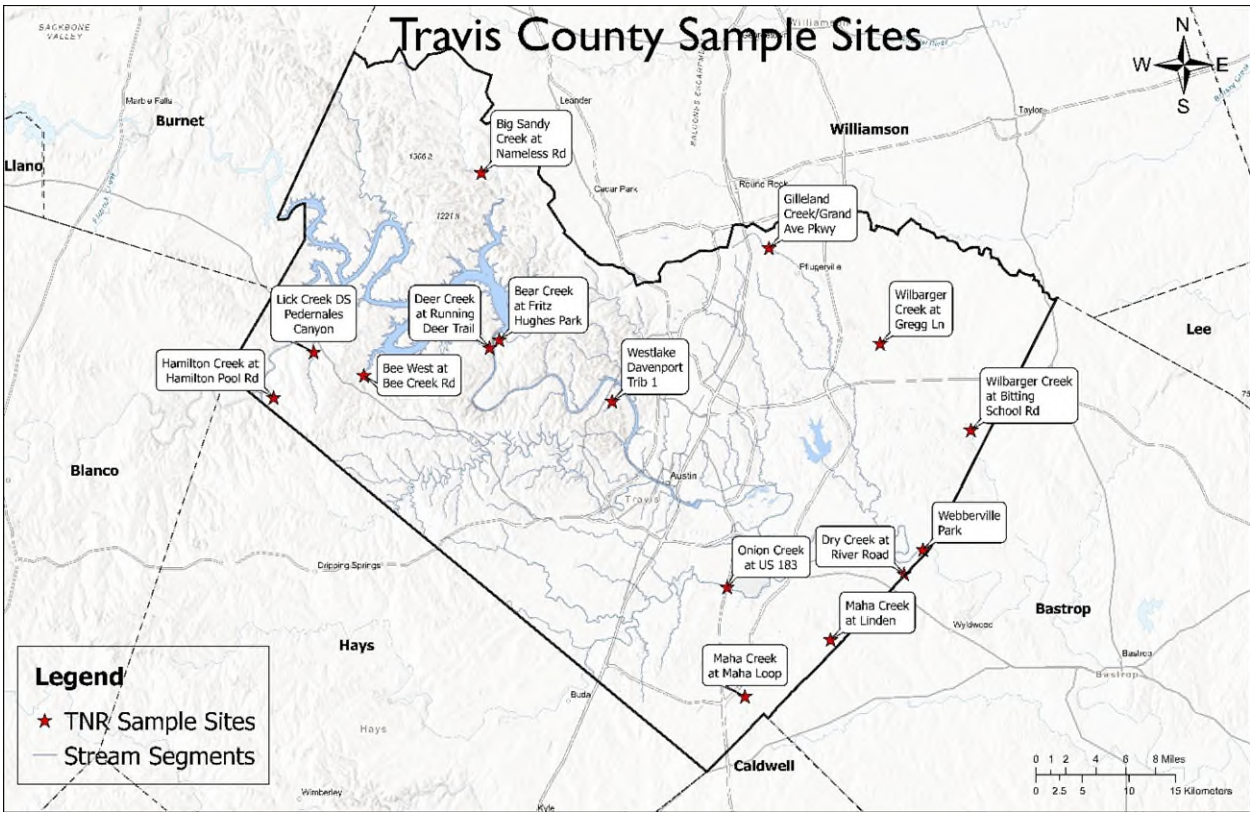


Figure 5. Map of Travis County SWQP sample sites.

B. Sampling Events & Site-specific Data

1. Gilleland Creek at Grand Ave Pkwy

The Gilleland Creek site is located in Pflugerville, Northeast Travis County. It is a larger watershed, flowing about 76 square miles through Travis County. As previously mentioned, Gilleland Creek is an impaired waterway for bacteria, and has an active TMDL and I-Plan. 2025 sampling results are in Table 4 below, with quarterly photos seen in Figure 6.

a) Q1



b) Q2



c) Q3



d) Q4



Figure 6. Quarterly sample site photos of Gilleland Creek.

Table 4. Gilleland Creek sampling data.

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
Total Flow (cf/s)	1.806191	0.572	2.589	0.5535
Temperature (C	16.70546	12.51	18.54	25.13
specific conductance (us/cm)	835.2123	803.49	751.75	720
DO (mg/L)	7.895744	9.36	8.6	6.024
DO saturation (%)	-	89.01	93.72	74.93
pH	7.432615	7.64	7.91	7.544
Turbidity (NTU)	3.594336	0.141975	4.69	6.352
TSS (mg/L)	4.03	<1.00	11	4.26
Nitrogen, Ammonia (mg/L as N)	<0.0200	<0.0200	<0.0200	0.0173
Nitrogen, Kjeldahl, Total (mg/L as N)	0.244	0.291	0.481	0.271
Nitrite plus Nitrate, Total (mg/L as N)	0.549	<0.0200	0.676	0.871
Phosphorus, Total (mg/L as P)	0.0534	<0.0200	0.439	0.0356
Orthophosphate (mg/L as P)	0.0386	<0.0100	<0.0100	0.0091
Chloride (mg/L)	48.3	102	41.5	37.3
Sulfate (mg/L)	69.5	62	60.1	45
E.coli, colilert, (mpn/100mL)	166	14.6	488	435
Pheophytin-A (ug/L)	<1.00	<0.500	1.34	<0.400
Chlorophyll-A (ug/L)	1.07	<0.500	1.91	0.494

2. Wilbarger Creek at Gregg Ln

Wilbarger Creek at Gregg Ln is located in Northeast Travis County, near Manor. Development has increased significantly since the start of sampling in Fall 2024. It is a significant watershed for Northeast Travis County stormwater systems. Due to the massive influx of development and wastewater discharge, a second sampling site has been added downstream at Bitting School Rd for the 2026 sampling year. 2025 sampling results are in Table 5 below, with quarterly photos seen in Figure 7.

a) Q1



b) Q2



c) Q3



d) Q4



Figure 7. Quarterly sample site photos of Wilbarger Creek at Gregg Ln.

Table 5. Wilbarger Creek sampling data.

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
Total Flow (cf/s)	1.297636	0.701	1.215	2.794
Temperature (C	12.40157	10.03	16.81	27.81
specific conductance (us/cm)	989.8819	1010.1	990.94	776.8
DO (mg/L)	8.077248	10.38	9.85	6.335
DO saturation (%)		92.55	103.08	81.91
pH	7.874193	7.93	8.12	7.796
Turbidity (NTU)	17.68325	45.68	48.18	6.302
TSS (mg/L)	3.13	2.1	5.62	8.75
Nitrogen, Ammonia (mg/L as N)	<0.0200	<0.020	0.0254	0.636
Nitrogen, Kjeldahl, Total (mg/L as N)	0.785	0.813	0.727	0.775
Nitrite plus Nitrate, Total (mg/L as N)	<0.0200	<0.020	0.162	0.093
Phosphorus, Total (mg/L as P)	0.0272	<0.020	0.0266	0.0709
Orthophosphate (mg/L as P)	<0.0100	<0.010	<0.0100	0.0325
Chloride (mg/L)	85.2	107	105	68
Sulfate (mg/L)	172	155	131	97.7
E.coli, colilert, (mpn/100mL)	172	118	326	357
Pheophytin-A (ug/L)	<1.00	<0.500	0.864	2.5
Chlorophyll-A (ug/L)	2.05	0.558	1.96	7.23

3. Onion Creek at US 183

The Onion Creek watershed is large, covering approximately 344 square miles. It originates in Blanco County and crosses through Hays County and Travis County before draining into the Colorado River. The sample site is downstream of the 183 bridge. 2025 sampling results are in Table 6 below, with quarterly photos seen in Figure 8.

a) Q1



b) Q2



*no picture taken for Q4

c) Q3

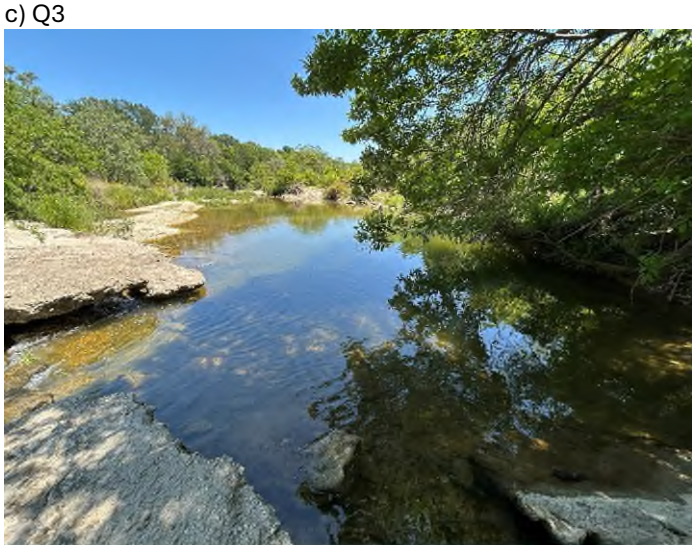


Figure 8. Quarterly sample site photos of Onion Creek.

Table 6. Onion Creek sampling data.

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
Total Flow (cf/s)	2.0842224	1.089	1.85	1.821
Temperature (C	14.402652	11.64	21.3	29.41
specific conductance (us/cm)	636.0738	644.87	579.34	446
DO (mg/L)	10.209415	8.39	8.8	7.28
DO saturation (%)	100.027016	76.87	100.44	96.64
pH	7.948204	7.85	8.01	7.738
Turbidity (NTU)	1.4319144	4.54	0.94	4.874
TSS (mg/L)	1.54	<1.05	1	1.44
Nitrogen, Ammonia (mg/L as N)	<0.0200	<0.020	<0.0200	<0.008
Nitrogen, Kjeldahl, Total (mg/L as N)	0.518	0.415	0.402	0.413
Nitrite plus Nitrate, Total (mg/L as N)	0.0507	0.205	0.0784	<0.008
Phosphorus, Total (mg/L as P)	0.0249	<0.020	<0.0200	0.0246
Orthophosphate (mg/L as P)	<0.0100	<0.010	<0.0100	0.0088
Chloride (mg/L)	54.1	51.6	39.1	24.1
Sulfate (mg/L)	54.4	52.9	45.1	30.8
E.coli, colilert, (mpn/100mL)	7.38	8.6	27.8	24.6
Pheophytin-A (ug/L)	<1.00	<0.500	1.03	1.2
Chlorophyll-A (ug/L)	15.6	<0.500	1.04	1.46

4. Dry Creek at River Rd

Dry Creek is a small watershed in southeast rural Travis County. Our sample site is located off River Rd. 2025 sampling results are in Table 7 below, with quarterly photos seen in Figure 9.

a) Q1



b) Q2



c) Q3



d) Q4



Figure 9. Quarterly sample site photos of Dry Creek.

Table 7. Dry Creek sampling data

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
Total Flow (cf/s)	1.806191	0.631	0.775	0.346
Temperature (C	11.62928	8.27	15.73	27.84
specific conductance (us/cm)	892.8766	848.29	812.33	607
DO (mg/L)	8.16492	9.48	7.87	4.195
DO saturation (%)	74.9528	80.06	79.87	54.06
pH	7.881516	7.75	8.13	7.727
Turbidity (NTU)	45.68002	21.16	26.23	28.31
TSS (mg/L)	33	8.27	10.3	16.6
Nitrogen, Ammonia (mg/L as N)	<0.0200	<0.020	<0.0200	0.0498
Nitrogen, Kjeldahl, Total (mg/L as N)	0.914	1.07	0.948	1.07
Nitrite plus Nitrate, Total (mg/L as N)	<0.0200	<0.020	<0.0200	0.0122
Phosphorus, Total (mg/L as P)	0.0604	0.027	0.0505	0.0945
Orthophosphate (mg/L as P)	<0.0100	<0.010	<0.0100	0.0213
Chloride (mg/L)	99.3	91	73.7	37.1
Sulfate (mg/L)	129	133	115	78.2
E.coli, colilert, (mpn/100mL)	150	222	56.3	27.2
Pheophytin-A (ug/L)	2.16	0.975	4.54	3.68
Chlorophyll-A (ug/L)	2.31	5.63	16.6	18.9

5. Maha Creek downstream of Maha Rd

Maha Creek is a small watershed in southeast rural Travis County. This is another area of the county that is experiencing explosive development. For the 2025 sampling year, both sites at Maha Loop and Linden Rd were ponded or dry. With the introduction of so many wastewater treatment plants, this is expected to change. Our samples sites are located off Maha Loop and Linden Rd. 2025 sampling results are in Tables 10 and 11 below, with quarterly photos seen in Figures 10 and 11.

a) Q1



b) Q2



c) Q3



d) Q4



Figure 10. Quarterly sample site photos of Maha Creek at Maha Loop

Table 8. Maha Creek at Maha Loop sampling data.

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
No Testing was conducted due to no flow (dry)	*dry*	*dry*	*dry*	*dry*

6. Maha Creek upstream of Linden Rd.

a) Q1



b) Q2



c) Q3



d) Q4



Figure 11. Quarterly sample site photos of Maha Creek at Maha Linden Rd.

Table 9. Maha Creek at Linden sampling data.

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
No Testing was conducted due to no flow (dry)	*dry*	*dry*	*dry*	*dry*

7. Big Sandy Creek upstream of Nameless Rd

Big Sandy is a watershed located in Northeast Travis County, and drains into Lake Travis. It is susceptible to extreme drought and flash flooding, both of which were experienced in the 2025 sampling year. Our sample site is located off Nameless. 2025 sampling results are in Table 10 below, with quarterly photos seen in Figure 12.

a) Q1



b) Q2



c) Q3



d) Q4



Figure 12. Quarterly sample site photos of Big Sandy Creek.

Table 10. Big Sandy Creek sampling data.

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
No Testing was conducted due no flow or flooding	*dry*	*dry*	*dry*	*flood*

8. Lick Creek downstream of Pedernales Canyon

Lick Creek is a tributary of the Pedernales River, and eventually drains into the Colorado River. 2025 sampling results are in Table 11 below, with quarterly photos seen in Figure 13.

a) Q1



b) Q2



c) Q3



d) Q4



Figure 13. Quarterly sample site photos of Lick Creek.

Table 11. Lick Creek sampling data

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
Total Flow (cf/s)	0.127631	Ponded	Ponded	0.3215
Temperature (C	13.34105			26.02
specific conductance (us/cm)	967.3681			896.6
DO (mg/L)	7.218783			4.823
DO saturation (%)	71.32976			60.97
pH	7.364246			7.514
Turbidity (NTU)	0.141975			3.412
TSS (mg/L)	<1.00			<1.00
Nitrogen, Ammonia (mg/L as N)	<0.0200			<0.008
Nitrogen, Kjeldahl, Total (mg/L as N)	0.291			0.413
Nitrite plus Nitrate, Total (mg/L as N)	<0.0200			1.13
Phosphorus, Total (mg/L as P)	<0.0200			<0.008
Orthophosphate (mg/L as P)	<0.0100			<0.004
Chloride (mg/L)	102			101
Sulfate (mg/L)	62			41.8
E.coli, colilert, (mpn/100mL)	14.6			24.2
Pheophytin-A (ug/L)	<0.500			0.262
Chlorophyll-A (ug/L)	<0.500			0.374

9. Bee Creek West upstream of Lake Travis

Bee Creek is a very small watershed in western Travis County that flows into the Colorado River. The site was ponded or dry for three of the four sampling events. 2025 sampling results are in Table 12 below, with quarterly photos seen in Figure 14.

a) Q1



b) Q2



c) Q3



d) Q4



Figure 14. Quarterly sample site photos of Bee Creek.

Table 12. Bee Creek sampling data.

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
Total Flow (cf/s)	DRY	DRY	Ponded	0.574
Temperature (C				26.93
specific conductance (us/cm)				862.1
DO (mg/L)				6.253
DO saturation (%)				80.21
pH				7.479
Turbidity (NTU)				3.882
TSS (mg/L)				<1.00
Nitrogen, Ammonia (mg/L as N)				<0.008
Nitrogen, Kjeldahl, Total (mg/L as N)				0.267
Nitrite plus Nitrate, Total (mg/L as N)				0.0919
Phosphorus, Total (mg/L as P)				0.0183
Orthophosphate (mg/L as P)				<0.004
Chloride (mg/L)				75.4
Sulfate (mg/L)				86.1
E.coli, colilert, (mpn/100mL)				101
Pheophytin-A (ug/L)				<0.200
Chlorophyll-A (ug/L)				0.277

10. Hamilton Creek downstream of Hamilton Pool

Hamilton Creek watershed originates in the western corner of Travis County and runs northwest for approximately six miles to its mouth on the Pedernales River. The watershed includes the well-known Hamilton Pool, which is fed by springs that discharge from the Trinity Aquifer. 2025 sampling results are in Table 13 below, with quarterly photos seen in Figure 15.

a) Q1



b) Q2



c) Q3



d) Q4



Figure 15. Quarterly sample site photos of Hamilton Creek.

Table 13. Hamilton Creek sampling data.

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
No Testing was conducted due to no flow (dry)	*dry*	*dry*	*dry*	*dry*

11. Deer Creek at Running Deer Trail

Deer Creek is in western Travis County and flows into the Colorado River. Our sample site is located in a residential area at a county park. 2025 sampling results are in Table 14 below, with quarterly photos seen in Figure 16.

a) Q1



b) Q2



c) Q3



d) Q4



Figure 16. Quarterly sample site photos of Deer Creek.

Table 14. Deer Creek sampling data

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
Total Flow (cf/s)	0.325639	0.1385	0.125	0.588
Temperature (C	16.41944	10.58	14.07	25.73
specific conductance (us/cm)	759.9847	741.25	776.97	846.8
DO (mg/L)	7.75494	10.08	9.48	7.73
DO saturation (%)	79.53339	90.65	93.18	96.62
pH	7.465376	7.73	7.71	7.771
Turbidity (NTU)	0.505637	0	0	3.882
TSS (mg/L)	5.31	<1.00	1.7	<1.00
Nitrogen, Ammonia (mg/L as N)	0.0247	<0.020	<0.0200	<0.008
Nitrogen, Kjeldahl, Total (mg/L as N)	0.252	0.427	0.429	0.525
Nitrite plus Nitrate, Total (mg/L as N)	0.899	1.19	1.47	4.12
Phosphorus, Total (mg/L as P)	<0.0200	<0.020	0.11	0.015
Orthophosphate (mg/L as P)	<0.0100	<0.010	<0.0100	<0.004
Chloride (mg/L)	66.9	69.5	72.7	85.7
Sulfate (mg/L)	39.8	45.2	48.8	68.4
E.coli, colilert, (mpn/100mL)	60.2	43.5	45	228
Pheophytin-A (ug/L)	0.741	<0.500	<0.500	<0.200
Chlorophyll-A (ug/L)	1.8	<0.500	<0.500	0.304

12. Bear Creek at Fritz Hughes Park

Bear Creek is a very small water body in western Travis County and flows into the Colorado River. Our sample site is located in a residential area at a county park. 2025 sampling results are in Table 15 below, with quarterly photos seen in Figure 17.

a) Q1



b) Q2



c) Q3



d) Q4



Figure 17. Quarterly sample site photos of Bear Creek.

Table 15. Bear Creek sampling data

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
Total Flow (cf/s)	0.345817	0.08	0.1505	0.525
Temperature (C	14.48717	10.65	13.52	25.18
specific conductance (us/cm)	855.5117	841.53	871.7	835.4
DO (mg/L)	9.009582	9.65	9.43	8.075
DO saturation (%)	88.76988	87.07	91.66	99.83
pH	7.834238	7.91	8.08	7.998
Turbidity (NTU)	0.826822	0	0	3.701
TSS (mg/L)	<1.00	13	<1.00	<1.00
Nitrogen, Ammonia (mg/L as N)	<0.0200	<0.020	<0.0200	<0.008
Nitrogen, Kjeldahl, Total (mg/L as N)	<0.200	0.405	0.37	0.326
Nitrite plus Nitrate, Total (mg/L as N)	<0.0200	<0.020	<0.0200	0.159
Phosphorus, Total (mg/L as P)	<0.0200	<0.020	<0.0200	0.00872
Orthophosphate (mg/L as P)	<0.0100	<0.010	<0.0100	<0.004
Chloride (mg/L)	93.1	102	99.1	91.3
Sulfate (mg/L)	58.2	63.3	69.8	67.1
E.coli, colilert, (mpn/100mL)	85.7	8.6	12.1	47.1
Pheophytin-A (ug/L)	<0.500	0.551	<0.500	<0.200
Chlorophyll-A (ug/L)	<0.500	1.85	<0.500	0.246

13. Westlake-Davenport Tributary

This tributary is a small, intermittent stream that flows through the Austin Country Club, and the surrounding area is primarily residential. The hydrology is heavily influenced by stormwater runoff. 2025 sampling results are in Table 16 below, with quarterly photos seen in Figure 18.

b) Q2



d) Q4



*No pictures taken for Q1 or Q3

Figure 18. Quarterly sample site photos of Westlake-Davenport.

Table 16. Westlake-Davenport sampling data

	Q1 (Dec)	Q2 (Jan)	Q3 (Apr)	Q4 (Jul)
Total Flow (cf/s)	-	0.02	0.038	0.022
Temperature (C	-	9.04	14.53	26.35
specific conductance (us/cm)	-	1298.4	1388.3	1388
DO (mg/L)	-	9.11	8.13	5.433
DO saturation (%)	-	80.16	81.17	68.99
pH	-	7.83	8	7.469
Turbidity (NTU)	-	0.18	1.8	3.701
TSS (mg/L)	-	-	-	-
Nitrogen, Ammonia (mg/L as N)	-	-	-	-
Nitrogen, Kjeldahl, Total (mg/L as N)	-	-	-	-
Nitrite plus Nitrate, Total (mg/L as N)	-	-	-	-
Phosphorus, Total (mg/L as P)	-	-	-	-
Orthophosphate (mg/L as P)	-	-	-	-
Chloride (mg/L)	-	-	-	-
Sulfate (mg/L)	-	-	-	-
E.coli, colilert, (mpn/100mL)	98.9	80.5	156	128
Pheophytin-A (ug/L)	-	-	-	-
Chlorophyll-A (ug/L)	-	-	-	-

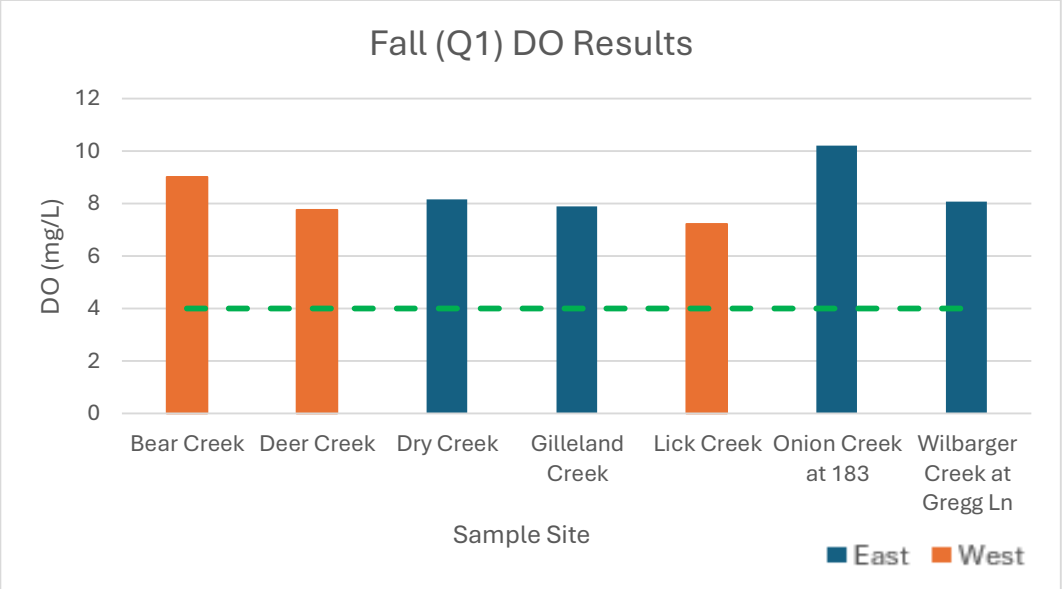
C. Preliminary Data Analysis

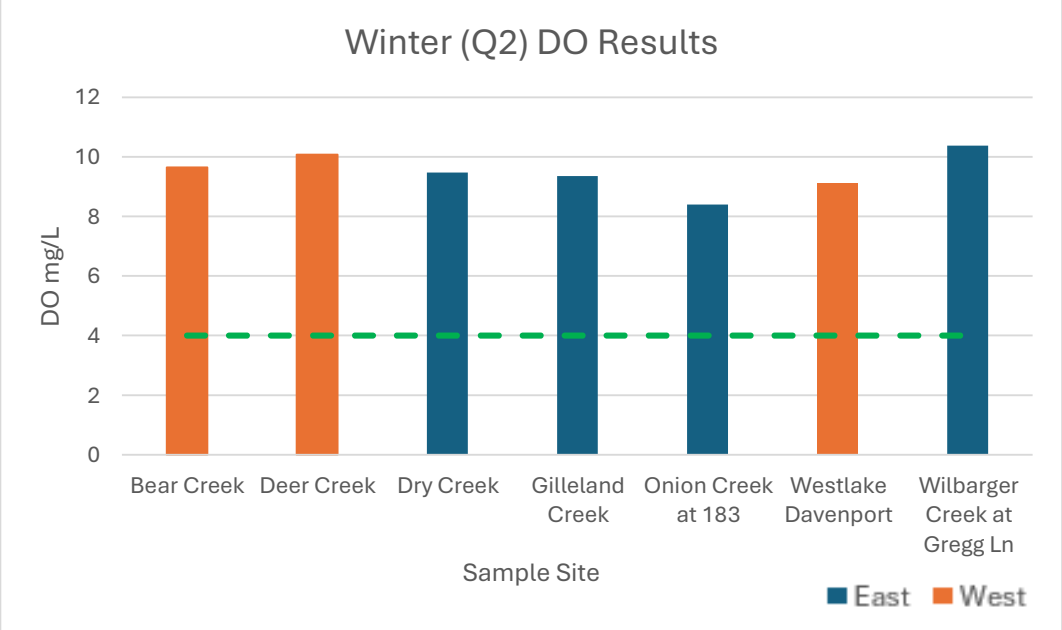
Four quarters (one complete year) of discrete water quality sampling data outlined above are insufficient to support trend analysis. Even under normal circumstances, surface water quality parameters exhibit substantial seasonal and hydrologic variability, and a single year of data simply does not adequately capture the range of conditions needed to distinguish short-term fluctuations from long-term changes.

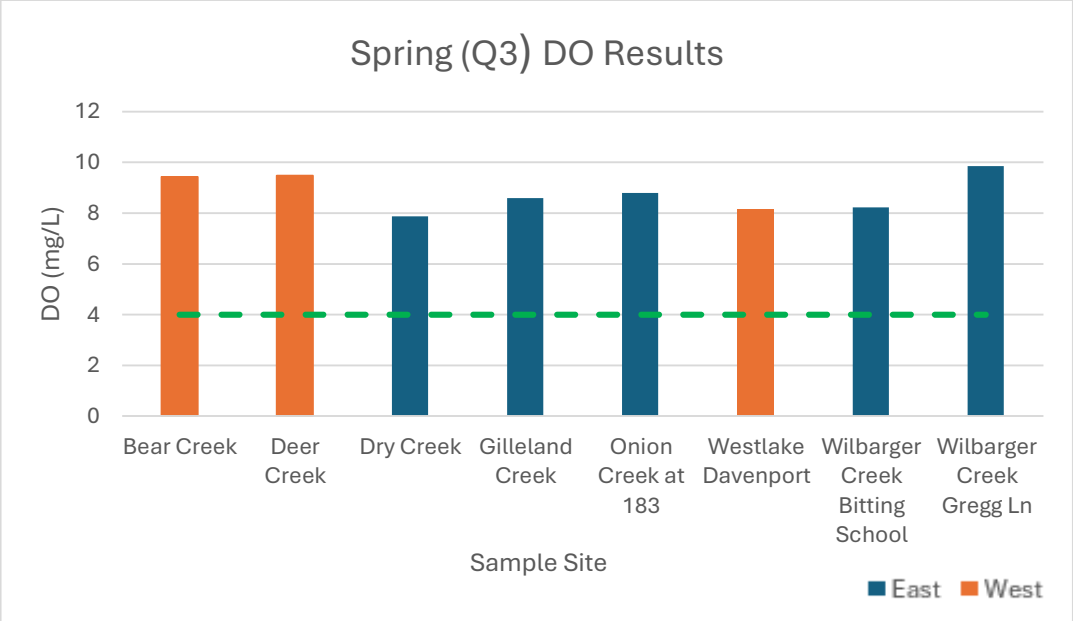
Despite this deficiency, one year of discrete data has been found to be appropriate for characterizing existing conditions and establishing a baseline for future analysis. With this in mind, some preliminary analysis for baseline existing conditions are listed as outlined below

Macroinvertebrates:
With the gracious and much-needed assistance of scientists with City of Austin Watershed Protection Department, macroinvertebrate sampling was conducted at all CRP sites in the summer of 2025. The target of the survey is to identify all functional feeding groups and pollution tolerance of organisms found. Sample analysis is still being performed. A short list of some of the macroinvertebrates species identified in the survey are: Odonata Zygoptera (damselflies), Odonata Anisoptera (dragonflies), non-biting midges, mosquitos, Plecoptera (stoneflies), Hemiptera Nepidae (water scorpions), Hemiptera Corixidae (water boatman), Megaloptera Corydalidae (dobsonflies), Hemiptera Belostomatidae (giant water bugs), Celeoptera Dytiscidae (diving beetles), and Coleoptera Hydrophilidae (water scavenging beetles).

Dissolved Oxygen (DO):
DO is the concentration of oxygen gas dissolved in water, measured in milligrams per liter (mg/L). DO is critical for fish and invertebrates, and this measurement indicates the ability of water to support aquatic life. DO levels fluctuate with temperature, photosynthesis, respiration, and organic matter decomposition. DO criteria are set to support aquatic life use categories, and so they vary based on the water body. Higher aquatic life uses require a higher minimum DO to ensure adequate respiration and ecosystem health. 4.0 mg/L is a significant benchmark for sustaining aquatic life, and therefore, is used as a minimum in the data graphs below. All the sites sampled met or exceeded the 4.0 mg/L benchmark.


Fall (Q1) DO Results
12
10
8
6
4
2
0
DO (mg/L)
Bear Creek
Deer Creek
Dry Creek
Gilleland Creek
Lick Creek
Onion Creek at 183
Wilbarger Creek at Gregg Ln
Sample Site
East
West


Winter (Q2) DO Results
12
10
8
6
4
2
0
DO mg/L
Bear Creek
Deer Creek
Dry Creek
Gilleland Creek
Onion Creek at 183
Westlake Davenport
Wilbarger Creek at Gregg Ln
Sample Site
East
West



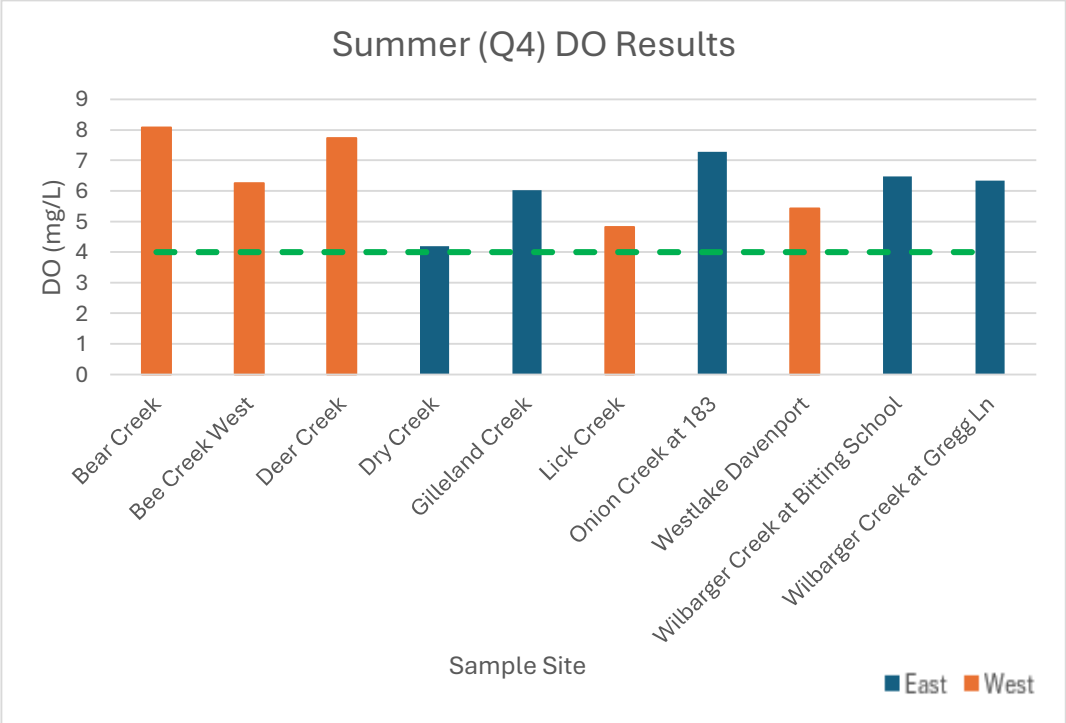
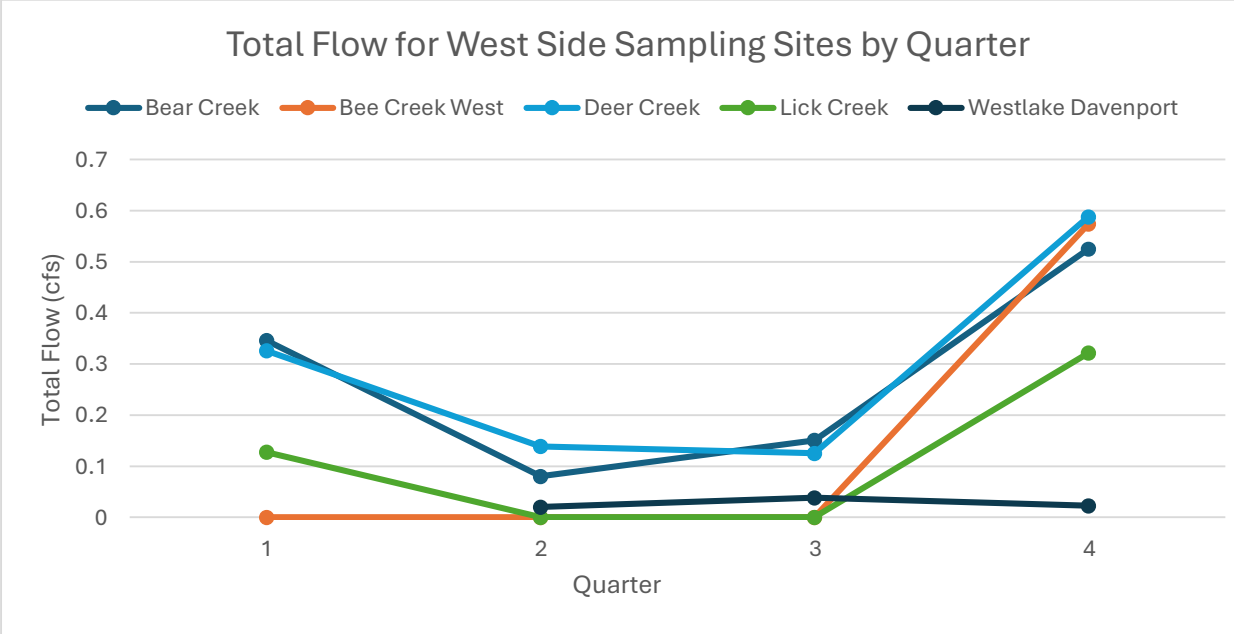


Figure 19. Dissolved Oxygen results for sampling year 2025 by quarter.

Total Flow:

Total flow measures the volume of water passing a point in a water body, expressed in cubic feet per second (cfs). Flow is a fundamental hydrologic parameter affection concentration, dilution, and transport of pollutants. Many water quality criteria and assessment rules are tied to flow conditions. Flow affects habitat availability, temperature regimes, biological communities, and is essential for interpreting water quality data. The graphs below depict the flow patterns for sample sites across the year. It is important to note that the y-axis on the West Travis County sites has a maximum of 0.7 cfs while the East Travis County has a maximum at 7.0 cfs, meaning there is a significant difference of total flow between graphs. On the West side of the county, Hamilton Creek was dry all four quarters and Big Sandy Creek was dry three consecutive quarters. The fourth quarter was following a massive flood, and baseflow sampling could not be conducted. Lick Creek was ponded two of the four quarters, meaning there was standing water present, but no flow, so baseflow sampling could not be conducted. Alternately, on the East side, both Maha Creek sites were dry or ponded all four quarters. An additional site on Wilbarger Creek at Bitting School Rd. was added halfway through the year, so only the last two quarters were sampled at that site.



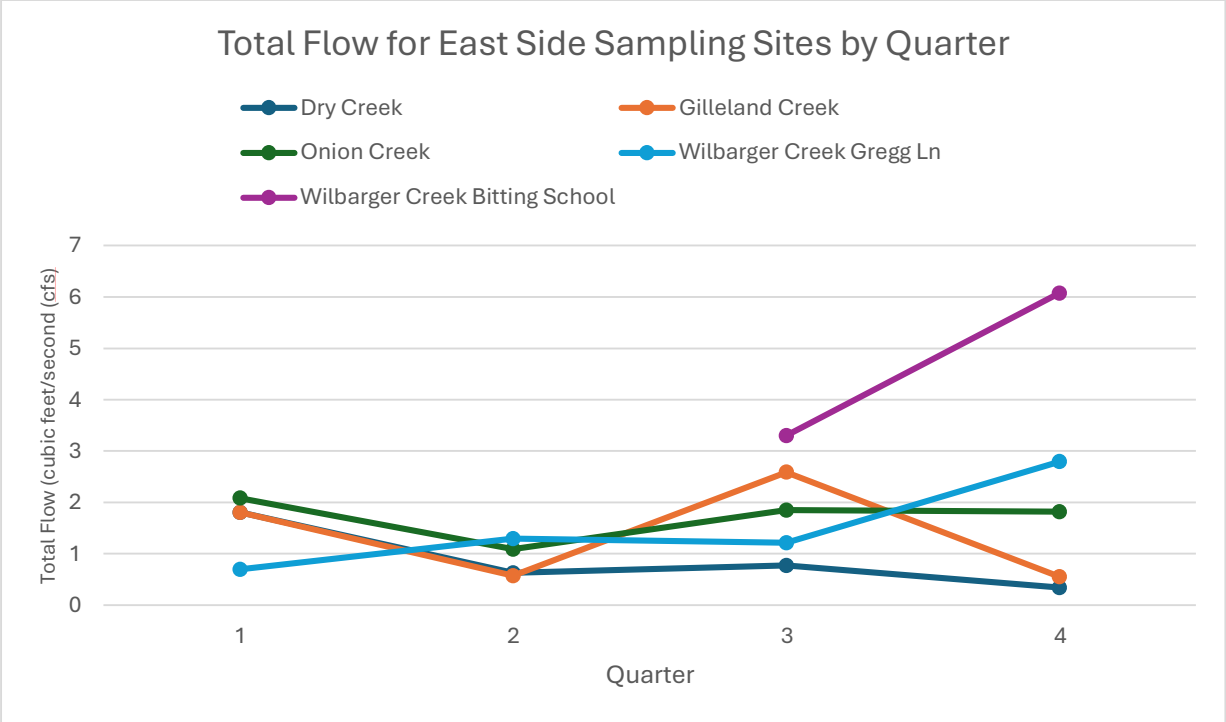
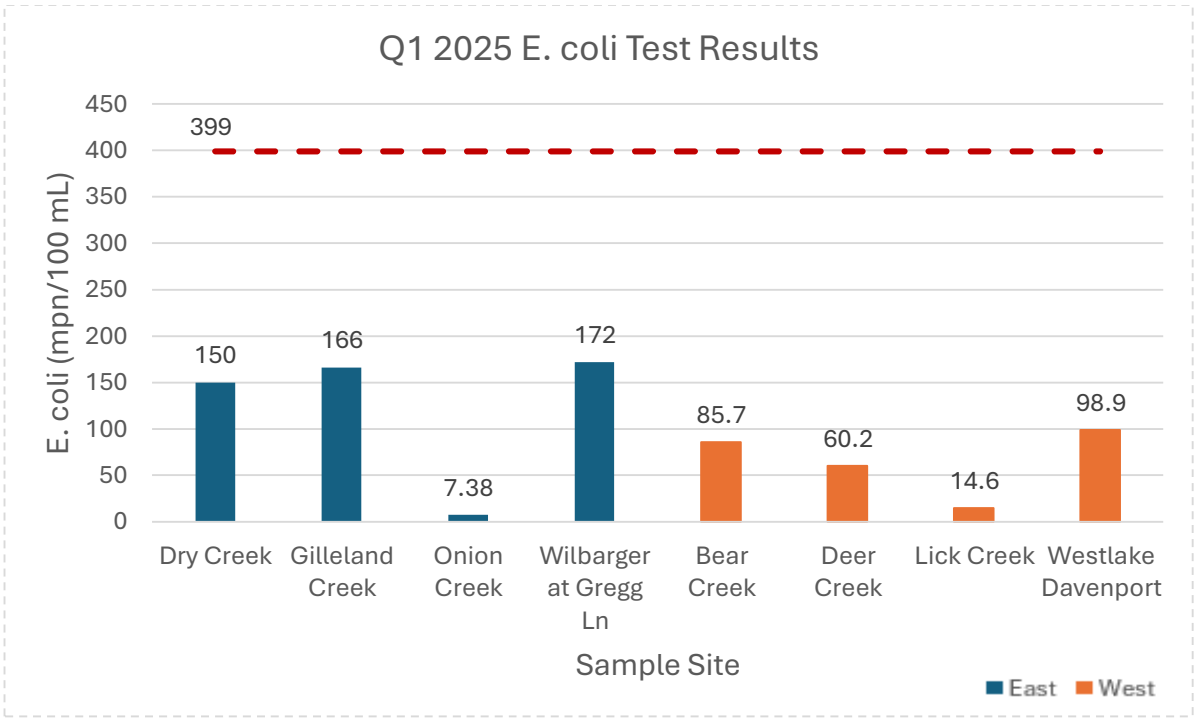
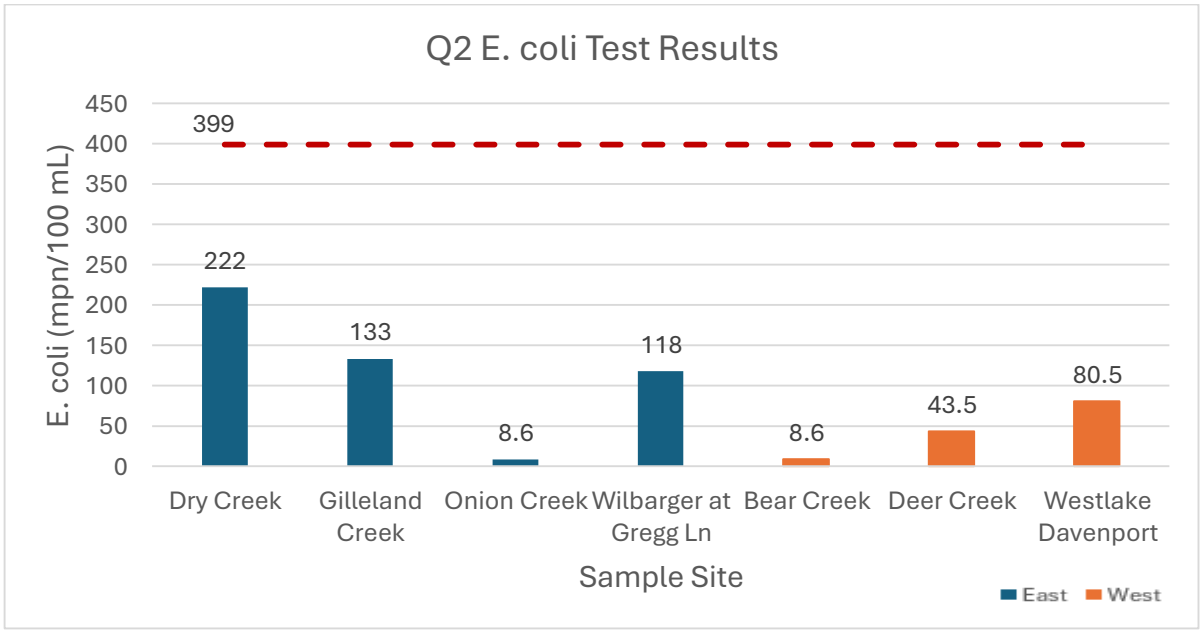


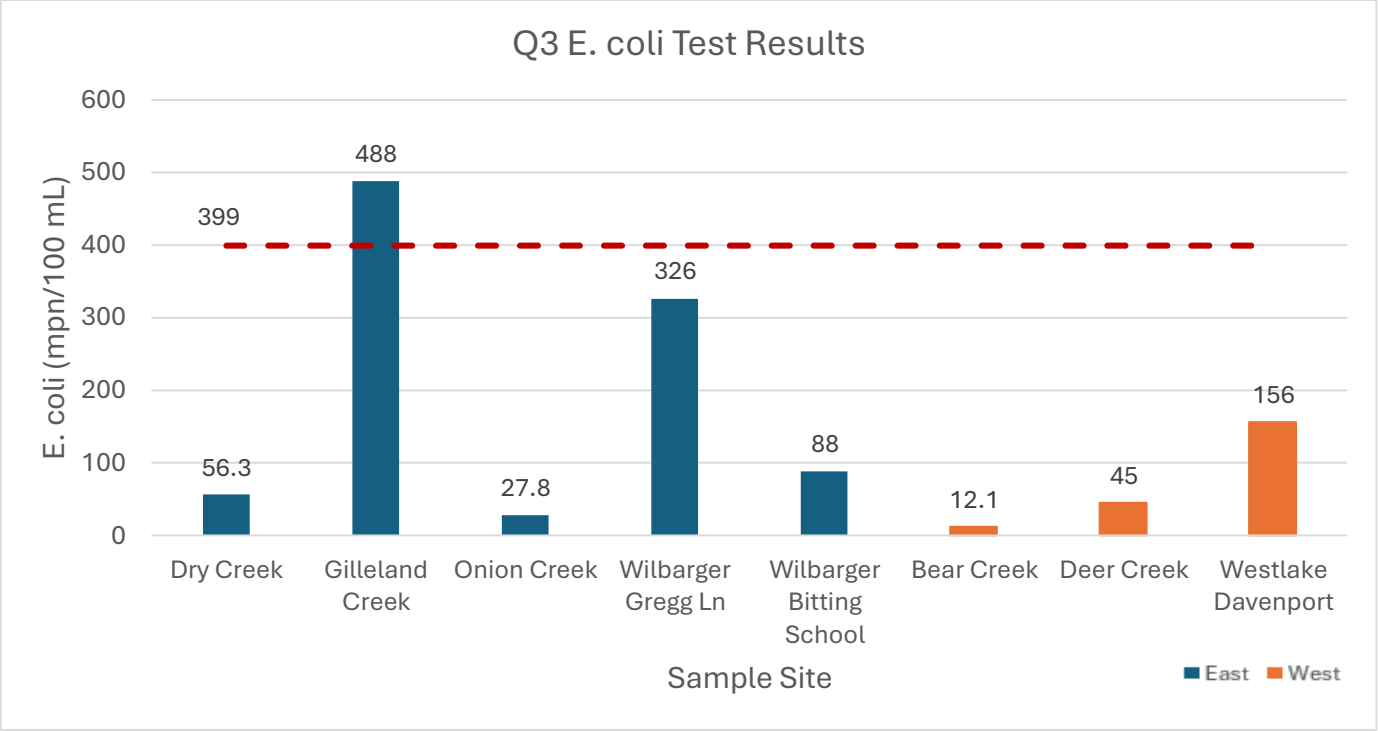
Figure 20. Total flow for sampling year 2025 by county region.

E. coli:

As previously defined, E. coli is a commonly used indicator bacterium to evaluate the presence of pathogenic microorganisms. Under the TSWQS, E. coli criteria for freshwater are expressed in most probable number per 100 mL (mpn/100mL) of water. For waters designated for primary contact recreation, a single sample maximum is 399 mpn/100mL. The quarterly test results are shown in Figure 19 below. All sites were below the single grab threshold, apart from Gilleland Creek. As previously mentioned, Gilleland Creek is an impaired waterway for bacteria. A high E. coli result was observed in April of 2025, triggering monthly sampling of the water body. The trend of E. coli at this site correlated with the presence and migratory pattern of both barn swallows and bats living under the bridge located near the sampling site. The arrival of barn swallows for breeding in the spring and migration south in the fall could contribute to and explain the elevated E. coli results at the site. This data is shown in Figure 20. Monitoring will continue at this site in 2026.


Q1 2025 E. coli Test Results
E. coli (mpn/100 mL)
450
400
350
300
250
200
150
100
50
0
399
150
166
7.38
172
85.7
60.2
14.6
98.9
Dry Creek
Gilleland Creek
Onion Creek
Wilbarger at Gregg Ln
Bear Creek
Deer Creek
Lick Creek
Westlake Davenport
Sample Site
East
West


Q2 E. coli Test Results
E. coli (mpn/100 mL)
450
400
350
300
250
200
150
100
50
0
399
222
133
8.6
118
8.6
43.5
80.5
Dry Creek
Gilleland Creek
Onion Creek
Wilbarger at Gregg Ln
Bear Creek
Deer Creek
Westlake Davenport
Sample Site
East
West



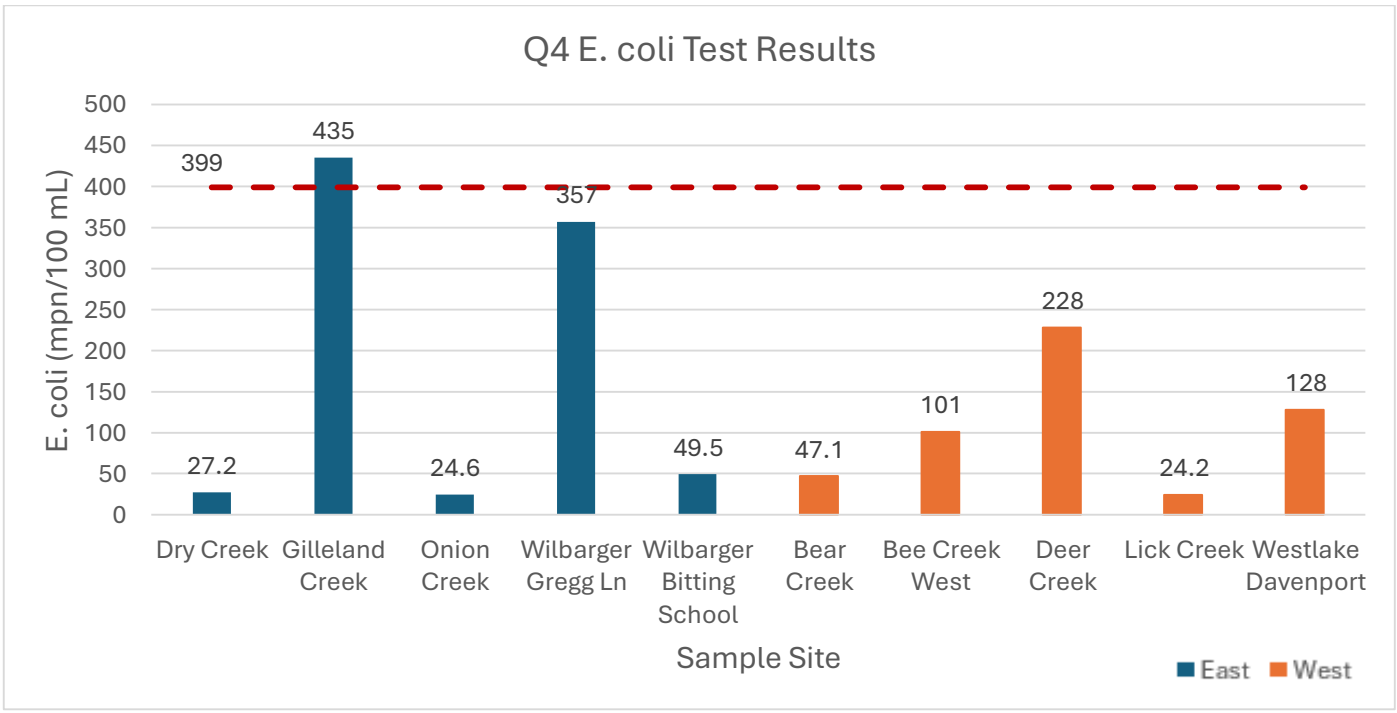


Figure 21. E. coli results for sampling year 2025 by quarter.

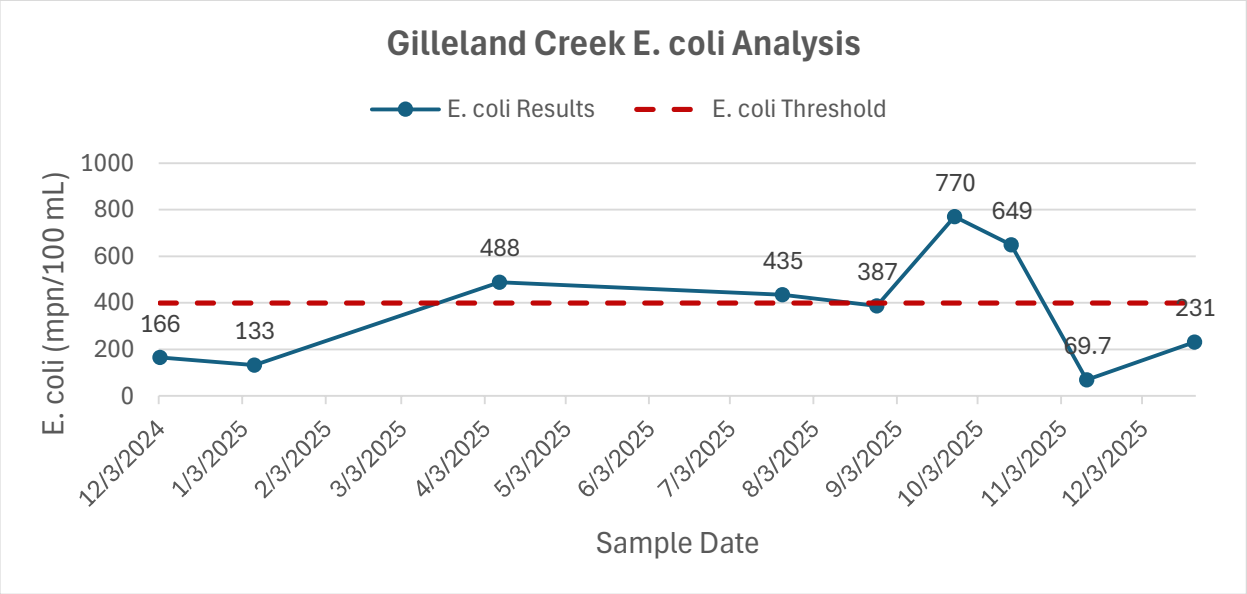


Figure 22. E. coli results for Gilleland Creek additional E. coli monitoring.

D. Wastewater Discharge Permit Tracking

The State of Texas regulates wastewater discharges and wastewater reuse through permitting programs administered by the Texas Commission on Environmental Quality (TCEQ). Two primary regulatory mechanisms are the Texas Land Application Permit (TLAP) program and the Texas Pollutant Discharge Elimination System (TPDES). While both programs govern the management of treated wastewater and associated pollutants, they differ in discharge pathways, regulatory requirements, and potential impacts on surface water quality.

A Texas Land Application Permit (TLAP) authorizes the application of treated wastewater or reclaimed water to land surfaces rather than direct discharge to surface waters. TLAPs are issued under the Texas Water Code and associated TCEQ rules and are commonly used for municipal wastewater reuse, agricultural irrigation, industrial land application, and disposal of treated effluent in areas where direct discharge is not desired or feasible.

TLAPs regulate application rates, timing, constituent concentrations, soil conditions, crop uptake, and site management practices to ensure that pollutants are assimilated by soils and vegetation without adversely affecting groundwater or surface water. Permit requirements typically address nutrients (nitrogen and phosphorus), salinity, metals, organic compounds, and pathogens, and may include monitoring of soils, groundwater, and runoff. Although TLAPs are designed to prevent direct discharges to surface waters, they can indirectly affect surface water quality. Excessive application rates, inadequate soil infiltration capacity, or application during saturated conditions can result in surface runoff carrying nutrients, bacteria, and other pollutants into nearby streams, rivers, or reservoirs.

In addition, subsurface transport through shallow groundwater or drainage features can contribute to pollutant loading in connected surface waters, particularly in areas with permeable soils or karst geology.

Alternately, the Texas Pollutant Discharge Elimination System (TPDES) is the state-administered program authorized by the U.S. Environmental Protection Agency (EPA) under the Clean Water Act to regulate discharges of pollutants directly to surface waters of the state. TPDES permits govern both municipal and industrial point-source discharges, including wastewater treatment plants, industrial facilities, stormwater systems, and certain construction and industrial activities. TPDES permits establish effluent limitations, monitoring requirements, and reporting obligations designed to ensure compliance with the Texas Surface Water Quality Standards (TSWQS) and protection of designated uses such as aquatic life, contact recreation, and public water supply. Permit limits may be technology-based, water quality–based, or both, and commonly address parameters such as biochemical oxygen demand (BOD), total suspended solids (TSS), nutrients, bacteria, metals, toxic pollutants, and flow.

As mentioned, TPDES permits authorize direct discharges to surface waters, meaning they have a more immediate and measurable influence on surface water quality. During low-flow conditions, permitted discharges may constitute a substantial portion of streamflow of the receiving stream, increasing the potential for impacts related to nutrient enrichment, dissolved oxygen depletion, temperature changes, and bacterial contamination. Where multiple discharges occur on the same receiving stream or within a watershed, cumulative effects can contribute to water quality impairments and may trigger the development of TMDLs or additional permit restrictions.

Both TLAPs and TPDES permits play critical roles in surface water quality protection in Texas. TPDES permits directly regulate pollutant loading to surface waters and are integrated with surface water quality assessments and impairment determinations. TLAPs, while focused on land-based management, require careful design and oversight to minimize indirect contributions of pollutants to surface or ground waters through runoff or hydrologic connectivity. Effective surface water quality management relies on coordinated oversight of both permitting programs, watershed-scale planning, and ongoing monitoring through programs such as the Texas Clean Rivers Program. Understanding the distinct pathways and risks associated with TLAPs and TPDES permits is essential for evaluating pollutant sources, interpreting monitoring data, and implementing strategies to protect and restore Texas surface waters. Because TPDES permits authorize direct point-source discharges to surface waters, their effects are often readily identifiable in monitoring and assessment data. Although TLAPs do not authorize direct surface water discharges, they

can affect surface and groundwater quality through runoff, shallow subsurface flow, or hydrologic connectivity, particularly during wet weather.

Table 17. Common permit-related impairments.

Bacteria	Municipal wastewater treatment plants and sanitary sewer overflows regulated under TPDES permits can contribute to elevated concentrations of Escherichia coli. These exceedances commonly result in impaired contact recreation uses, particularly in urban and peri-urban streams during low-flow conditions when effluent comprises a substantial proportion of streamflow. Improperly managed land application sites may contribute bacterial contamination to nearby surface waters during rainfall events. This can exacerbate existing recreation use impairments, particularly in watersheds with multiple nonpoint and permitted sources.
Nutrients	Discharges containing nitrogen and phosphorus can lead to nutrient enrichment, especially in reservoirs and slow-moving streams. Excess nutrients are associated with elevated chlorophyll-a, algal blooms, reduced water clarity, and increased frequency of low dissolved oxygen (DO) events. Nutrient-related impairments are common downstream of wastewater outfalls in rapidly growing areas of Texas. Excessive land application of treated effluent can result in nutrient runoff, contributing to eutrophication in downstream streams, lakes, and reservoirs. Nutrient-related impairments associated with TLAPs are most likely due to application rates exceeding vegetation uptake or where soils have limited infiltration capacity.

Dissolved Oxygen	Organic matter and ammonia discharged under TPDES permits can exert oxygen demand, leading to depressed DO concentrations. This is a frequent concern in effluent-dominated streams and may result in non-attainment of aquatic life use criteria, particularly during warm summer months.
Toxicity and Metals	Industrial TPDES discharges may contain trace metals or toxic compounds that can contribute to acute or chronic toxicity impairments. These impairments are often identified through whole effluent toxicity testing or biological assessment results.
Salinity and Conductivity	Treated effluent applied under TLAPs may contain elevated dissolved solids. Over time, salinity or conductivity increases in runoff or shallow groundwater can affect downstream surface waters, potentially impacting aquatic life and water supply uses.
Impacts on Karst and Sensitive Hydrogeologic Settings	In Central Texas and other karst regions, rapid infiltration pathways can allow pollutants from land application sites to reach springs and spring-fed streams with minimal attenuation. This increases the risk of localized nutrient and bacteria impairments in sensitive surface waters.

Permit-related impairments are evaluated through CRP monitoring, TCEQ assessment methodologies, and the Texas Integrated Report. Understanding the pathways and impairment types associated with TLAPs and TPDES permits is critical for interpreting water quality data, prioritizing management actions, and protecting designated uses of surface waters in Texas.

For these reasons, our SWQP tracks all discharge permits within and near Travis County. See the map below depicting both TLAPs (red) and TPDES discharge (blue). TLAPs dominate the Western portion of the county, while TPDES dominate the Eastern portion. This is due to the difference in geography and soil composition between the two regions. As previously detailed in chapter 1, Western Travis County contains predominantly limestone

and shallow soils. Likewise, Eastern Travis County transitions from the Balcones Escarpment to the flat Blackland Prairies containing clay-rich and loamy soils. These types of soils would not be conducive for the percolation required for TLAPs. When looking at land use, Eastern Travis County has seen explosive development within the past year. To accommodate this growth, location jurisdictions have begun looking into the installation of new treatment facilities. For example, the Creedmoor/Mustang Ridge area has 12 new or expanding TPDES permits, seven discharging into Maha Creek, which has had no flow in 2025, and the Manor area has 7 new or expanding TPDES permits, six of which are discharged into Wilbarger Creek. By monitoring this activity, the Travis County SWQP can inform the County Court on areas of concern, and attend public permit hearings as needed.

Additionally, the SWQP attends several working groups with regional agencies and stakeholders to further discuss discharge permits and current management and monitoring practices.

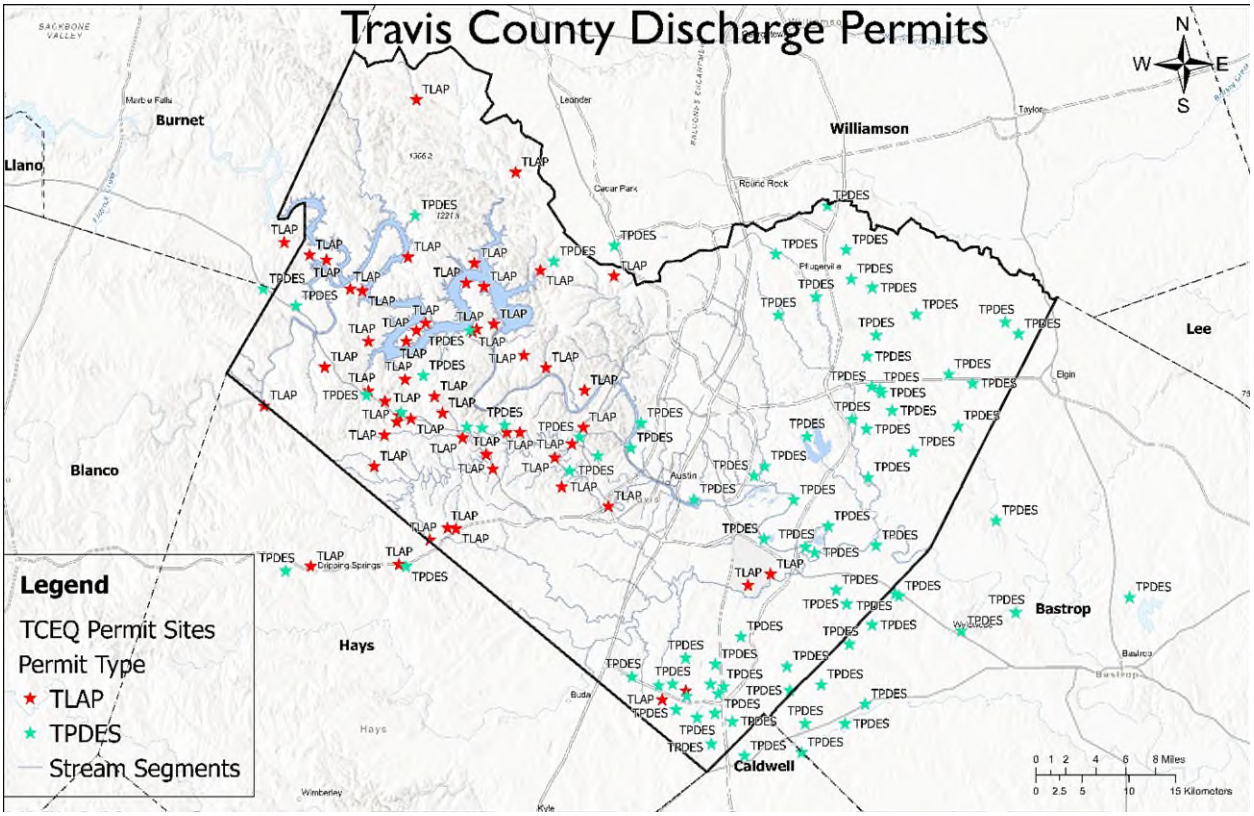


Figure 23. TLAPs and TPDES permits within and near Travis County.

E. Public Outreach & Education Efforts

Public outreach and education are essential components of a surface water quality management program, supporting stakeholder engagement, encouraging the change of public behavior, and informed decision-making. Outreach and educational activities are designed to increase public awareness of surface water quality issues, promote stewardship of water resources, and support implementation of management strategies consistent with the TSWQS and the goals of the CRP. Outreach efforts typically focus on watershed-based education, emphasizing the relationship between anthropogenic activities and surface water quality conditions. Educational content addresses common pollutant sources in Texas watersheds, including stormwater runoff, wastewater discharges, on-site sewage facilities, agricultural activities, and urban development.

Public outreach strategies employ a variety of communication methods to reach diverse audiences, including public meetings, stakeholder workshops, field demonstrations, informational websites, social media, newsletters, and printed educational materials. Programs prioritize accessibility and clarity by using plain-language explanations of technical concepts while maintaining scientific accuracy. Target audiences include local governments, landowners, developers, educators, students, agricultural producers, and the general public.

Education plans also support stakeholder participation in monitoring and planning processes, including watershed advisory groups, volunteer monitoring programs, and public review of assessment and planning documents. These efforts enhance transparency and foster collaboration among state agencies, regional partners, and local stakeholders.

Outreach and education activities are coordinated with watershed protection plans (WPPs), TMDL implementation efforts, and other nonpoint source management initiatives to reinforce best management practices (BMPs) that reduce pollutant loading. Program effectiveness is evaluated through measurable outcomes such as attendance, material distribution, web engagement, and pre- and post-outreach knowledge assessments, supporting adaptive management and continuous improvement.

Through sustained outreach and education, the Travis County SWQP aims to build long-term community awareness, encourage pollution prevention behaviors, and support the protection and restoration of rivers, streams, reservoirs, and coastal waters across the state.

Thus far, the program has had a reactive approach to outreach and engagement, meaning there is not currently a regularly scheduled plan of events. Through a by-demand effort, we have been very successful and have given several presentations at regional conferences

and HOA business meetings, presented demonstrations using our Enviroscape watershed models for small school groups, at tabling events, and for internal Travis County departments, performed field demonstrations of water quality sampling, and have assisted with the “On the Move” Environmental Quality public education video series.

F. Future Program Goals

The SWQP will continue quarterly sampling as an in-kind data provider for the CRP, and will add new sample sites, if needed. Additionally, we will continue monitoring wastewater discharge permits, and respond accordingly. A future goal we would like to achieve in the near future is to incorporate a more proactive approach for outreach and education by partnering with local school districts, and visiting on a regular basis with our Enviroscape model. Additionally, our program will also take a more hands-on position with the County Clean Up Events, the Spring Clean and the Lake Travis Clean Up by taking the lead with coordination starting 2026. Lastly, the SWQP will also focus on developing and implementing an internal Volunteer Water Quality Monitoring Program, collaborating with our Natural Resources, Parks, and Road & Bridge Departments.

CONCLUSION

Travis County completed one year of surface water quality monitoring to establish a baseline of current creek and stream conditions. While a single year of data is not enough to identify long-term trends, it provides a clear snapshot of existing conditions and supports future decision-making as the County continues to grow.

Overall, most monitored sites met basic water quality standards. Dissolved oxygen levels were sufficient to support aquatic life at all locations, and aquatic insect sampling indicated generally healthy stream conditions. Many creeks, however, experienced little or no flow during the year, particularly in western Travis County and in parts of the east. Low-flow conditions increase the vulnerability of streams to pollution.

Bacteria levels were below state safety limits at most sites. Gilleland Creek was the exception, with elevated bacteria consistent with its existing impairment. Follow-up monitoring suggests seasonal wildlife activity near the sampling location may be a significant contributor. Monitoring will continue.

Rapid growth in eastern Travis County has led to an increase in wastewater discharge permits, many of which release treated effluent into creeks with little or no natural flow. These conditions raise concerns about cumulative impacts to water quality, including bacteria, nutrients, and reduced oxygen levels. The Surface Water Quality Program actively tracks these permits to identify emerging risks and inform County leadership.

Public outreach and education remain important program components. Future efforts will shift toward a more proactive approach, including school partnerships, expanded cleanup participation, and a volunteer monitoring program.

Establishing this baseline and continuing monitoring allows Travis County to protect public health, support responsible growth, and safeguard local waterways for the future.

References and Helpful Links

https://www.tceq.texas.gov/waterquality

https://www.lcra.org/water/quality/texas-clean-rivers-program/

https://sites.geo.txstate.edu/g4422/F23/group3/index.html

Water Quality Reports across Travis County

1. TC MUD No. 2: 2024CCR-TCM2.pdf
2. TC MUD No. 3, 4, 5, 6, 7, 8, & 9: Year
3. TC MUD No.10: 2024-TCMUD10-Water-Quality-Report.pdf
4. TC MUD No. 11: Year
5. TC MUD No. 12: Year
6. TC MUD No. 13: Year
7. TC MUD No. 14: Year
8. TC MUD No. 15: N/A (merged districts)
9. TC MUD No. 16: N/A (merged districts)
10. TC MUD No. 17: N/A (merged districts)
11. TC MUD No. 18: Year
12. TC MUD No. 19: N/A (merged districts)
13. TC MUD No. 20: 340
14. TC MUD No. 21: 340
15. TC MUD No. 22: New-Table-2024-Consumer-Confidence-Report3-1.pdf
16. TC MUD No. 23: Water Quality Report
17. TC MUD No. 24: N/A (merged districts)
18. TC MUD No. 25: N/A (merged districts)
19. TC MUD No. 26: 2024-Consumer_Confidence_Report-CCR-REV.pdf
20. TC MUD No. 27: N/A (merged districts)
21. TC MUD No. 28: New MUD, N/A
22. TC MUD No. 32: New MUD, N/A
23. TC MUD No. 40: New MUD, N/A
24. West Travis County MUD 1: CCR-2024-w-color
25. West Travis County MUD 2: 2024CCR-TCM2.pdf
26. West Travis County MUD 3: Year
27. West Travis County MUD 5: Year
28. West Travis County MUD 6: Year
29. West Travis County MUD 7: Year
30. West Travis County MUD 8: Year
31. TCWCID No. 10: Year

32. TCWCID No. 17: 2024-Water-Quality-Report-Final-County.pdf
33. TCWCID No. 18: Year
34. TCWCID No. 19: 2024 TC WCID 19 CCR.pdf
35. TCWCID No. 20: Year
36. TC WCID-Point Venture: Water Quality Report | Travis County WCID - Point Venture
37. Southeast Travis County MUD #1: AW_WQR_Report2024.pdf
38. Southeast Travis County MUD #2: AW_WQR_Report2024.pdf
39. Southeast Travis County MUD #3: AW_WQR_Report2024.pdf
40. Southeast Travis County MUD #4: AW_WQR_Report2024.pdf
41. Shady Hollow MUD: shmud_resources_ccr_2023.pdf - Google Drive
42. Barton Creek West Water Supply Corp: Consumer_confidence_report_2024.pdf
43. Wells Branch MUD: Year
44. Crystal Mountain Water Supply: Year
45. North Austin MUD 1: Year
46. Cypress Ranch WCID 1: 2024 Cypress Ranch CCR.pdf
47. Northtown MUD: Year
48. Manville Water Supply: 2024 ccr report.xlsx
49. Lakeway MUD: LMUD-CCR2024-revised.pdf
50. Coves Water Supply Corporation: 2024 COVES WS CCR.pdf
51. Lazy Nine MUD 1A: Year
52. Lazy Nine MUD 1B: Year
53. Lazy Nine MUD 1C: Year
54. Lazy Nine MUD 1D: Year
55. Lazy Nine MUD 1E: Year
56. Pflugerville: fefa17e0-e1fa-4e6e-9927-923d0651ab5f
57. Windermere Oaks Water Supply Corp: eb0caa23-32c0-4e82-8cc8-d9b7bc21da77
58. Loop 360 Water Supply Corporation: 2024 Loop 360 CCR.pdf
59. Kelly Lane WCID 1: Year
60. Kelly Lane WCID 2: Year
61. Lakeside WCID 1: Year
62. Lakeside WCID 2A: Year
63. Lakeside WCID 2B: Year
64. Lakeside WCID 2C: Year
65. Lakeside WCID 2D: Year
66. Lakeside MUD 3: Year
67. Lakeside MUD 5: 2024 ccr report.xlsx
68. Lakeside MUD 6: New MUD, N/A

69. West Travis County Public Utility Agency: New-Table-2024-Consumer-Confidence-Report3-1.pdf
70. Wood Island HOA: Year
71. Wilbarger Creek M.U.D. # 1: 2024CCR-WilbargerCreek1.pdf
72. Wilbarger Creek M.U.D. # 2: 2024CCR-WilbargerCreek2.pdf
73. Anderson Mill Ltd. District: AW_WQR_Report2024.pdf
74. Belvedere MUD: New-Table-2024-Consumer-Confidence-Report3-1.pdf
75. Cottonwood Creek MUD #1: 2024CCR-CTN1.pdf
76. Hurst Creek MUD: Annual-Water-Quality-Report-2024
77. Lost Creek MUD: AW_WQR_Report2024.pdf
78. Moore's Crossing MUD: AW_WQR_Report2024.pdf
79. NE Travis County Utility District #1: fefa17e0-e1fa-4e6e-9927-923d0651ab5f
80. NE Travis County Utility District #2: 2024CCR-TCM2.pdf
81. Pilot Knob MUD #1: AW_WQR_Report2024.pdf
82. Pilot Knob MUD #2: AW_WQR_Report2024.pdf
83. Pilot Knob MUD #3: AW_WQR_Report2024.pdf
84. Pilot Knob MUD #4: AW_WQR_Report2024.pdf
85. Pilot Knob MUD #5: AW_WQR_Report2024.pdf
86. Presidential Glen MUD: 2024-Consumer-Confidence-Report
87. Ranch at Cypress Creek: CCR-2024-w-color
88. River Place MUD: AW_WQR_Report2024.pdf
89. Senna Hills MUD: CCR
90. Sunfield MUD #1: 2024 Annual Drinking Water Report
91. Sunfield MUD #2: 2024 Annual Drinking Water Report
92. Sunfield MUD #3: 2024 Annual Drinking Water Report
93. Sunfield MUD #4: 2024 Annual Drinking Water Report
94. Williamson-Travis Counties MUD 1: CCR
95. Tanglewood Forest Limited District: AW_WQR_Report2024.pdf
96. Travis County Bee Cave Rd #1: Year
97. Hero Way West MUD: 340
98. New Sweden MUD 1: fefa17e0-e1fa-4e6e-9927-923d0651ab5f
99. New Sweden MUD 2: fefa17e0-e1fa-4e6e-9927-923d0651ab5f
100. New Sweden MUD 3: fefa17e0-e1fa-4e6e-9927-923d0651ab5f
101. Mirasol Springs MUD: pg. 34 Mirasol-GWA-Report-and-Appendices-A-B-C.pdf
102. Volente MUD: N/A
103. Walsh Ranch MUD: Year
104. Moores Crossing MUD: N/A
105. Brickston MUD: N/A

106. Vista MUD: Year
107. Lake Point MUD: New-Table-2024-Consumer-Confidence-Report3-1.pdf
108. Cascades MUD 1: AW_WQR_Report2024.pdf
109. Mustang Ride MUD: 2024-Consumer_Confidence_Report-CCR-REV.pdf
110. Briarwood MUD: New MUD, N/A
111. Rio de Vida MUD 1: Year
112. Oatman Hill MUD: N/A
113. Travis-Creedmoor MUD: 2024-Consumer_Confidence_Report-CCR-REV.pdf
114. Creedmoor MUD: 2024-Consumer_Confidence_Report-CCR-REV.pdf
115. Collins MUD 1: New MUD, N/A
116. Collins MUD 2: New MUD, N/A
117. Triada MUD: New MUD, N/A
118. Firefly MUD: New MUD, N/A
119. Kennedy Ridge WSC: CCR_2024_6.12.2025_Revised.pdf

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on the Traffic Mitigation Agreement between Century Land Holdings II, LLC, a Colorado limited liability company, GBRK Edgewood LLC, a Texas limited liability company, and Travis County for traffic mitigation associated with the proposed Alta Blue Goose development in Precinct One. (Commissioner Travillion)

Prepared By/Phone Number: Rahul Mars, Engineer Sr., 512-854-5197
Elected/Appointed Official or Department Head: Cynthia McDonald
Commissioners Court Sponsor(s): Commissioner Travillion, Precinct One
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
Alta Blue Goose is a proposed site project consisting of 522 single-family detached residential units located north of Blue Goose Road between Cameron Road and Harris Branch Parkway.

The developer has agreed to construct a right turn lane at the site driveway on Blue Goose Road. The Developer has agreed to design and construct the extension of Braker Lane from Cameron Road to Blue Goose Road on the property and dedicate Right of Way (ROW) for the same. The developer has also agreed to a total mitigation payment of $9,551.00 to Travis County. This amount is a financial contribution to the County towards the Roadway Improvement Project, or any other projects in the vicinity of the property.

Staff Recommendations:
TNR and the County Attorney staff have reviewed the agreement and support approval.

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
N/A

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418

Tanner Voelkel	Asst. Director Planning & Admin	TNR	(512) 854-7675
Robert Valenzuelz	Public Works Director	TNR	(512) 854-7672
Mannar Tamirisa	Assistant Public Works Director	TNR	(512) 854-8757

CC:

Christina Tagle	County Attorney	CA	(512) 854-5991

Attachments:

1. Alta Blue Goose Construction and Traffic Mitigation agreement
2. Site Location Map
3. Precinct Map

CONSTRUCTION AND TRAFFIC MITIGATION AGREEMENT
ALTA BLUE GOOSE

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS CONSTRUCTION AND TRAFFIC MITIGATION AGREEMENT (this "**Agreement**") is made and entered into by and between Century Land Holdings II, LLC, a Colorado limited liability company, GRBK Edgewood LLC, a Texas limited liability company (hereinafter, collectively the "**Developer**"), and Travis County, a political subdivision of the State of Texas (the "**County**"), hereinafter collectively referred to as the "Parties", and individually as "Party", except as specifically noted otherwise, for the purposes and consideration stated herein.

WHEREAS, the Developer is in the process of developing that certain 106.278 acres of real property situated in Travis County, Texas, as described in the deeds to Century Land Holdings II, LLC, recorded at Document No. 2022141855 and 2022141856, of the Official Public Records of Travis County, Texas; and being located north of Blue Goose Road between Cameron Road and Harris Branch Parkway and more particularly described in **Exhibit A**, attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, the location of the Property is depicted in the site location map attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Developer intends for the Property to be developed as depicted in the site plan attached hereto as **Exhibit C**, and made a part hereof; and such development will consist of 522 single family detached housing dwelling units on the Property (the "**Project**"); and

WHEREAS, the Property will be developed in a manner that impacts the area's transportation system; and

WHEREAS, the Developer submitted a Transportation Assessment report for the development of the Project on the Property dated April 30, 2024 (the "**TA**"), a copy of which is on file under County Project Nos. 24-48441 and 24-48453, and the TA was accepted by the County on May 9, 2024; and

WHEREAS, the TA identified the Project's expected impacts on the surrounding roadway network and the measures necessary to mitigate such impacts, which the Developer is legally obligated to satisfy and has agreed to satisfy for the Project; and

WHEREAS, the County desires that road improvements be completed along Braker Lane, Cameron Road, and Blue Goose Road as part of the County's Capital Improvement Program or other future improvement project in the vicinity of the Property (collectively, the "**Roadway Improvement Project**"), and such project would relieve traffic impacts of the Project; and

WHEREAS, the Developer agrees to construct certain improvements identified in the TA, along Blue Goose Road and Braker Lane, as further described in Section I.A below and depicted in **Exhibit D** and **Exhibit E**, attached hereto and made a part hereof (the "**Intersection Improvements**"); and

WHEREAS, the County desires to set forth the Developer's responsibility for the design and construction of the Intersection Improvements; and

WHEREAS, the County requires the Developer post a bond, cash, or letter of credit, in the amount of One Hundred Forty-One Thousand Seven Hundred Thirty-One and 00/100 Dollars ($141,731.00), representing the Developer's estimated cost of designing and constructing the Intersection Improvements, to ensure that the Intersection Improvements are constructed (the "**Fiscal Security**"); and

WHEREAS, the Developer desires to set forth the County's responsibility to accept the constructed Intersection Improvements and, upon acceptance, release the Fiscal Security; and

WHEREAS, the Developer has elected to satisfy its legal obligation for certain mitigations identified in the TA by contributing financially toward the Roadway Improvement Project, or other project in the vicinity of the Property; and

WHEREAS, the Developer agrees to also make a payment of Nine Thousand Five Hundred Fifty-One and 00/100 Dollars ($9,551.00) as a financial contribution to the County towards the Roadway Improvement Project or other project in the vicinity (the "**Mitigation Payment**"); and

WHEREAS, the County agrees to accept the Mitigation Payment in lieu of the Developer completing those other certain improvements identified in the TA, other than the Intersection Improvements.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

I. DEVELOPER'S OBLIGATIONS

A. Intersection Improvements. The Developer agrees to design and construct the Intersection Improvements in conformance with current Travis County Standards as set forth in Chapter 482, Travis County Development Regulations (the "**County Standards**"), as detailed in the TA and in the manner described in this Section as follows:

1. The Developer agrees to design and construct a westbound right-turn lane to measure four hundred forty feet (440') at the intersection of Blue Goose Road and "Driveway 2" (the "**Driveway 2 Turn Lane**") within twelve (12) months of the issuance of the driveway permit for "Driveway 2" of the Project; and

2. The Developer agrees to design and construct the extension of Braker Lane southeast from Cameron Road to Blue Goose Road on the Property (the "**Braker Lane Extension**") as shown in **Exhibit E**, within twenty-four (24) months of the issuance of any driveway permit for the Project; and

3. The Developer agrees to dedicate the amount of right-of-way necessary to complete the Intersection Improvements in connection with and simultaneous to the construction of the Braker Lane Extension; and

4. The Driveway 2 Turn Lane and the Braker Lane Extension are each depicted in **Exhibit D** and **Exhibit E** and collectively comprise the Intersection Improvements referred to herein.

B. Completion. The Intersection Improvements shall be completed and ready for acceptance by the County as detailed in Section I.A. above. Prior to the construction of the Intersection Improvements, the Developer will provide the County with the final plans for the Intersection Improvements and obtain the County's approval of said Intersection Improvements.

C. Fiscal Security. To secure the Developer's obligations to construct the Intersection Improvements, the Developer will provide the Fiscal Security at the time this Agreement is submitted for approval by the County. The Fiscal Security shall serve as a financial guarantee of performance in the form of a bond, cash, or letter of credit (at the Developer's sole election) in the amount of One Hundred Forty-One Thousand Seven Hundred Thirty-One and 00/100 Dollars ($141,731.00). The Fiscal Security is the estimated cost of designing and constructing the Intersection Improvements, which amount has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department.

D. Warranty. The Developer warrants that the Intersection Improvements will be free from defects for a period of one (1) year from the date the Intersection Improvements become operational and are accepted by the County (the "**Performance Period**"). The Developer shall correct and repair or shall cause the correction and repair of any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Intersection Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's approval of this Agreement, the Developer must post additional fiscal security in the form of cash, a performance bond, or other approved form and in the amount of Fourteen Thousand One Hundred Seventy-Three and 00/100 Dollars ($14,173.00) which equals ten percent (10%) of the estimated cost of constructing the Intersection Improvements, to secure the warranty established by this Section I.D (the "**Performance Period Security**"). At the time of conditional acceptance of the Intersection Improvements, the County, in lieu of requiring a separate fiscal security for the warranty, will, at the request of the Developer, reduce the Fiscal Security to the amount of Fourteen Thousand One Hundred Seventy-Three and 00/100 Dollars ($14,173.00), which equals ten percent (10%) of the cost of constructing the Intersection Improvements, and retain this sum as fiscal security for the warranty, and such reduced Fiscal Security shall be reserved for the Performance Period Security for all purposes. The Developer acknowledges and agrees that the Intersection Improvements must meet the County Standards at the end of the Performance Period in order for the County to release the Performance Period Security.

E. Covenant, Restriction, and Condition. In the event that the Intersection Improvements are not constructed to the County Standards and the required Fiscal Security has expired, the Developer shall not sell, transfer, or convey any Property until either the Intersection

Improvements have been constructed to County Standards or new Fiscal Security, in an amount approved by the County, has been provided.

F. Mitigation Payment. The Developer agrees to pay the Mitigation Payment in the amount of Nine Thousand Five Hundred Fifty-One and 00/100 Dollars ($9,551.00) to the County as a financial contribution towards the Roadway Improvement Project or other project in the vicinity. The Mitigation Payment is due at the time this Agreement is executed and submitted to the County by the Developer.

II. COUNTY'S OBLIGATION

A. Intersection Improvements.

1. Inspection and Approval. The County will inspect the Intersection Improvements at the completion of construction. If the Intersection Improvements are completed in accordance with the County Standards, the County will approve the Intersection Improvements and accept the Intersection Improvements for operation and maintenance, subject to the warranty described in Section I.D above.

2. Notice of Defect. The County will notify the Developer if an inspection reveals that any portion of the Intersection Improvements is not constructed in accordance with the County Standards or is otherwise defective. However, the County is not responsible for the construction of the Intersection 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 Developer will have thirty (30) days from such notice to cure the defect, or, if the defect cannot reasonably be cured within thirty (30) days, to commence to cure the defect during such thirty (30) day period and diligently pursue completion thereof until completed. It is an event of default under this Agreement if the defect is not cured prior to the expiration of the time to cure.

3. Fiscal Security and Performance Period Security Release. Upon completion and acceptance of the Intersection Improvements, the executive of the County's Transportation and Natural Resources Department, or its successor department (the "**County Executive**") will release the Fiscal Security. Upon the expiration of the one (1) year Performance Period with no damages or defects which the County Executive notifies the Developer must be corrected, the County Executive will release the Performance Period Security.

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

    i. The failure of the Developer to construct the Intersection Improvements to the applicable County Standards within the time periods provided in this Agreement;

    ii. The Developer's failure to renew or replace the Fiscal Security at least forty-five (45) days prior to its expiration (or in the case of a letter of credit that includes an automatic

renewal clause, the County's receipt of notice that the issuer has elected to not renew the letter of credit and the Developer does not replace such Fiscal Security at least forty-five (45) days prior to the expiration of the existing letter of credit);

iii. The acquisition of the Property or a portion of the Property by the issuer of the Fiscal Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;

iv. The arrangement by the Commissioners Court for the completion of the Intersection Improvements; or

v. The determination by the Commissioners Court that the completion of the Intersection Improvements is in the public's interest.

5. Notice of Intent to Draw. The County shall provide ten (10) days' written notice of the occurrence of such an event to the Developer 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 the Developer's obligations hereunder for the construction of the Intersection Improvements, if the failure is not cured, or, if the defect cannot reasonably be cured within ten (10) days, the Developer has commenced to cure the defect during such ten (10) day period and diligently pursues completion thereof until completed. The County shall be entitled to draw the amount it considers necessary to perform the Developer's obligations under this Agreement up to the total amount allocated for the Intersection Improvements.

6. Use of Proceeds.

i. The County must utilize the proceeds of any posted security solely for the purpose of completing the Intersection Improvements to the County Standards or to correct defects in or failures of the Intersection Improvements.

ii. The County may in its sole discretion complete the unfinished Intersection Improvements at the time of default, regardless of the extent to which development has taken place in the approved construction plans for the Property or whether development ever commenced, without incurring any obligation to complete the unfinished Intersection Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Intersection 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 the Developer's default or to protect the public's interest by completing the Intersection Improvements.

iii. The County is not a private developer and its draft on the Fiscal Security and utilization of the proceeds to complete, repair, or reconstruct the Intersection Improvements is not an acceptance of the dedication of the Intersection Improvements.

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

v. All funds obtained by the County pursuant to one or more draws under the Fiscal 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.

vi. The County shall disburse all or portions of the Escrowed Funds when the Intersection 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 Intersection Improvements.

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

B. Use of Mitigation Payment. The County will use the Mitigation Payment solely for the Roadway Improvement Project or other project in the vicinity.

C. Releases. The County Executive will execute such release of this Agreement as is necessary and reasonable upon the request of the Developer, its successors or assigns, or a purchaser of a portion or all of the Property, subject to the performance of the Developer of its obligations under this Agreement.

III. MISCELLANEOUS

A. Restrictive Covenant. This Agreement touches and concerns real property in Travis County, Texas, and, if recorded, constitutes and will operate as covenants running with the land and will be binding upon the Developer and the Developer's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Developer is the actual cost of completing the Intersection Improvements in conformance with the County Standards, including without limitation its associated administrative expenses, and the amount of the Mitigation Payment.

C. Remedies. The remedies available to the County and the Developer 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 Fiscal Security and/or Performance Period Security and held in escrow by the County in accordance with this Agreement.

E. INDEMNIFICATION. THE DEVELOPER 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 THE DEVELOPER OF ANY PROVISION IN THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF THE DEVELOPER OR THE DEVELOPER'S AGENTS, CONTRACTORS, EMPLOYEES, TENANTS, OR LICENSEES IN THE CONSTRUCTION OF THE INTERSECTION IMPROVEMENTS. THE DEVELOPER 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 THE DEVELOPER OF ANY PROVISION IN THIS AGREEMENT OR FROM ANY ACT OR NEGLIGENCE OF THE DEVELOPER OR THE DEVELOPER'S AGENTS, CONTRACTORS, EMPLOYEES, TENANTS, OR LICENSEES IN THE CONSTRUCTION OF THE INTERSECTION 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. Amendment to this Agreement. Any revision, modification, or amendment to this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property. NO OFFICIAL, AGENT, OR EMPLOYEE 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 DELEGATED BY THE COMMISSIONERS COURT.

H. Successors and Assigns. This Agreement is binding on the Developer and the heirs, successors, and assigns of the Developer and on any person acquiring an ownership interest in the Property through the Developer. The Developer'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 or delayed if the Developer's assignee expressly assumes all obligations of the Developer under this Agreement. An assignment shall not be construed as releasing the Developer from Developer's obligations under this Agreement and the Developer's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this paragraph unless and until the County executes and delivers to the Developer a written release. The County agrees to release the Developer, if the Developer's assignee expressly assumes the Developer's obligations under this Agreement and has posted the Fiscal 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 Developer.

I. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

J. Expiration. This Agreement will terminate upon the completion of the Developer's obligations under this Agreement.

K. Notice. Any notices hereunder will be delivered in writing and addressed to the respective Party at the address set forth below for such Party by (i) personal delivery; (ii) U.S. Mail, certified or registered, return receipt requested, postage prepaid; or (iii) FedEx or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective upon the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified.

Developer: Century Land Holdings II, LLC
13620 N. FM 620
Building A, Suite 170
Austin, Texas 78717

Developer: GRBK Edgewood LLC
c/o Green Brick Partners
5501 Headquarters Drive, Suite 300W
Plano, Texas 75024

Copy to: Winstead PC
600 W. 5th Street, Suite 900
Austin, Texas 78701
Attention: Micah King

County: Transportation & Natural Resources Department
P. O. Box 1748
Austin, Texas 78767
Attention: Cynthia McDonald (or successor), County Executive

Copy to: Travis County Attorney's Office
P. O. Box 1748
Austin, Texas 78767
Attention: Honorable Delia Garza (or successor), County Attorney

The Parties may from time to time change their respective addresses by written notice to the other Party.

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. Severability. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, unconstitutional or otherwise unenforceable for any reason, the remainder of this Agreement will not be affected thereby, and this Agreement shall be construed as if such invalid, unconstitutional or unenforceable portion had never been contained herein.

N. Vested Rights. This Agreement shall not be construed to waive, modify, or reduce Developer's vested rights related to the Project.

O. Number and Gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, will be deemed to include any other number or gender as the context may require.

P. 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.

Q. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

R. Exhibit List:

Exhibit A – Property Description
Exhibit B – Site Location Map
Exhibit C – Site Map
Exhibit D – Intersection Improvements
Exhibit E – Braker Lane Extension

EXECUTED to be effective as of the later date set forth below.

COUNTY:

TRAVIS COUNTY, a political subdivision of the State of Texas

By: _____
Andy Brown,
Travis County Judge

Date: _____

DEVELOPER:

CENTURY LAND HOLDINGS II, LLC,
a Colorado limited liability company,

By: _____
Paul Kwiatkowski,
Authorized Signatory

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5th day of December, 2025, by Paul Kwiatkowski, Authorized Signatory of Century Land Holdings II, LLC, a Colorado limited liability company, on behalf of said limited liability company and in the capacity stated.

ELAINE REHBURG
Notary Public, State of Texas
Comm. Expires 05-11-2028
Notary ID 132472607

_____
Notary Public, State of Texas
My Commission Expires: 5/11/28

Elaine Rehburg
(Printed Name of Notary)

DEVELOPER:

GRBK EDGEWOOD LLC,
a Texas limited liability company,

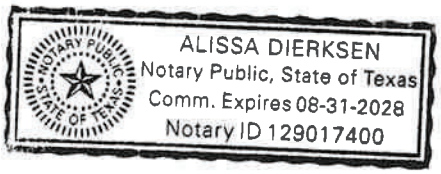
By: _____
Austin Evetts,
Authorized Signer

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11th day of December, 2025, by Austin Evetts, Authorized Signer, of GRBK EDGEWOOD LLC, a Texas limited liability company, on behalf of said limited liability company and in the capacity stated.



_____
Notary Public, State of Texas
My Commission Expires: 8/31/2028

Alissa Dierksen
(Printed Name of Notary)

After Approval Return to:
Transportation and Natural Resources
P. O. Box 1748
Austin, Texas 78767
File No: 24-48441/24-48453

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

0.559 ACRES
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 0.559 ACRES (APPROXIMATELY 24,335 SQ. FT.) IN THE LUCAS MUNOS SURVEY NO. 55, ABS. 513, TRAVIS COUNTY, TEXAS, BEING ALL OF AND THE SAME AS A 0.556 ACRE TRACT CONVEYED TO CECIL H. REMMERT AND EVELYN J. REMMERT IN A DEED OF GIFT EXECUTED FEBRUARY 8, 1991 AND RECORDED IN VOLUME 11374, PAGE 124 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.559 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found for the southernmost corner of the said 0.556 acre tract, being the easternmost corner of a 98.700 acre tract described in Volume 11378, Page 166 of the Real Property Records of Travis County, Texas, being also in the northwest line of Lot 2, Block E, Stirling Bridge Section 6, a subdivision of record in Document No. 201300013 of the Official Public Records of Travis County, Texas;

THENCE North 56°48'49" West with the southwest line of the said 0.556 acre tract and the northeast line of the said 98.700 acre tract, a distance of 162.49 feet to a 1/2" rebar found for the westernmost corner of the said 0.556 acre tract, being the southernmost corner of a 6.728 acre tract described in Document No. 2021133647 of the Official Public Records of Travis County, Texas;

THENCE with the common line of the said 0.556 acre tract and the said 6.728 acre tract, the following two (2) courses and distances:

1. North 27°48'16" East, a distance of 150.74 feet to a 1/2" rebar found for the northernmost corner of the said 0.556 acre tract;

2. South 56°48'49" East, a distance of 162.21 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost corner of the said 0.556 acre tract, being in the northwest line of Lot 5, Block E, of said Stirling Bridge Section 6;

THENCE with the southeast line of the said 0.556 acre tract and the northwest line of Lots 2-5, Block E, of said Stirling Bridge Section 6, the following two (2) courses and distances:

1. South 28°02'12" West, a distance of 67.51 feet to a 1/2" rebar with "Chaparral" cap found for the westernmost corner of said Lot 4, being the northernmost corner of said Lot 3;

2. South 27°25'38" West, a distance of 83.25 feet to the **POINT OF BEGINNING**, containing 0.559 acres of land, more or less.

Surveyed on the ground on February 2, 2021.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1086-002-BASE

6/18/21

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

98.991 ACRES
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 98.991 ACRES (APPROXIMATELY 4,312,046 SQ. FT.) IN THE LUCAS MUNOS SURVEY NO. 55, ABS. 513, TRAVIS COUNTY, TEXAS, BEING ALL OF AND THE SAME AS A 98.700 ACRE TRACT CONVEYED TO EVELYN J. REMMERT AND ALFRED G. WENDLAND, JR. IN A DEED OF GIFT EXECUTED FEBRUARY 5, 1991 AND RECORDED IN VOLUME 11378, PAGE 166 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 98.991 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1" iron pipe found in the northeast right-of-way line of Blue Goose Road (public right-of-way width varies), being the southernmost corner of the said 98.700 acre tract, being the westernmost corner of an 88.1683 acre tract described in Document No. 2011141507 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found in the northeast right-of-way line of Blue Goose Road and the southwest line of the said 88.1683 acre tract, bears South 62°59'48" East, a distance of 1322.95 feet;

THENCE North 62°45'38" West with the northeast right-of-way line of Blue Goose Road and the southwest line of the said 98.700 acre tract, a distance of 927.62 feet to a 1/2" rebar found for the westernmost corner of the said 98.700 acre tract, being the southernmost corner of an 11.224 acre tract described in Document No. 2004220463 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found in the northeast right-of-way line of Blue Goose Road and the southwest line of the said 11.224 acre tract, bears North 62°21'35" West, a distance of 43.26 feet;

THENCE with the common line of the said 98.700 acre tract and the said 11.224 acre tract, the following two (2) courses and distances:

1. North 28°03'26" East, a distance of 1713.11 feet to a 12" cedar fence corner post found for the easternmost corner of the said 11.224 acre tract;

2. North 63°07'44" West, a distance of 288.84 feet to a 1/2" rebar found for the northernmost corner of the said 11.224 acre tract, being in the southeast line of an 88.279 acre tract described in Document No. 2020031561 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found for an angle point in the northeast right-of-way line of Blue Goose Road, being the

westernmost corner of the said 11.224 acre tract, being also the southernmost corner of the said 88.279 acre tract, bears South 28°04'37" West, a distance of 1644.00 feet;

THENCE North 28°12'31" East with the northwest line of the said 98.700 acre tract and the southeast line of the said 88.279 acre tract, a distance of 104.55 feet to a 1/2" rebar with "BGE Inc." cap found for the easternmost corner of the said 88.279 acre tract, being the southernmost corner of a 76.683 acre tract described in Document No. 2020031621 of the Official Public Records of Travis County, Texas;

THENCE with the northwest line of the said 98.700 acre tract and the southeast line of the said 76.683 acre tract, the following four (4) courses and distances:

1. North 28°37'03" East, a distance of 60.12 feet to a 1/2" rebar found;

2. North 28°57'52" East, a distance of 224.29 feet to a 1/2" rebar with "Early Boundary" cap set;

3. North 27°43'52" East, a distance of 640.19 feet to a 1/2" rebar found;

4. North 27°41'31" East, a distance of 743.50 feet to an axle found for the easternmost corner of the said 76.683 acre tract, being the apparent southernmost corner of a 14 acre tract described in Document No. 2006106050 of the Official Public Records of Travis County, Texas;

THENCE North 28°18'15" East with the northwest line of the said 98.700 acre tract and the apparent southeast line of the said 14 acre tract, a distance of 530.71 feet to a 1/2" rebar with "Early Boundary" cap set for the northernmost corner of the said 98.700 acre tract, being a western corner of 6.728 acre tract described in Document No. 2021133647 of the Official Public Records of Travis County, Texas, from which a 1/2" iron pipe found in the northwest line of the said 6.728 acre tract, bears North 28°18'15" East, a distance of 20.74 feet;

THENCE with the northeast line of the of the said 98.700 acre tract and the southwest line of the said 6.728 acre tract, the following two (2) courses and distances:

1. South 57°07'35" East, passing a 1/2" rebar found at a distance of 1.71 feet and continuing for a total distance of 679.71 feet to a 1/2" rebar found;

2. South 56°57'33" East, a distance of 371.72 feet to a 1/2" rebar found for the southernmost corner of the said 6.728 acre tract, being the westernmost corner of a 0.556 acre tract described in Volume 11374, Page 124 of the Real Property Records of Travis County, Texas;

THENCE South 56°48'49" East with the northeast line of the of the said 98.700 acre tract and the southwest line of the said 0.556 acre tract, a distance of 162.49 feet to a 1/2" iron pipe found for the easternmost corner of the said 98.700 acre tract, being the southernmost corner of the said 0.556 acre tract, being also in the northwest line of Lot 2, Block E, Stirling Bridge Section 6, a subdivision of record in Document No. 201300013 of the Official Public Records of Travis County, Texas;

THENCE South 28°04'11" West with the southeast line of the said 98.700 acre tract, and the northwest line of Lots 1 and 2, Block E, of said Stirling Bridge, Section 6, a distance of 76.83 feet to a 1/2" rebar with "Chaparral" cap found for the northernmost termination of Minch Road (50' public right-of-way width) as shown on said Stirling Bridge, Section 6, being the westernmost corner of said Lot 1;

THENCE South 27°30'29" West with the northwest termination of Minch Road and the southeast line of the said 98.700 acre tract, a distance of 50.00 feet to a 1/2" rebar with "RJ Surveying" cap found for the westernmost termination of Minch Road, being the northernmost corner of Lot 30, Block D, of said Stirling Bridge, Section 6;

THENCE South 27°30'29" West with the southeast line of the said 98.700 acre tract and the northwest line of Lots 19-30, Block D, of said Stirling Bridge, Section 6, a distance of 673.59 feet to a 1/2" rebar with "Chaparral" cap found for the westernmost corner of said Lot 19, being the northernmost corner of Lot 18, Block D, Stirling Bridge, Section 5, a subdivision of record in Document No. 201300014 of the Official Public Records of Travis County, Texas;

THENCE South 27°30'29" West with the southeast line of the said 98.700 acre tract and the northwest line of Lots 16-18, Block D, of said Stirling Bridge, Section 5, a distance of 251.07 feet to an 80D nail found in concrete for the westernmost corner of said Lot 16, being the northernmost corner of the said 88.1683 acre tract;

THENCE South 28°04'24" West with the southeast line of the said 98.700 acre tract and the northwest line of the said 88.1683 acre tract, a distance of 2841.85 feet to the **POINT OF BEGINNING**, containing 98.991 acres of land, more or less.

Surveyed on the ground on February 2, 2021.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1086-002-BASE

6/18/21

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

6.728 ACRES
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 6.728 ACRES (APPROXIMATELY 293,059 SQ. FT.), BEING ALL OF AND THE SAME AS A 6.728 ACRE TRACT CONVEYED TO EVELYN J. REMMERT AND CECIL H. REMMERT IN A CORRECTION WARRANTY DEED DATED FEBRUARY 10, 1998 AND RECORDED IN DOCUMENT NO. 2021133647 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 6.728 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in southeast right-of-way line of Cameron Road (public right-of-way width varies), being the northernmost corner of the said 6.728 acre tract, being also the westernmost corner of a 68.39 acre tract described in Volume 4429, Page 99 of the Deed Records of Travis County, Texas;

THENCE with the common line of the said 6.728 acre tract and the said 68.39 acre tract, the following six (6) courses and distances:

1. South 71°59'05" East, a distance of 722.23 feet to a 1/2" rebar found;
2. South 72°19'41" East, a distance of 692.08 feet to a 1/2" rebar found;
3. South 28°22'04" West, a distance of 621.18 feet to a 1/2" rebar found;
4. South 57°07'35" East, a distance of 662.29 feet to a 1/2" rebar found for the southernmost corner of the said 68.39 acre tract;
5. North 34°19'26" East, a distance of 363.48 feet to a 1" iron pipe found;
6. South 87°03'12" East, a distance of 537.92 feet to a 1/2" rebar found for the easternmost corner of the said 6.728 acre tract, being in the northwest line of Lot 11, Block E, Stirling Bridge, Section Three, a subdivision of record in Document No. 201000126 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar with "Stanley" cap found in the southeast line of the said 68.39 acre tract, being the northernmost corner of Lot 12, Block E, of said Stirling Bridge, Section Three, bears North 27°50'17" East, a distance of 95.44 feet;

THENCE South 27°50'17" West with the southeast line of the said 6.728 acre tract and the northwest line of Lots 9,10 and 11, Block E, of said Stirling Bridge, Section Three, a distance of 323.70 feet to a 1/2" rebar with "Stanley" cap found for the westernmost corner of said Lot 9, being the northernmost corner of Lot 8, Block E, Stirling Bridge, Section 6, a subdivision of record in Document No. 201300013 of the Official Public Records of Travis County, Texas;

THENCE South 28°02'12" West with the southeast line of the said 6.728 acre tract and the northwest line of Lots 5-8, Block E, of said Stirling Bridge, Section 6, a distance of 182.56 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost corner of a 0.556 acre tract described in Volume 11374, Page 124 of the Real Property Records of Travis County, Texas;

THENCE with the common line of the said 6.728 acre tract and the said 0.556 acre tract, the following two (2) courses and distances:

1. North 56°48'49" West, a distance of 162.21 feet to a 1/2" rebar found for the northernmost corner of the said 0.556 acre tract;

2. South 27°48'16" West, a distance of 150.74 feet to a 1/2" rebar found for the southernmost corner of the said 6.728 acre tract, being the westernmost corner of the said 0.556 acre tract, being also in the northeast line of a 98.700 acre tract described in Volume 11378, Page 166 of the Real Property Records of Travis County, Texas;

THENCE with the southwest line of the said 6.728 acre tract and the northeast line of the said 98.700 acre tract, the following two (2) courses and distances:

1. North 56°57'33" West, a distance of 371.72 feet to a 1/2" rebar found;

2. North 57°07'35" West passing a 1/2" rebar found at a distance of 678.00 feet and continuing for a total distance of 679.71 feet to a 1/2" rebar with "Early Boundary" cap set for the northernmost corner of the said 98.700 acre tract, from which an axle found in the northwest line of the said 98.700 acre tract, being the easternmost corner of a 76.683 acre tract described in Document No. 2020031621 of the Official Public Records of Travis County, Texas, bears South 28°18'15" West, a distance of 530.71 feet;

THENCE with the northwest line of the said 6.728 acre tract and the apparent southeast line of a 14.25 acre tract and 11.25 acre tract described in Document No. 2006106049 of the Official Public Records of Travis County, Texas, the following two (2) courses and distances:

1. North 28°18'15" East, a distance of 20.74 feet to a 1/2" iron pipe found;

2. North 28°22'04" East, a distance of 595.50 feet to a 1/2" rebar with "Early Boundary" cap set for the apparent easternmost corner of the said 11.25 acre tract;

THENCE with the southwest line of the said 6.728 acre tract and the apparent northeast line of the said 11.25 acre tract, the following two (2) courses and distances:

1. North 72°19'41" West, a distance of 667.58 feet to a 1/2" rebar with "Early Boundary" cap set;

2. North 71°59'05" West, a distance of 739.39 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the southeast right-of-way line of Cameron Road, being the westernmost corner of the said 6.728 acre tract;

THENCE North 58°32'55" East with the southeast right-of-way line of Cameron Road and the northwest line of the said 6.728 acre tract, a distance of 26.31 feet to the **POINT OF BEGINNING**, containing 6.728 acres of land, more or less.

Surveyed on the ground on February 2, 2021.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

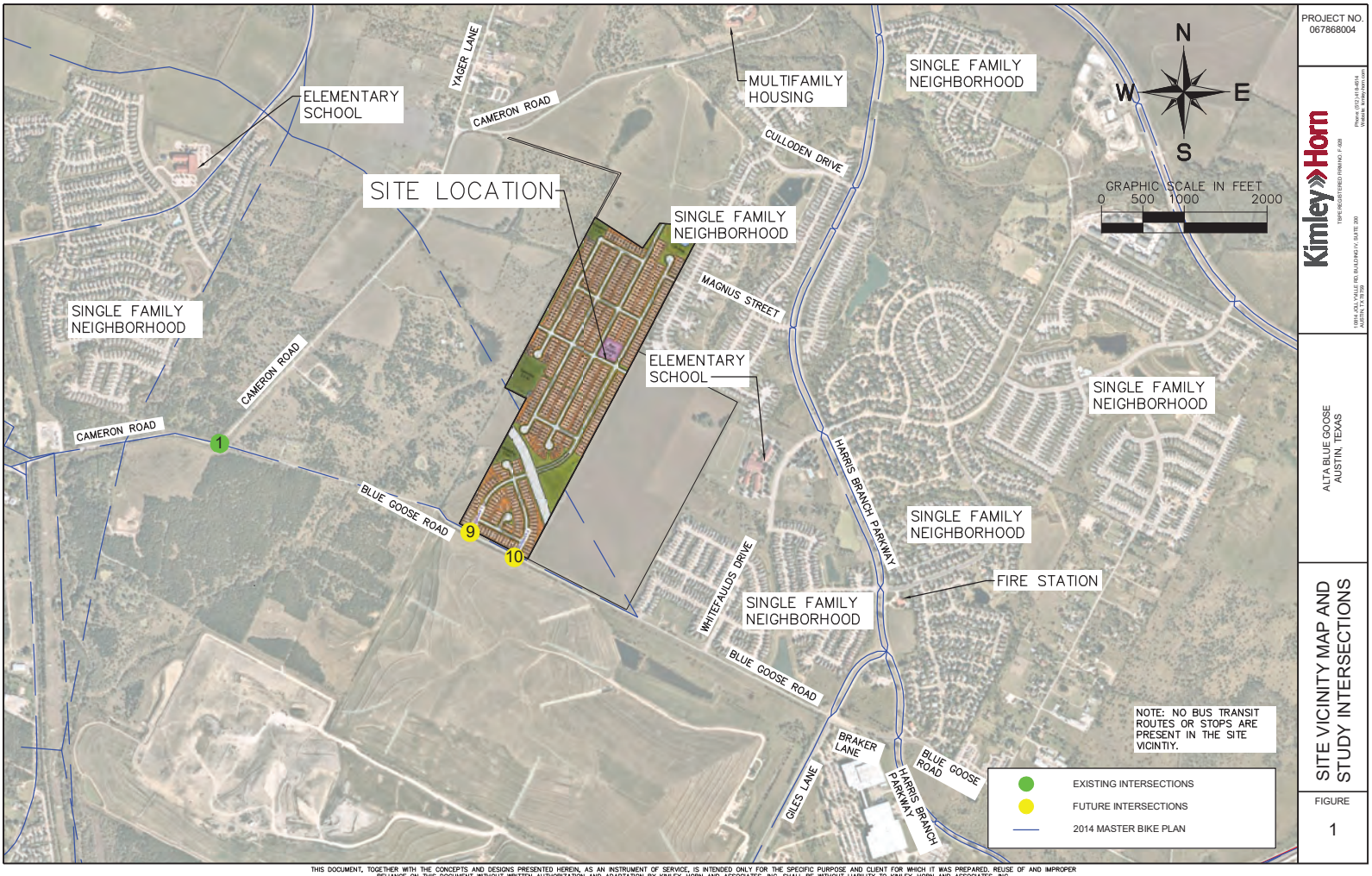
Attachments: Survey Drawing No. 1086-002-BASE

6/16/21

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



Exhibit B



PROJECT NO. 067868004

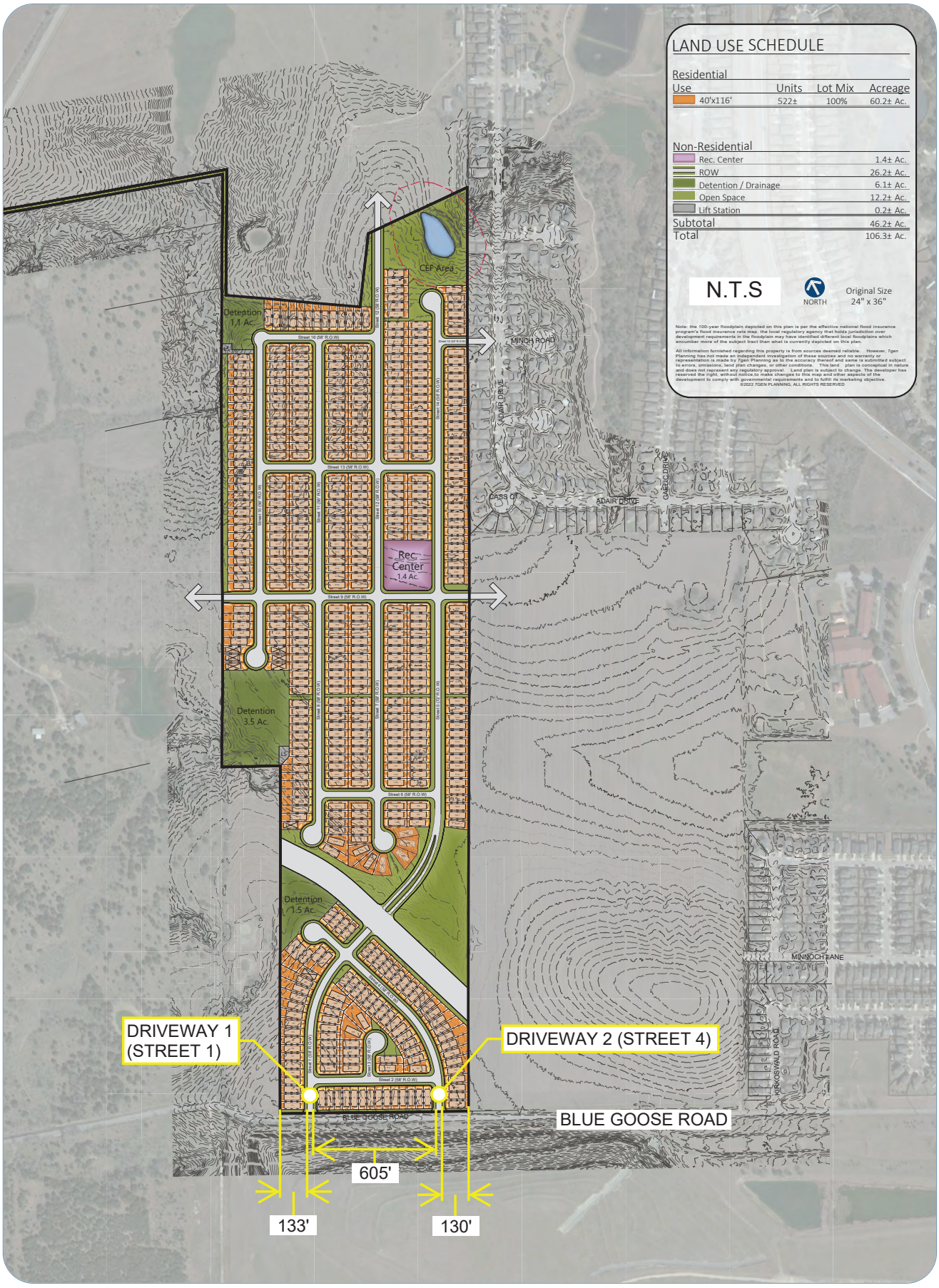
Kimley»Horn

ALTA BLUE GOOSE
AUSTIN, TEXAS

SITE VICINITY MAP AND STUDY INTERSECTIONS

FIGURE 1

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

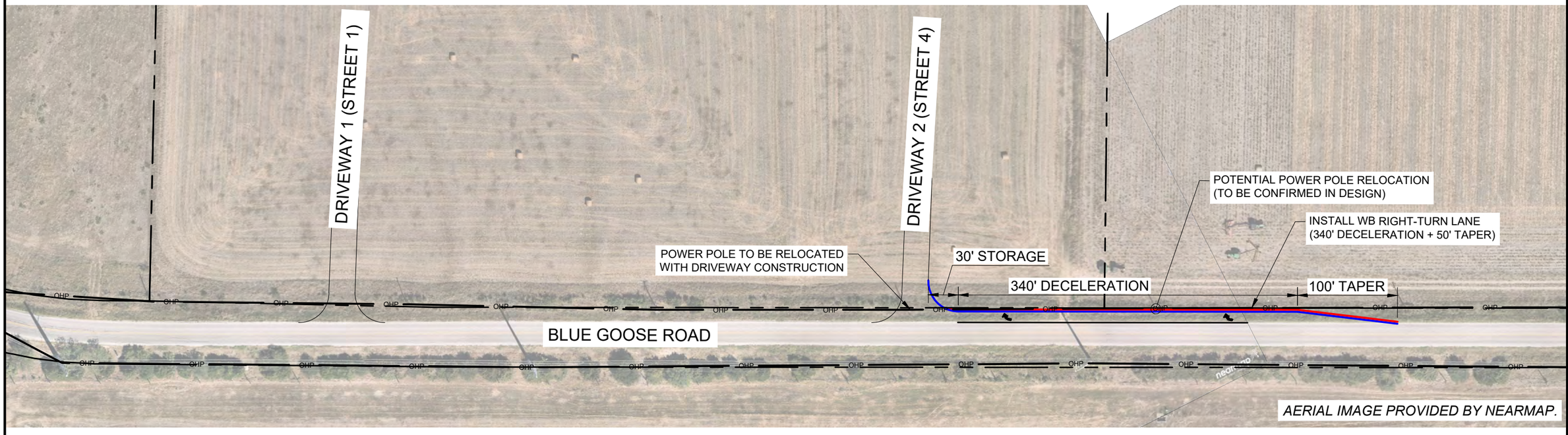


CENTURY COMMUNITIES

Evelyn Tract
106.3± Acres within Austin ETJ, Texas
Detailed Lotting Plan - Option B5

7gen PLANNING
PLANNING & LANDSCAPE ARCHITECTURE
AUSTIN • HOUSTON • 7GENPLANNING.COM

Exhibit D



NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

EDGE OF PAVEMENT
EDGE OF TRAVEL LANE
RIGHT OF WAY

PROJECT NO.
067868004

Kimley»Horn
TBPE REGISTERED FIRM NO. F-928
10814 JOLLYVILLE RD. BUILDING IV, SUITE 200
AUSTIN, TX 78759
Phone: (512) 418-4514
Website: kimley-horn.com

ALTA BLUE GOOSE
AUSTIN, TEXAS

DRIVEWAY 2
DECELERATION LANE

FIGURE
8

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

Kimley»Horn

Texas Registered Eng. Firm No. F-928

Table 13 – 2024 Developer Contributions Pro-Rata Cost Share

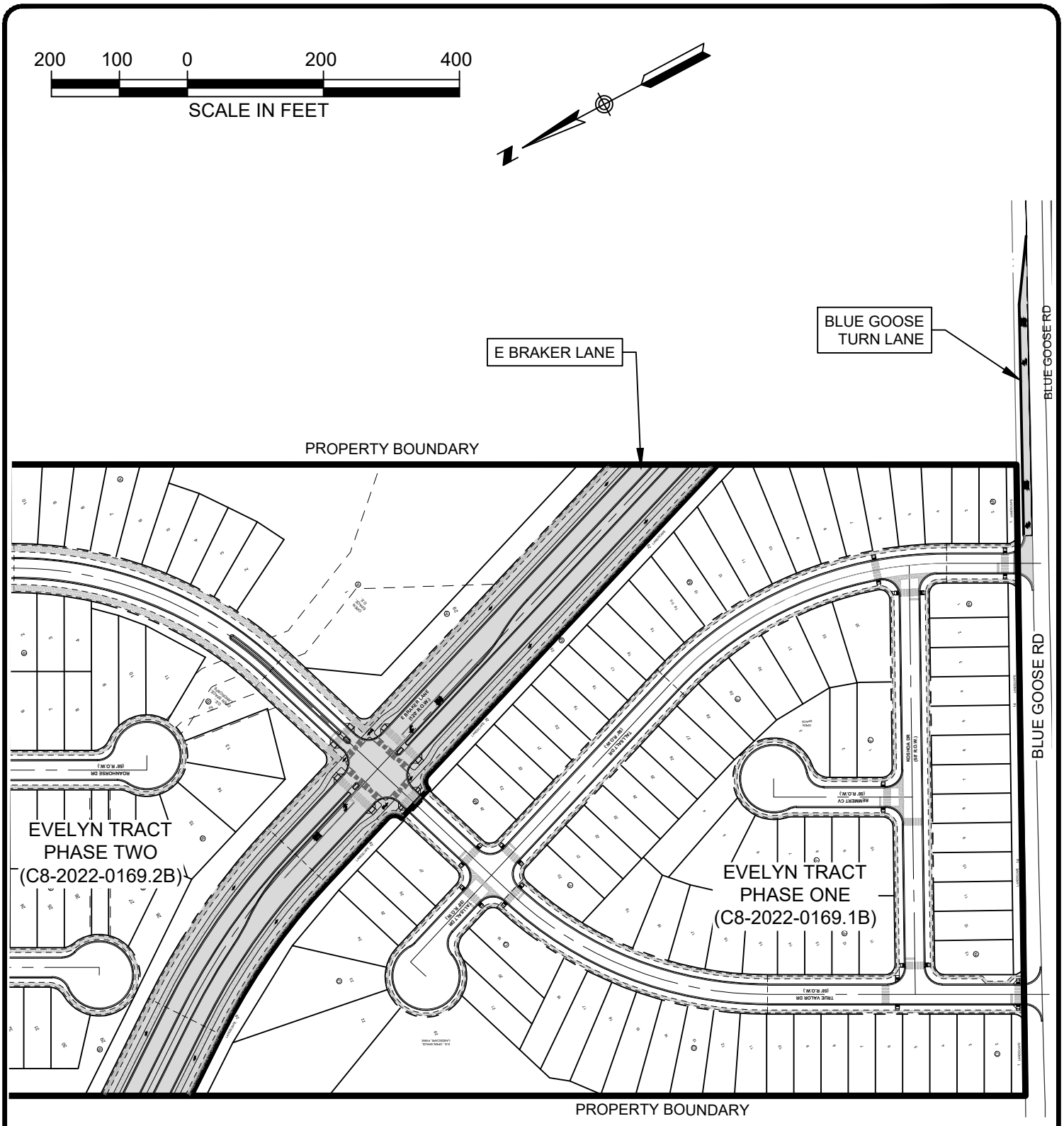
Intersection	Mitigation Measure	Total Estimated Cost (2021)	Inflation (6%) for 3 Years	Total Estimated Cost (2024)	% Site Traffic at location	Pro-Rata Cost Share
Cameron Road & Cameron Road / Blue Goose Road	Install southbound right-turn lane (265' turn bay and 50' taper)	$71,000	$13,562.14	$84,562	11%	$9,551
	TOTALS	**$71,000**	**-**	**$84,562**		**$9,551**
					TOTAL CONTRIBUTION	**$9,551**

* Inflation has been included in the OPCC for this unit cost. See Appendix L.
+Inflation has been applied to the total estimated cost

Table 14 – 2024 Developer Constructed Mitigations Pro-Rata Cost Share

Intersection	Mitigation Measure	Total Estimated Cost (2021)	Inflation (6%) for 3 Years	Total Estimated Cost (2024)	% Site Traffic at location	Pro-Rata Cost Share*
Blue Goose Road & Driveway 2 (Street 4)	Install westbound right-turn lane (340' turn bay and 100' taper)	$119,000	$22,730.90	$141,731	100%	$119,000
Braker Lane from Cameron Road to Blue Goose Road	Design and construct Braker Lane roadway extension within site boundary	$1,261,407	$240,948.92	$1,502,356	100%	$1,502,356
	TOTALS	**$1,380,407**	**-**	**$1,644,087**		**$1,621,356**
					TOTAL CONTRIBUTION	**$1,621,356**

*These costs are shown for informational purposes only. Improvements will be designed and constructed by developer independent of costs shown here.

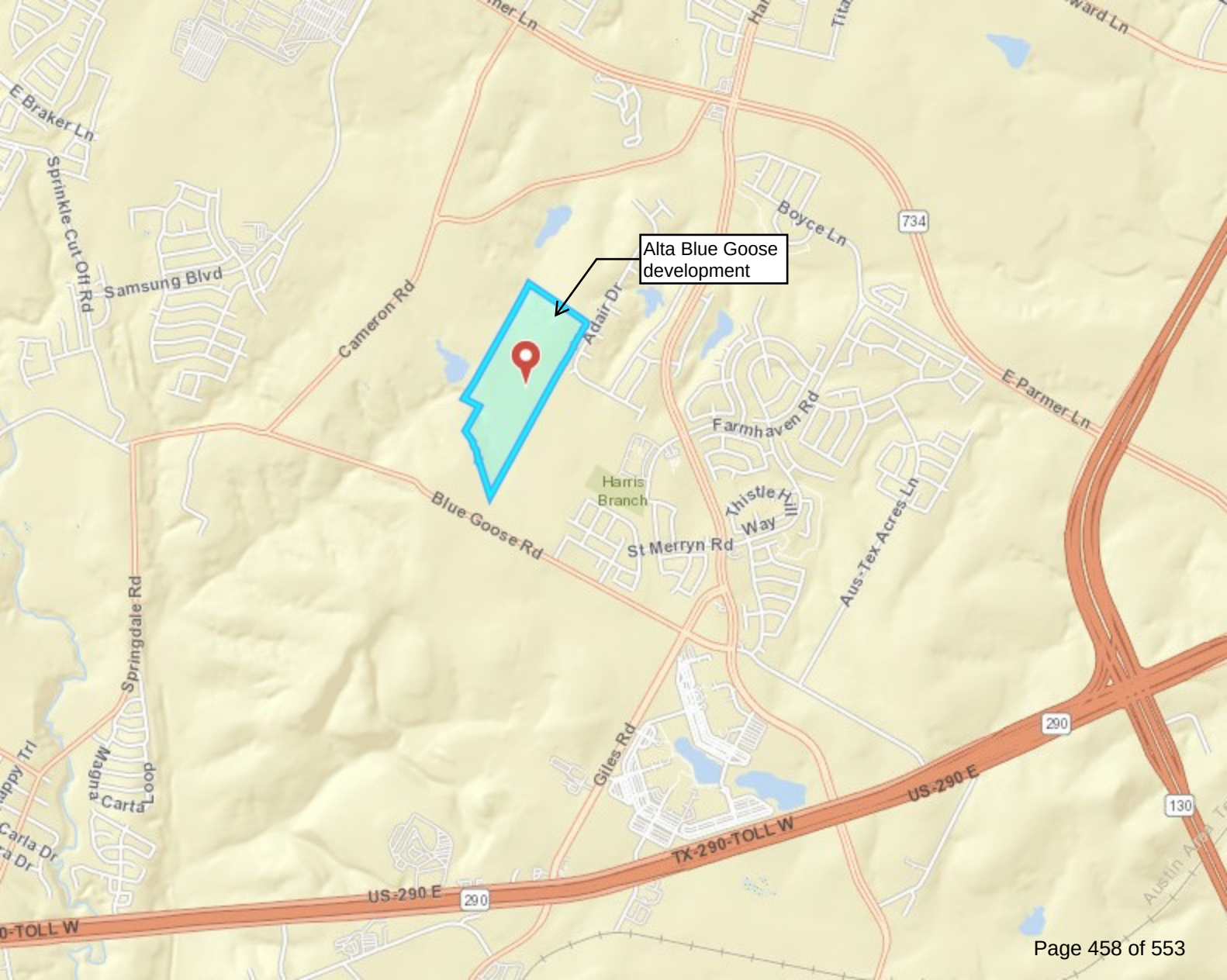


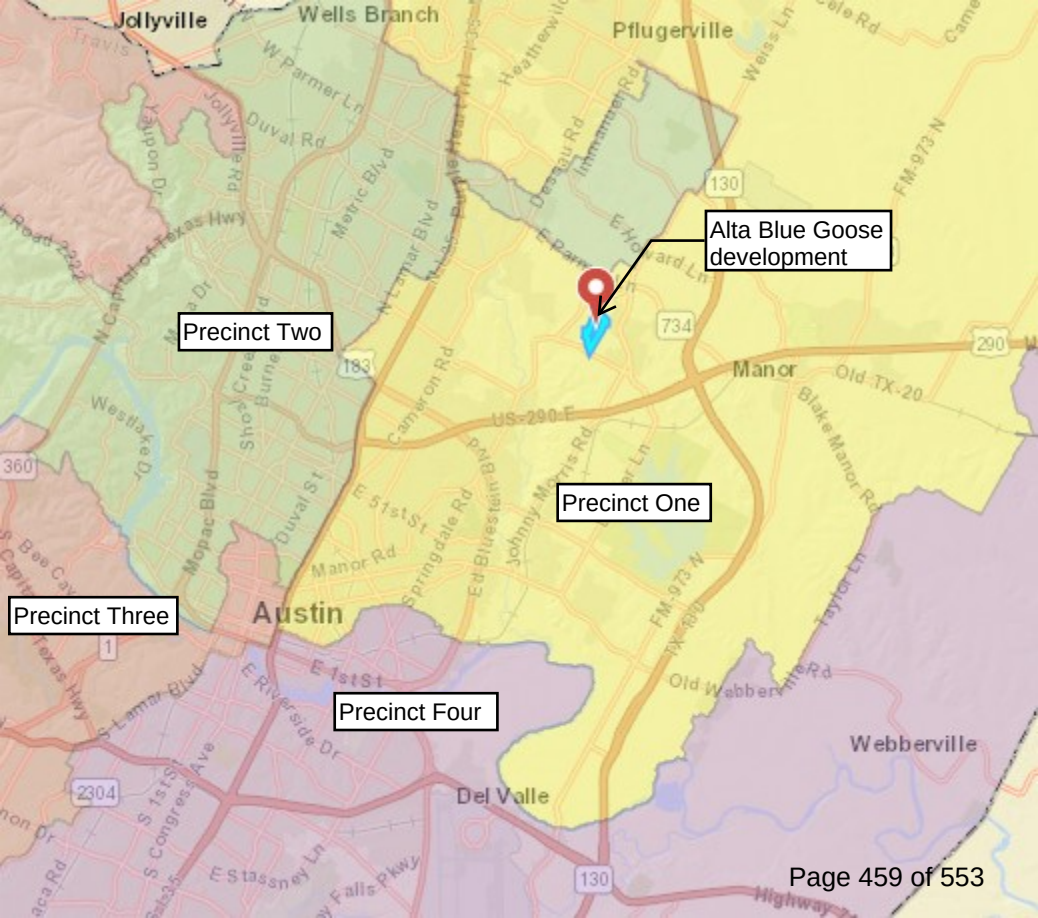
LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

EVELYN TRACT TIA MITIGATION IMPROVEMENTS

evelyn-turn lane-letter_2025-09-25.dwg

1 OF 1


Alta Blue Goose development
E Braker Ln
Sprinkle Cut Off Rd
Samsung Blvd
Cameron Rd
Adair Dr
Boyce Ln
734
E Parmer Ln
Farmhaven Rd
Harris Branch
Thistle Hill Way
Aus-Tex Acres Ln
Blue Goose Rd
St Merryn Rd
Springdale Rd
Giles Rd
290
US-290 E
TX-290-TOLL W
130


Alta Blue Goose development
Precinct Two
Precinct One
Precinct Three
Precinct Four
Jollyville
Wells Branch
Pflugerville
Manor
Austin
Del Valle
Webberville
Old TX-20
US-290 E
Manor Rd
E 51st St
E 1st St
Cameron Rd
Johnny Morris Rd
Springdale Rd
Ed Bluestein Blvd
Blake Manor Rd
Taylor Ln
Old Webberville Rd
Mopac Blvd
Duval St
Metric Blvd
Jollyville Rd
W Parmer Ln
Duval Rd
Heatherwilde Blvd
Dessau Rd
Immanuel Rd
Weiss Ln
FM-973 N
E Howard Ln
E Parmer Ln
N Capital of Texas Hwy
Westlake Dr
Shoal Creek Blvd
Burnet Rd
N Lamar Blvd
S Lamar Blvd
E Riverside Dr
S 1st St
S Congress Ave
E Stassney Ln
Texas Hwy
130
183
734
290
360
1
2304

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Approve the corrected minutes for the June 7, 2022, Voting Session due to a scrivener's error on item 19, and the minutes for the December 19, 2025, Voting Session. (Judge Brown)

Prepared By/Phone Number: Lola Ogunro, Commissioners Court Specialist,
Elected/Appointed Official or Department Head: Dyana Limon-Mercado
Commissioners Court Sponsor(s): Judge Andy Brown
Press Inquiries: Perdita Henry Perdita.Henry@traviscountytx.gov (512-854-5236)

Background/Summary of Request:
Item 19 was corrected to reflect Commissioner Travillion's absence from the June 7, 2022 voting session.

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
1. 06-07-2022 VS Minutes
2. 12-19-2025 VS Minutes

Minutes for the
Travis County Commissioners Court
June 7, 2022
Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.traviscountytx.gov ● PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on June 7, 2022, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Rebecca Guerrero County Clerk, was represented by Deputy Gillian Porter.

Present:	County Judge Andy Brown
	Commissioner Precinct 2 Brigid Shea
	Commissioner Precinct 3 Ann Howard
	Commissioner Precinct 4 Margaret J. Gómez
Absent	Commissioner Precinct 1 Jeffrey Travillion

County Announcements

Clerk's Note: There were no County Announcements.

Consent

C1. Receive bids from County Purchasing Agent. (Commissioner Travillion)

C2. Approve payment of claims by the County Treasurer. (Judge Brown)

C3. Authorize the County Treasurer to invest County funds. (Judge Brown)

MOTION:	Approve Items C1-C3.
RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Commissioner Precinct 4 Margaret Gómez
SECONDER:	Commissioner Precinct 3 Ann Howard
AYES:	Andy Brown, Ann Howard, Margaret Gómez
ABSENT:	Jeffrey Travillion, Brigid Shea

Second Consent Motion

MOTION:	Approve Items 7, 8, 9, 11, 12.a-b, 14, 16.a-b, 17, 18, 21, 22, 23, 24, 25, and 26.
RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Commissioner Precinct 4 Margaret Gómez

SECONDER: Commissioner Precinct 3 Ann Howard
AYES: Andy Brown, Ann Howard, Margaret Gómez
ABSENT: Jeffrey Travillion, Brigid Shea

Public Hearings

1. Receive comments regarding a plat for recording: Mason Subdivision, Revised Plat, Lots 1-4 - (1 total lot – commercial use on 5.211 acres) – Hamilton Pool Road – Travis County only in Precinct Three. (Commissioner Howard)

MOTION: Open the Public Hearing.
RESULT: **APPROVED - UNANIMOUS**
MOVER: Commissioner Precinct 3 Ann Howard
SECONDER: Commissioner Precinct 4 Margaret Gómez
AYES: Andy Brown, Ann Howard, Margaret Gómez
ABSENT: Jeffrey Travillion, Brigid Shea

Members of the Court heard from:
Anna Bowlin, Division Director, Development Services and Long-Range Planning, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED - UNANIMOUS**
MOVER: Commissioner Precinct 3 Ann Howard
SECONDER: Commissioner Precinct 4 Margaret Gómez
AYES: Andy Brown, Ann Howard, Margaret Gómez
ABSENT: Jeffrey Travillion, Brigid Shea

Resolutions & Proclamations

2. Approve a proclamation recognizing the month of June as "Elder Abuse Prevention Month" in Travis County. (Judge Brown & Commissioner Gómez)

Members of the Court heard from:
Ross Stephens, Director, Community Services Division, Travis County Health and Human Services (HHS)
Kent Herring, CEO, Family Eldercare

MOTION: Approve Item 2.
RESULT: **APPROVED - UNANIMOUS**
MOVER: Commissioner Precinct 4 Margaret Gómez
SECONDER: Commissioner Precinct 2 Brigid Shea
AYES: Andy Brown, Brigid Shea, Ann Howard, Margaret Gómez
ABSENT: Jeffrey Travillion

3. Approve a proclamation recognizing the month of June as "Gun Violence Awareness Month" in Travis County. (Judge Brown & Commissioner Travillion)

Members of the Court heard from:
Alexander Strenger, Travis County resident
Sally Hernandez, Travis County Sheriff

MOTION:	Approve Item 3.
RESULT:	**APPROVED - UNANIMOUS**
MOVER:	County Judge Andy Brown
SECONDER:	Commissioner Precinct 2 Brigid Shea
AYES:	Andy Brown, Brigid Shea, Ann Howard, Margaret Gómez
ABSENT:	Jeffrey Travillion

Emergency Services

4. Consider and take appropriate action regarding the following:

A. Outdoor burning in the unincorporated areas of Travis County

B. County response to natural disaster or other emergency (Judge Brown)

Members of the Court heard from:
Tony Callaway, Travis County Fire Marshal

MOTION:	Approve an order prohibiting outdoor burning.
RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Commissioner Precinct 4 Margaret Gómez
SECONDER:	Commissioner Precinct 2 Brigid Shea
AYES:	Andy Brown, Brigid Shea, Ann Howard, Margaret Gómez
ABSENT:	Jeffrey Travillion

Clerk's Note: The prohibition on outdoor burning will expire on July 13, 2022. If conditions improve the order can be lifted by the County Judge or the Fire Marshal without action by the Commissioners Court.

5. Receive briefing and take appropriate action regarding items related to the County's response to and recovery from COVID-19, including but not limited to:

A. Vaccine distribution, operations, and associated agreements

Members of the Court heard from:
Chuck Brotherton, County Executive, Emergency Services
George Morales III, Constable, Precinct 4

RESULT: DISCUSSED

B. Periodic update from the Austin/Travis County Public Health Authority

C. Other necessary measures and actions, including any legal actions, steps, orders, policies, or communications related to COVID-19 and measures necessary to protect public health and safety of employees and residents (Judge Brown)

RESULT: NO ACTION NECESSARY

6. Receive an update from Travis County Emergency Services District Commissioners regarding ESD statuses, activities, improvements, and other topics of interest to the Commissioners Court and other ESD stakeholders. (Commissioners Shea & Howard)

Members of the Court heard from:

Chuck Brotherton, County Executive, Emergency Services
David Wilson, Chief, Emergency Services District #9 (ESD #9)
Paula Barr, Commissioner, ESD #6
Ken Bailey Chief, ESD #11
Mike Bessner, Commissioner, ESD #2

RESULT: DISCUSSED

7. Consider and take appropriate action on an amendment to the Internship Agreement between Travis County and St. Edward's University to facilitate internship opportunities for autopsy technicians. (Commissioners Shea & Howard)

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on a Program Letter of Agreement between the University of Texas Health Science Center and Travis County regarding EMS Fellows participating in an Emergency Medicine Residency and EMS fellowship with Travis County STAR Flight, overseen by Dr. James Kempema. (Commissioners Shea & Howard)

RESULT: ADDED TO CONSENT

Health & Human Services

9. Consider and take appropriate action to approve the revised Travis County CDBG-DR Housing Guidelines. (Judge Brown & Commissioner Gómez)

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action on:

A. Approve reimbursement with ARPA funds to Strategic Housing Finance Corporation of Travis County (SHFC) for expenses related to temporary relocation of the residents at Rosemont at Oak Valley Apartments to reduce the spread of COVID-19

B. Receive a briefing and updates from Strategic Housing Finance Corporation of Travis County and Travis County staff regarding relocation efforts at Rosemont at Oak Valley, located at 2800 Collins Creek Drive
(Jude Brown & Commissioner Gómez)

Members of the Court heard from:

Pilar Sanchez, County Executive, Travis County Health and Human Services (HHS)
Patrick Howard, Executive Vice President; Strategic Housing Finance Corporation (SHFC)

MOTION:	Follow staff recommendations to reimburse SHFC $1.68M.
RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Commissioner Precinct 3 Ann Howard
SECONDER:	Commissioner Precinct 4 Margaret Gómez
AYES:	Andy Brown, Brigid Shea, Ann Howard, Margaret Gómez
ABSENT:	Jeffrey Travillion

Planning & Budget

11. Consider and take appropriate action on budget amendments, transfers, and discussion items. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

12. Consider and take appropriate action on the following grant programs, applications, contracts and related special budgets, and permissions to continue:

A. Ratification of the annual application to the Automobile Burglary and Theft Prevention Authority to continue the Sheriff's Combined Auto Theft Task Force Program in the Travis County Sheriff's Office

B. Contract Amendment for the Victim Coordinator and Liaison Grant with the Texas Office of the Attorney General in the District Attorney's Office (Commissioner Gómez)

RESULT: ADDED TO CONSENT

13. Receive briefing on summary results of the 2022 Travis County Community Survey and next steps on a community process to assist with decision-making for a variety of County purposes including but not limited to economic development, strategic planning, and programs funded by ARPA's Local Fiscal Recovery Funds. (Commissioners Shea & Gómez)

Members of the Court heard from:

Christy Moffett, Director, Economic Development & Strategic Investments, Planning and Budget Office (PBO)

Yaria Robinson, Senior Planner PBO
Madai Montes, Community Engagement Specialist, PBO
Hector Nieto, Public Information Officer, Public Information Office (PIO)
Zenobia Joseph, Travis County resident
Arthur C. Graves, Travis County resident

RESULT: DISCUSSED

Purchasing

14. Approve Change Order No. 3 to Contract No. 4400005553 with Flintco, LLC, in the amount of $616,167.32, for the construction of the Bee Creek Sports Complex. (Transportation & Natural Resources) (Commissioner Travillion)

RESULT: ADDED TO CONSENT

15. Approve Ratification, Exemption and Award of Contract No. 4400006364 with Asian Family Support Services of Austin (AFSSA), for domestic and sexual violence, outreach, and community education program, in the amount of $200,000.00, from the competitive procurement process, pursuant to Texas Local Government Code § 262 et seq. (Health & Human Services) (Commissioner Travillion)

Members of the Court heard from:
Pilar Sanchez, County Executive, HHS
Korey Darling, Planning Manager, HHS
Zenobia Joseph, Travis County resident
Trelisha Brown, Division Director, Travis County Attorney's Office

MOTION:	Approve Item 15.
RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Commissioner Precinct 4 Margaret Gómez
SECONDER:	Commissioner Precinct 2 Brigid Shea
AYES:	Andy Brown, Brigid Shea, Ann Howard, Margaret Gómez
ABSENT:	Jeffrey Travillion

Technology & Operations

16. Consider and take appropriate action on the following Personnel Amendments:

A. Routine Personnel Actions

B. Non-Routine Personnel Actions
(Commissioners Travillion & Gómez)

RESULT: ADDED TO CONSENT

17. Receive an update on Travis County Employee Health Care Fund for the period October 1, 2021 to April 30, 2022. (Commissioners Travillion & Gomez)

RESULT: ADDED TO CONSENT

18. Consider and take appropriate action on the annual approved County Holiday Schedule. In accordance with the Travis County Policies, Procedures and Regulations Manual, Sections 110.043 Holidays and 110.044 Personal Holidays, respectively, discuss and approve Holiday time effective October 1, 2022 through December 31, 2023. (Commissioners Travillion & Gómez)

RESULT: ADDED TO CONSENT

19. Receive and take appropriate action on the final draft Paid Parental Leave policy. (*This item may be taken into Executive Session under Texas Government Code, § 551.071 Consultation with Attorney*) (Commissioners Travillion & Gómez)

Members of the Court heard from:

Shannon Weidauer, Director, Human Resources Management Department (HRMD)
Shannon Steele, Benefits Manager, HRMD
Travis Gatlin, Budget Director, PBO
Leslie Dippel, Division Director, Travis County Attorney's Office

MOTION:	Adopt Option B, Including the additional language regarding job protection.
RESULT:	**APPROVED - UNANIMOUS**
MOVER:	County Judge Andy Brown
SECONDER:	Commissioner Precinct 2 Brigid Shea
AYES:	Andy Brown, Brigid Shea, Ann Howard, Margaret Gómez
ABSENT:	Jeffrey Travillion

Transportation & Natural Resources

20. Consider and take appropriate action on a plat for recording: Mason Subdivision, Revised Plat of Lots 1-4 - (one total lot – commercial use on 5.211 acres) – Hamilton Pool Road – Travis County only in Precinct Three. (Commissioner Howard)

Members of the Court heard from:

Anna Bowlin, Division Director, Development Services and Long-Range Planning, TNR

MOTION:	Approve the application in Item 20.
RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Commissioner Precinct 3 Ann Howard

SECONDER: Commissioner Precinct 4 Margaret Gómez
AYES: Andy Brown, Ann Howard, Margaret Gómez
ABSENT: Jeffrey Travillion, Brigid Shea

21. Consider and take appropriate action regarding a Preliminary Plan: Slaughter Lane, 90 acre (Small Subdivision) Preliminary Plan - (275 total lots – 266 single-family and nine open space, drainage, landscape, and water quality lots – 90.349 acres) – Slaughter Lane and Thaxton Road: City of Austin's two-mile ETJ in Precinct Four. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

22. Consider and take appropriate action on a Construction Agreement between Preserve Hutto, LLC and Travis County for traffic mitigation improvements associated with the Preserve at Priem Lane**,** in Precinct One. (Commissioner Travillion)

RESULT: ADDED TO CONSENT

23. Consider and take appropriate action on requests to use Alternative Fiscal Security for the following subdivisions:

    A. Provence Phase 1, Section 6A-Alternative Fiscal Acknowledgement

    B. Provence Phase 1, Section 6B-Alternative Fiscal Acknowledgement in Precinct Three
    (Commissioner Howard)

RESULT: ADDED TO CONSENT

24. Consider and take appropriate action regarding approval of the Elm Creek Northwest Subdivision Preliminary Plan (Prelim - 610 single-family lots, 11 open space/drainage lots, and one amenity lot – 23,334 linear feet of proposed streets – 175.81 acres – State Highway 290 East – water and wastewater provided by Travis County MUD No. 14 – City of Elgin ETJ) in Precinct One. (Commissioner Travillion)

RESULT: ADDED TO CONSENT

25. Consider and take appropriate action of a conditional Final Plat approval subject to the completion of the outstanding items listed in the review comment report that has been sent to the applicant for Cypress Ranch Block A Lot 1 and Lot 2 Final Plat (Final Plat – 2 commercial lots – 6.22 acres – State Highway 71 and Cypress Ranch Blvd. – water provided by an on-site well and wastewater provided by an on-site septic system – County of Travis) in Precinct Three. (Commissioner Howard)

RESULT: ADDED TO CONSENT

26. Consider and take appropriate action regarding approval of Paleface Pedernales Replat of a portion of Lot 17, Lot 18, Lot 19 and a portion of Lot 20 (Final Plat – two single-family lots – 3.95 acres – Pedernales Point Drive – water provided by Paleface Pedernales WSC and wastewater provided by an on-site septic system – County of Travis) in Precinct Three. (Commissioner Howard)

RESULT: ADDED TO CONSENT

27. Consider and take appropriate action on a Traffic Mitigation Agreement between Travis County Healthcare District d/b/a Central Health and Travis County for traffic mitigation associated with Springdale Manor Apartments development in Precinct One. (Commissioner Travillion)

RESULT: NO ACTION NECESSARY

Other

28. Consider and take appropriate action to review and approve the Rental Agreement with Pflugerville Independent School District, Pflugerville, TX, for Expunction Expo. (Commissioner Travillion)

Members of the Court heard from:
Velva Price, Travis County District Clerk

MOTION:	Approve Item 28.
RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Commissioner Precinct 4 Margaret Gómez
SECONDER:	Commissioner Precinct 2 Brigid Shea
AYES:	Andy Brown, Brigid Shea, Ann Howard, Margaret Gómez
ABSENT:	Jeffrey Travillion

Executive Session

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
Note 6 Gov't Code Ann 551.089, IT Security

29. Receive briefing and take appropriate action regarding Travis County information security issues.[1 & 6] (Commissioners Howard & Travillion)

RESULT: NO ACTION NECESSARY

Adjourn

Minutes Approved by the Commissioners Court

Date of Approval

Andy Brown, County Judge

Minutes for the
Travis County Commissioners Court
December 19, 2025
Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.traviscountytx.gov ● PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on December 19, 2025, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dyana Limon-Mercado County Clerk, was represented by Deputies Lola Ogunro and Alicia Tovar.

Present:	County Judge Andy Brown Commissioner Precinct 1 Jeffrey Travillion Commissioner Precinct 2 Brigid Shea Commissioner Precinct 3 Ann Howard Commissioner Precinct 4 Margaret Gómez

Public Communication

Clerk's Note: There were no speakers for Public Communication.

County Announcements

Clerk's Note: The court held a moment of silence for Doctor Exalton Delco.

Consent Motion

MOTION:	Approve Consent Items 1, 3, 4, 6, 7, 8.a., and 9.
RESULT:	**APPROVED - UNANIMOUS**
MOVER:	Commissioner Precinct 4 Margaret Gómez
SECONDER:	Commissioner Precinct 1 Jeffrey Travillion
AYES:	Andy Brown, Jeffrey Travillion, Brigid Shea, Ann Howard, Margaret Gómez

Clerk's Note: Commissioner Howard thanked the volunteers who aptly serve our emergency service districts.

Auditor

1. Approve payment of claims by the County Treasurer. (Judge Brown)
RESULT: ADDED TO CONSENT

Emergency Services

2. Consider and take appropriate action regarding the following:

A. Outdoor burning in the unincorporated areas of Travis County

Members of the Court heard from:
Gary Howell, Fire Marshal, Emergency Services (ES)
Jason Estrella, Wildfire Mitigation Specialist, ES

MOTION: Approve to give the authority to the Fire Marshall or the County Judge to issue a burn ban between now and January 6th if the conditions are met.
RESULT: **APPROVED - UNANIMOUS**
MOVER: Commissioner Precinct 1 Jeffrey Travillion
SECONDER: Commissioner Precinct 2 Brigid Shea
AYES: Andy Brown, Jeffrey Travillion, Brigid Shea, Ann Howard, Margaret Gómez

B. County response to natural disaster or other emergencies, including but not limited to necessary measures and actions related to the July 2025 Severe Weather and Flooding Disaster, including Travis County's response, operations, policies, emergency assistance, agreements, and measures necessary to preserve public health and safety and rehabilitation of property, and applicable orders, declarations or resolutions, and authorization for expenditure of funds and contracts related to disaster response and recovery efforts (Judge Brown)
RESULT: NO ACTION NECESSARY

Health & Human Services

3. Consider and take appropriate action to approve a revision to the public notification advertisements for the sixth substantial amendment to the CDBG PY19–23 Consolidated Plan and PY19 Action Plan. (Judge Brown & Commissioner Gómez)
RESULT: ADDED TO CONSENT

Planning & Budget

4. Authorize the County Treasurer to invest County funds. (Judge Brown)
RESULT: ADDED TO CONSENT

5. Consider and take appropriate action on budget amendments, transfers, and discussion items. (Commissioner Gómez)
RESULT: NO ACTION NECESSARY

Purchasing

6. Ratify and approve Modification No.1 to Contract No. 4400007013 with Thompson Consulting, LLC., in the amount of $30,000.00, for Travis County Post-Disaster Monitoring Services. (Emergency Services and Transportation & Natural Resources) (Commissioners Travillion & Gómez)
RESULT: ADDED TO CONSENT

7. Approve Contract No. 4400008531 for the Microsoft Enterprise Agreement, in the amount of $10,870,540.77, from Softchoice Corporation through the Texas Department of Information Resources and authorize the Purchasing Agent to sign the contract documents. (Technology & Operations) (Commissioners Travillion & Gómez)
RESULT: ADDED TO CONSENT

Technology & Operations

8. Consider and take appropriate action on the following Personnel Amendments

A. Routine Personnel Actions (Commissioners Gómez & Travillion)
RESULT: ADDED TO CONSENT

Other

9. Consider and take appropriate action on the appointment of individuals to the Emergency Services Districts (ESDs) Board of Commissioners #s1 & 7, 3, 5, 4, 5, 6, 8 & 16, 9, 10, and 14. (Commissioner Howard)
RESULT: ADDED TO CONSENT

Executive Session

10. Receive briefing and take appropriate action regarding Travis County security and information security issues.[1,4 & 6] (Commissioner Travillion & Howard)
RESULT: NO ACTION NECESSARY

Adjourn

Minutes Approved by the Commissioners Court

Date of Approval

Andy Brown, County Judge

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take action to approve six license agreements for use as Early Voting and Election Day polling sites for the March 3, 2026 Joint Primary Election:

Prepared By/Phone Number: Andrew Dillard, Elections Coord Sr,
Elected/Appointed Official or Department Head: Dyana Limon-Mercado
Commissioners Court Sponsor(s): Judge Andy Brown
Press Inquiries: Perdita Henry, countyclerk@traviscountytx.gov

Background/Summary of Request:
6 above-referenced license agreement for polling sites on the March 3, 2026 Joint Primary Election

Staff Recommendations:
The County Clerk's Office recommends the Court approve the six attached license agreements for polling site on the March 3, 2026 Joint Primary Election.

Issues and Opportunities:
n/a

Fiscal Impact and Source of Funding:
A. Balcones Bingo $4000 (EV and ED)
B. Ben Hur Shrine $9800 (EV and ED)
C. LBJ School of Public Affairs ($0 (EV and ED)
D. UT Texas Union $0 (EV and ED)
E. Westoak Woods Baptist Church $2000 (EV and ED)
F. Westlake United Methodist Church $300 (ED only)

The cost center for this election is: 1200110001 and the Internal Orders are: 201560 for Early Voting and 201561 for Election Day.

Required Authorizations:
Dyana Limon-Mercado, County Clerk

Attachments:
1. Balcones Bingo - license agreement for the March 3, 2026 Primary
2. Ben Hur Shrine Center - license agreement for March 3, 2026 Primary
3. LBJ School of Public Affairs - license agreement for March 3, 2026 Primary

4. UT Texas Union- license agreement for March 3, 2026 Primary
5. Westoak Woods Baptist Church - license agreement for March 3, 2026 Primary
6. Westlake United Methodist - license agreement for March 3, 2026 election

LICENSE AGREEMENT
FOR ELECTION POLLING LOCATION
BALCONES BINGO

This license agreement (this "**Agreement**") is made and entered into by and between B7 Brothers, LLC, a Texas limited liability company (hereinafter referred to as the "**Licenso**r"), and Travis County, Texas, a political subdivision of the State of Texas and the grantee of the license (the "**County**"), hereinafter collectively referred to as the "**Parties**", or individually as "**Party**", for the purposes and consideration stated herein.

I. RECITALS

A. The Licensor owns or controls the buildings, parking facilities, driveways, and the land located at 13096 US-183, Austin, Texas 78750, more commonly known as Balcones Bingo (the "**Property**").

B. The County desires to use an area of the Property that is described as the "indention between the bathrooms and snack bar" on the Property (the "**Premises**") as a polling location and other uses incidental and related thereto in accordance with the terms, conditions, and provisions of this Agreement.

C. The Licensor desires to allow the County use of the Premises in accordance with the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE in consideration of these premises and the promises contained herein, the Parties agree as follows:

II. GRANT OF LICENSE

A. The Licensor hereby grants the County the right to use the Premises as an election polling location during the election term and other uses incidental and related thereto as set forth in this Agreement.

B. The Licensor grants a license to the County for exclusive use of Premises at certain times beginning on February 13, 2026, and concluding on March 5, 2026 (the "**March 3, 2026 Election Term**").

C. The Licensor grants a license to the County for the exclusive use of the Premises during the March 3, 2026 Election Term for the time periods between the hours of:
   (i) 6:00 A.M. and 7:30 P.M. every Monday, Tuesday, Wednesday, Thursday, Friday and Saturday;
   (i) 11:00 A.M. and 6:30 P.M. every Sunday; and
   (ii) 6:00 A.M. and 8:30 P.M. on Tuesday, March 3, 2026 ("Election Day"), hereinafter said time periods are collectively referred to as the "**County Use Hours**."

D. During the March 3, 2026 Election Term:

1. The County shall store and secure voting equipment inside mutually agreed areas of the Property except during the County Use Hours;

2. The County agrees to remove electronics brought onto the Premises by the County after County Use Hours have concluded for each day during the March 3, 2026 Election Term, but Licensor expressly grants the County permission to leave in place the tables, extension cords and signage on the Property for the duration of the March 3, 2026 Election Term;

3. The Licensor shall provide the County a security code or key to access the Premises on or before 6:00 A.M. on February 13, 2026, and the County shall return the key, if provided, to Mike Tawil or other person designated by Licensor at the end of the March 3, 2026 Election Term. The County shall not make any copies of the key and shall not rekey the entry door locks;

4. The County will empty its trash into Licensor's dumpsters on a daily basis;

5. The Licensor grants the County permission to install signage at and around the Premises: (i) to inform the public of the County's use of the Premises for election purposes; (ii) to mark the area within which electioneering or loitering is prohibited (these markers would be placed 100 feet from an outside door through which a voter may enter the Premises and also 20 feet from any parking space designated for curbside voting at the Premises); (iii) to inform the public of restrictions regarding firearms and other deadly weapons at polling places; (iv) to inform the public of the prohibitions regarding use of a wireless communication device within a room in which voting is taking place; and (v) to comply with applicable state law regarding any other signage required to be posted at or around the polling place. Notwithstanding any provision to the contrary, the Licensor authorizes electioneering outside a 100-foot radius from the Property;

6. The Licensor grants the County permission to install, at its own expense, a temporary metal ramp in the parking space furthest to the left of the Property entrance that faces US-183 (Research Boulevard). To meet safety requirements, the metal ramp will be secured by bolts to the concrete pavement. The County will remove the ramp at the end of the March 3, 2026 Election Term; and

7. The Licensor grants the County permission to cover the lens of two (2) on site security cameras located in the voting area on the Property during County Use Hours, and the County will uncover the lens of both cameras after County Use Hours have concluded for each day during the March 3, 2026 Election Term.

III. CONSIDERATION

In consideration of the license granted under this Agreement the County shall pay Four Thousand and 00/100 Dollars ($4,000.00) (the "**License Fee**") to the Licensor by check or warrant

no later than fourteen (14) days after both Parties have fully executed this Agreement for the County's use of the Premises during the March 3, 2026 Election Term unless the County provides a written cancellation notice to the Licensor on or before the 30th day before the first day of the March 3, 2026 Election Term.

IV. GENERAL CONDITIONS

A. At the end of the March 3, 2026 Election Term, the County will remove its voting equipment and signage and leave the Premises in the same condition it was in before use by the County. The County will repair or replace any damage to the Premises caused by the County.

B. The County is not permitted to use the Premises outside of the County Use Hours during the March 3, 2026 Election Term, except that the County may use and access any mutually agreed upon storage area or office space outside of the County Use Hours during the March 3, 2026 Election Term. The County acknowledges that the Licensor may use the Premises for Licensor activities and may authorize use of the Premises by third parties except during the County Use Hours. Under no circumstances will the Licensor authorize anyone other than an authorized representative of the County to have access to any storage area or office space which the County has rekeyed during the March 3, 2026 Election Term.

C. Except for the County's use of the Premises in accordance with this Agreement, the County will not disrupt or interfere with normal operations conducted by the Licensor on the Premises or elsewhere on its Property.

D. The County will have the non-exclusive use of the paved parking areas adjacent to the Premises during the County Use Hours. Licensor may restrict the areas in which County and its invitees may park.

E. THE COUNTY ACKNOWLEDGES THAT ANY SECURITY OR SAFETY MEASURE EMPLOYED BY THE LICENSOR ARE FOR THE PROTECTION OF THE LICENSOR'S OWN INTERESTS; THAT THE LICENSOR IS NOT A GUARANTOR OF THE SECURITY OR SAFETY OF THE COUNTY, ITS AGENTS, EMPLOYEES, INVITEES, OR PROPERTY; AND THAT SUCH SECURITY AND SAFETY MATTERS ARE THE RESPONSIBILITY OF THE COUNTY AND THE LOCAL LAW ENFORCEMENT AUTHORITIES.

F. THE COUNTY HEREBY AGREES THAT IT ACCEPTS THE PREMISES "AS-IS" AND THAT, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY THE LICENSOR REGARDING THE PREMISES, THE BUILDING, THE PROPERTY OR ANY OF THE LICENSOR'S EQUIPMENT, FURNISHINGS OR SYSTEMS WHICH MAY BE USED BY THE COUNTY. THE LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY, AND

FITNESS FOR A PARTICULAR PURPOSE.

V. MISCELLANEOUS

A. Force Majeure. In the event that performance of any obligation or undertaking by a Party hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then the respective Party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.

B. Amendment to Agreement. This Agreement may not be amended or modified, except by a written agreement, executed subsequent to the date of this Agreement, and signed by the Parties. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

C. Notice. Any notice sent to either Party must be in writing and may either be hand delivered or sent by certified or registered mail, postage paid, return receipt requested. Notice deposited in the U.S. Mail in the manner hereinabove described at the addresses designated herein will be deemed effective three (3) days after the date of such deposit in the U.S. Mail or upon receipt in the case of hand delivery.

The address of the County for all purposes is:

Travis County Clerk
Elections Division,
Attention: Mr. Andrew Dillard
P.O. Box 149325
Austin, Texas 78714-9325

The address of the Licensor for all purposes is:

B7 Brothers, LLC
Balcones Bingo
Attn: Mike Tawil
2727 NW Loop 410, Ste 300
San Antonio, TX 78230

The Parties may change their respective addresses for purposes of notice by giving at least five (5) days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

D. Construction. This Agreement shall be construed in accordance with the laws of the State of Texas, and in accordance with applicable Federal law.

E. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, each Party to this Agreement shall perform the obligations under this Agreement in accordance with the intent of the Parties as expressed in the terms, conditions, and provisions of this Agreement.

F. Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Travis County, Texas.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.

H. Breach. Failure by either Party to meet any obligation under this Agreement shall constitute a breach of this Agreement; and, in the event of such breach, the other Party shall be entitled to any and all rights and remedies allowed under Texas law, or applicable Federal law.

I. Non-Waiver. In the event either Party to this Agreement commits a breach of this Agreement, as defined in Subsection H above, the failure by a Party to enforce the defaulting Party's obligation(s), or the failure of a Party to pursue any rights or remedies to which it may be entitled, or, the partial exercise by a Party of any right or remedy to which it may be entitled shall not constitute a waiver of such breach, or of any subsequent breach of this Agreement, or, of said right or remedy.

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

K. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. Neither Party may assign any rights under this Agreement without the written consent of the other Party. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the

Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

L. Taxpayer Identification Number. The Licensor will 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 and its rules and regulations and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

M. Liability and Indemnity.

1. To the extent permitted by law, the Licensor shall not be held responsible to the County or the County's employees, contractors, guests, invitees, or licensees for any damage, injury, or loss to any person or property caused by an act, omission, or neglect of: (i) the County; (ii) the County's contractors, agents, guests, employees, invitees, or licensees; or (iii) third persons.

2. To the extent permitted by law, the County assumes all risk of damage or injury, including death, from any cause whatsoever to: (i) the County's own property; or (ii) the property or person of the County's agents, employees, contractors, guests, licensees, or invitees.

3. The Licensor acknowledges that the County does not have legal authority to indemnify the Licensor. Therefore, any provision in this Agreement that requires the County to indemnify the Licensor is deleted and will have no effect, regardless of whether the language regarding indemnification is deleted.

4. The Licensor agrees that the County shall have the right to self-insure in accordance with generally accepted practices for self-insurance, and such self-insurance shall be deemed to satisfy any insurance requirements the Licensor requires of the County pursuant to this Agreement, so long as a breach has not occurred. Within five (5) business days after this Agreement is fully executed and upon request by the Licensor, the County will furnish to the Licensor evidence that the County is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.

N. Electronic Form Accepted. Notwithstanding any provision to the contrary, a telecopied facsimile or electronic copy of a duly executed counterpart of this Agreement will be sufficient to evidence the binding agreement of each Party to the terms of this Agreement. This Agreement takes effect on the date it is fully executed by the Licensor and the County. Each Party consents to the use of electronic signatures by each other Party. This Agreement and any other documents requiring a signature under this Agreement may be signed electronically by the Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in formation.

EFFECTIVE AS OF THE LATER DATE SET FORTH BELOW.

B7 BROTHERS, LLC,
a Texas limited liability company

By: Fred Tawil

Name: Fredrick Tawil

Title: Partner

Date: 01/07/2026

TRAVIS COUNTY, a political subdivision of the State of Texas

By: _____
Andy Brown
Travis County Judge

Date: _____, 2026

License Agreement for Election Polling Location

LICENSE AGREEMENT
FOR ELECTION POLLING LOCATION
BEN HUR SHRINE CENTER

This license agreement (this "**Agreement**") is made and entered into by and between Ben Hur Shriners (hereinafter referred to as the "**Licensor**"), and Travis County, Texas, a political subdivision of the State of Texas and the grantee of the license (the "**County**"), hereinafter collectively referred to as the "**Parties**", or individually as "**Party**", for the purposes and consideration stated herein.

I. RECITALS

A. The Licensor owns or controls the buildings, parking facilities, driveways, and the land located at 7811 Rockwood Lane, Austin, Texas 78757, commonly known as the Ben Hur Shrine Center (the "**Property**").

B. The County desires to use the "Ballroom" and the "Blue Room" on the Property (the "**Premises**") as a polling location and other uses incidental and related thereto in accordance with the terms, conditions, and provisions of this Agreement.

C. The Licensor desires to allow the County use of the Premises in accordance with the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE in consideration of these premises and the promises contained herein, the Parties agree as follows:

II. GRANT OF LICENSE

A. The Licensor hereby grants the County the right to use the Premises as an election polling location during the election term and other uses incidental and related thereto as set forth in this Agreement.

B. The Licensor grants a license to the County for exclusive use of Premises at certain times beginning on February 13, 2026, and concluding on March 6, 2026 (the "**March 3, 2026 Election Term**").

C. The Licensor grants the County the right to use the Ballroom on all days during the March 3, 2026 Election Term, except on Sunday, February 22, 2026 the County will use the Blue Room.

D. The Licensor grants a license to the County for the exclusive use of the Premises during the March 3, 2026 Election Term for the following time periods:

(i) at a time to be determined by mutual agreement on February 13, 2026 for equipment delivery;

(ii) at a time to be determined by mutual agreement on February 15, 2026 for equipment setup;
(iii) between the hours of 6:00 A.M. and 7:30 P.M. every day except Sunday;
(iv) between the hours of 11:00 A.M. and 6:30 P.M. on Sunday, February 22, 2026;
(v) between the hours of 6:00 A.M. and 11:00 P.M. on February 26, 2026 and February 27, 2026; and
(vi) between the hours of 6:00 A.M. and 8:30 P.M. on Tuesday, March 3, 2026 ("Election Day"), hereinafter said time periods are collectively referred to as the "**County Use Hours**."

E. During the March 3, 2026 Election Term:

1. The County shall store and secure voting equipment and signage inside mutually agreed areas of the Property except during the County Use Hours;

2. The Licensor shall provide the County a key to access the Premises on or before 6:00 A.M. on February 13, 2026, and the County shall return the key, if provided, to Aliya Spivey or other person designated by Licensor at the end of the March 3, 2026 Election Term. The County shall not make any copies of the key and shall not rekey the entry door locks;

3. The County will empty its trash into Licensor's dumpsters on a daily basis; and

4. The Licensor grants the County permission to install signage at and around the Premises: (i) to inform the public of the County's use of the Premises for election purposes; (ii) to mark the area within which electioneering or loitering is prohibited (these markers would be placed 100 feet from an outside door through which a voter may enter the Premises and also 20 feet from any parking space designated for curbside voting at the Premises); (iii) to inform the public of restrictions regarding firearms and other deadly weapons at polling places; (iv) to inform the public of the prohibitions regarding use of a wireless communication device within a room in which voting is taking place; and (v) to comply with applicable state law regarding any other signage required to be posted at or around the polling place. Notwithstanding any provision to the contrary, the Licensor authorizes electioneering outside a 100-foot radius from the Property.

III. CONSIDERATION

In consideration of the license granted under this Agreement the County shall pay Nine Thousand Eight Hundred and 00/100 Dollars ($9,800.00) (the "**License Fee**") to the Licensor by check or warrant no later than fourteen (14) days after both Parties have fully executed this Agreement for the County's use of the Premises during the March 3, 2026 Election Term unless the County provides a written cancellation notice to the Licensor on or before the 30th day before the first day of the March 3, 2026 Election Term.

In addition, storage fees of Two Hundred and 00/100 Dollars ($200.00) per day will be assessed to the County for each day equipment is stored on the Property outside of County Use Hours.

IV. GENERAL CONDITIONS

A. At the end of the March 3, 2026 Election Term, the County will remove its voting equipment and signage and leave the Premises in the same condition it was in before use by the County. The County will repair or replace any damage to the Premises caused by the County.

B. The County is not permitted to use the Premises outside of the County Use Hours during the March 3, 2026 Election Term, except that the County may use and access any mutually agreed upon storage area or office space outside of the County Use Hours during the March 3, 2026 Election Term. The County acknowledges that the Licensor may use the Premises for Licensor activities and may authorize use of the Premises by third parties except during the County Use Hours. Under no circumstances will the Licensor authorize anyone other than an authorized representative of the County to have access to any storage area or office space which the County has rekeyed during the March 3, 2026 Election Term.

C. Except for the County's use of the Premises in accordance with this Agreement, the County will not disrupt or interfere with normal operations conducted by the Licensor on the Premises or elsewhere on its Property.

D. The County will have the non-exclusive use of the paved parking areas adjacent to the Premises during the County Use Hours. Licensor may restrict the areas in which County and its invitees may park.

E. THE COUNTY ACKNOWLEDGES THAT ANY SECURITY OR SAFETY MEASURE EMPLOYED BY THE LICENSOR ARE FOR THE PROTECTION OF THE LICENSOR'S OWN INTERESTS; THAT THE LICENSOR IS NOT A GUARANTOR OF THE SECURITY OR SAFETY OF THE COUNTY, ITS AGENTS, EMPLOYEES, INVITEES, OR PROPERTY; AND THAT SUCH SECURITY AND SAFETY MATTERS ARE THE RESPONSIBILITY OF THE COUNTY AND THE LOCAL LAW ENFORCEMENT AUTHORITIES.

F. THE COUNTY HEREBY AGREES THAT IT ACCEPTS THE PREMISES "AS-IS" AND THAT, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY THE LICENSOR REGARDING THE PREMISES, THE BUILDING, THE PROPERTY OR ANY OF THE LICENSOR'S EQUIPMENT, FURNISHINGS OR SYSTEMS WHICH MAY BE USED BY THE COUNTY. THE LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

V. MISCELLANEOUS

A. Force Majeure. In the event that performance of any obligation or undertaking by a Party hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then the respective Party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.

B. Amendment to Agreement. This Agreement may not be amended or modified, except by a written agreement, executed subsequent to the date of this Agreement, and signed by the Parties. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

C. Notice. Any notice sent to either Party must be in writing and may either be hand delivered or sent by certified or registered mail, postage paid, return receipt requested. Notice deposited in the U.S. Mail in the manner hereinabove described at the addresses designated herein will be deemed effective three (3) days after the date of such deposit in the U.S. Mail or upon receipt in the case of hand delivery.

The address of the County for all purposes is:

Travis County Clerk
Elections Division,
Attention: Mr. Andrew Dillard
P.O. Box 149325
Austin, Texas 78714-9325

The address of the Licensor for all purposes:

Ben Hur Shriners
Attn: Aliya Spivey
7811 Rockwood Lane
Austin, Texas 78757

The Parties may change their respective addresses for purposes of notice by giving at least five (5) days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

D. Construction. This Agreement shall be construed in accordance with the laws of the State of Texas, and in accordance with applicable Federal law.

E. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, each Party to this Agreement shall perform the obligations under this Agreement in accordance with the intent of the Parties as expressed in the terms, conditions, and provisions of this Agreement.

F. Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Travis County, Texas.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.

H. Breach. Failure by either Party to meet any obligation under this Agreement shall constitute a breach of this Agreement; and, in the event of such breach, the other Party shall be entitled to any and all rights and remedies allowed under Texas law, or applicable Federal law.

I. Non-Waiver. In the event either Party to this Agreement commits a breach of this Agreement, as defined in Subsection H above, the failure by a Party to enforce the defaulting Party's obligation(s), or the failure of a Party to pursue any rights or remedies to which it may be entitled, or, the partial exercise by a Party of any right or remedy to which it may be entitled shall not constitute a waiver of such breach, or of any subsequent breach of this Agreement, or, of said right or remedy.

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

K. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. Neither Party may assign any rights under this Agreement without the written consent of the other Party. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

L. Taxpayer Identification Number. The Licensor will 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 and its rules and regulations and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

M. Liability and Indemnity.

1. To the extent permitted by law, the Licensor shall not be held responsible to the County or the County's employees, contractors, guests, invitees, or licensees for any damage, injury, or loss to any person or property caused by an act, omission, or neglect of: (i) the County; (ii) the County's contractors, agents, guests, employees, invitees, or licensees; or (iii) third persons.

2. To the extent permitted by law, the County assumes all risk of damage or injury, including death, from any cause whatsoever to: (i) the County's own property; or (ii) the property or person of the County's agents, employees, contractors, guests, licensees, or invitees.

3. The Licensor acknowledges that the County does not have legal authority to indemnify the Licensor. Therefore, any provision in this Agreement that requires the County to indemnify the Licensor is deleted and will have no effect, regardless of whether the language regarding indemnification is deleted.

4. The Licensor agrees that the County shall have the right to self-insure in accordance with generally accepted practices for self-insurance, and such self-insurance shall be deemed to satisfy any insurance requirements the Licensor requires of the County pursuant to this Agreement, so long as a breach has not occurred. Within five (5) business days after this Agreement is fully executed and upon request by the Licensor, the County will furnish to the Licensor evidence that the County is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.

N. Electronic Form Accepted. Notwithstanding any provision to the contrary, a telecopied facsimile or electronic copy of a duly executed counterpart of this Agreement will be sufficient to evidence the binding agreement of each Party to the terms of this Agreement. This Agreement takes effect on the date it is fully executed by the Licensor and the County. Each Party consents to the use of electronic signatures by each other Party. This Agreement and any other documents requiring a signature under this Agreement may be signed electronically by the Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in formation.

[Signature Page Follows]

EFFECTIVE AS OF THE LATER DATE SET FORTH BELOW.

BEN HUR SHRINERS,

By: _____

Name: SAM STIMSON

Title: RECORDER

Date: 1/13/2026

TRAVIS COUNTY, a political subdivision of the State of Texas

By: _____
Andy Brown
Travis County Judge

Date: _____, 2026.

License Agreement for Election Polling Location

Docusign Envelope ID: 07B372E9-72F9-4811-B042-C880011ADBC0

LICENSE AGREEMENT FOR USE OF LBJ SCHOOL OF PUBLIC AFFAIRS AS AN EARLY VOTING AND ELECTION DAY POLLING PLACE

This License Agreement is made and entered into by and between The University of Texas, an agency of the State of Texas and institution of higher education (hereinafter referred to as the "Licensor" or “UT”), and Travis County, Texas, a political subdivision of the State of Texas and the grantee of the license (hereinafter referred to as the "Licensee" or “County”).

RECITALS

1. UT is an institution of higher education as defined in Section 61.003 of the Education Code.
2. UT is located in Travis County.
3. The LBJ School of Public Affairs (the “LBJ School” or “Building”) is a public building owned by UT and is located at 2315 Red River Street, on the campus of The University of Texas at Austin.
4. The Travis County Clerk’s Office conducts elections:
   (a) on behalf of the County;
   (b) for some political subdivisions located wholly or partially within the boundaries of Travis County pursuant to elections services agreements with those political subdivisions;
   (c) for the Travis County Republican Party and the Travis County Democratic Party pursuant to elections services agreements with those political parties;
5. Elections conducted by the Travis County Clerk’s Office include special elections and runoff elections.
6. Section 43.031 of the Texas Election Code requires an entity that owns or controls a public building to make the building available for use as a polling place in any election that covers territory in which the building is located.
7. The County desires to exercise the right and privilege to use the LBJ School as an Early Voting and Election Day polling place for elections conducted by the Travis County Clerk’s Office in accordance with the terms, conditions and provisions of this Agreement.
8. The Licensor desires to make the LBJ School available to the County for use as an Early Voting and Election Day polling place for elections conducted by the Travis County Clerk’s Office in accordance with the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, for valuable consideration, the Licensor and the County agree as follows:

Section 1. GRANT OF LICENSE

The Licensor hereby grants a license to the County to enter upon and use the LBJ School, an adjacent temporary loading zone, and UT parking spaces for elections purposes and other uses incidental and related thereto with respect to elections conducted by the Travis County Clerk’s Office for each year that this Agreement is in effect.

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Section 2. CONSIDERATION

A. Licensor acknowledges that Texas Election Code Section 43.033(a) prohibits Licensor from assessing any charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours for use of the LBJ School as a polling place for any day on which the LBJ School is normally open for use by Licensor's students.

B. Pursuant to Texas Election Code Section 43.033(a), if the LBJ School is used as a polling place on a day on which the LBJ School is not normally open for use by Licensor's students, the Licensor may charge the County for reimbursement of the actual expenses resulting from use of the LBJ School in the election.

C. The County will pay the Licensor by check or warrant within 30 days after the Licensor submits an itemized statement of expenses by mail or hand delivery to the County at the following address:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78714-9325

Section 3. TERM OF LICENSE

A. The License will commence when fully executed by County and UT and will continue in full force and effect until December 31, 2026, unless sooner terminated as provided herein.

Section 4. DAYS OF USE, SQUARE FOOTAGE, AND PARKING

A. Elections on Uniform Election Dates. The County will provide UT a schedule of elections the County anticipates conducting on uniform election dates for that calendar year.

B. Elections on Other Dates. Within 30 days after the County determines that it will be conducting an election on a date other than a uniform election date and for which the County desires to use the LBJ School as a polling location, the County will notify UT of the election date and a brief description regarding the election.

C. For each notice under Subsection (A) or (B) of this Section, the County will specify:
1. The dates and times, (usually beginning at 6:00 a.m. and ending at 8:00 p.m., but possibly later, depending on the specific election) the County will need to use the LBJ School for Early Voting and Election Day voting;
2. The dates and times the County will need to set up and take down voting equipment;
3. The amount of storage space the County will need for storing voting

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equipment;

4. The amount of space the County will need for conducting the election, which amount is typically 400 square feet, but which may vary depending on the election;
5. The dates and times the County will need access to a temporary loading zone adjacent to the LBJ School;
6. The number of parking spaces (typically between 12-25, but which number may vary depending on the particular election) the County will need for elections workers and the dates and times those spaces will be needed; and
7. The number of electrical outlets the County will need (typically, two to four, but which may vary depending on the election).

D. For each election for which the County provides notice under Subsection (A) or (B), UT agrees to allow the County to use the requested LBJ space, temporary loading zones, parking spaces, and electrical outlets for elections purposes and other uses incidental and related thereto on the dates and times specified in the notice and on any dates and times specified by a valid court order relating to the specific election being conducted by the County.

Section 5. SIGNS

Licensor grants the County permission to install signage at the LBJ School (a) to inform the public of the County's use of the LBJ School for election purposes, (b) to mark the area within which electioneering is prohibited (these markers would be placed one hundred feet from an outside door through which a voter may enter the LBJ School to vote), and (c) to inform the public of the County's policy regarding firearms and other deadly weapons on County property. To ensure the signage is aesthetically appropriate for the location, UT will provide the signs for use during voting. Travis County will provide the number of signs needed and the specific language for the signs via email to governmental.affairs@austin.utexas.edu seven (7) days from the execution of this agreement. Notwithstanding any provision to the contrary, Licensor authorizes electioneering outside a 100-foot radius from the LBJ School.

Section 6. GENERAL CONDITIONS

A. The County agrees to make no structural changes to any portion of the LBJ School. However, the License allows for superficial preparation to be made to the LBJ School to facilitate Licensee's use of the LBJ School for elections purposes and other uses incidental and related thereto. The County agrees to leave the LBJ School in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing UT policy.

B. The County will be responsible for the prompt removal of any trash or debris from the area used by it at its sole cost and expense, and, upon termination of the use of the

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area as a polling place by County, the County will leave the area used as a polling place in the same condition the area was in before its use by the County as a polling place.

C. The County will not disrupt or interfere with normal business operations conducted by the Licensor at the LBJ School.

Section 7. TERMINATION

A. Either Party may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to the other Party.

Section 8. GENERAL PROVISIONS

A. The effective date of this Agreement is the date this Agreement is fully executed by UT and the County.

B. Amendment/Modification. This Agreement represents the sole, entire and integrated Agreement between UT and the County with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written. This Agreement may not be amended or modified, except by a written agreement, executed subsequent to the date of this Agreement, and signed by the Licensor and the County. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSOR THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

C. Notices.

1. Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing and 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.

2. Licensor Address. The address of Licensor for all purposes under this Agreement is:

The University of Texas at Austin
Office of the Vice President and Chief Financial Officer
P.O. Box 8179

Docusign Envelope ID: 07B372E9-72F9-4811-B042-C880011ADBC0

Austin, Texas 78713
Attention: Vice President and Chief Financial Officer

With a copy to:

The University of Texas at Austin
LBJ School of Public Affairs
Attn: Amy E. Miller, Chief Business Officer
P.O. Box Y
Austin, TX 78713

3. Licensee Address. The address of Licensee for all purposes and all notices under this Agreement is:

Travis County Clerk
Elections Division
P.O. Box 149325
Austin, Texas 78714-9325

With a copy to:

Honorable Delia Garza (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File Number 64.934

4. Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

D. Construction. This Agreement shall be construed in accordance with the Texas Election Code and all other applicable state and federal laws and regulations.

E. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, the parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms, conditions and provisions of this Agreement.

F. Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Travis County, Texas.

G. Entire Agreement. This Agreement hereto shall constitute the entire agreement between the parties hereto, and this Agreement supersedes any prior agreements,

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either written or oral, between the parties hereto.

H. Breach. Failure by either party to meet any of its obligations under this Agreement shall constitute a breach of this Agreement; and in the event of such breach, the other party shall be entitled to any and all rights and remedies allowed under state or federal law.

I. Non-Waiver. In the event either party to this Agreement commits a breach of this Agreement, as defined in Subsection H of this Section, the failure by the other party to enforce the defaulting party's obligation(s), or the failure by the other party to pursue any rights or remedies to which it may be entitled, or the partial exercise by the other party of any rights or remedies to which it may be entitled shall not constitute a waiver of such breach, or of any subsequent breach of this Agreement, or of said rights and remedies.

J. Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

K. Non-Assignment of Rights. The County may not assign this Agreement or any portion or right thereof without the prior written consent of UT.

County and UT have duly executed this Agreement effective as of the date it is fully executed by County and UT (the "Effective Date").

LICENSEE:

Travis County, a political subdivision of the State of Texas

By:_____

Andy Brown
County Judge

Date: _____

LICENSOR:

The University of Texas at Austin, an agency of the State of Texas

DocuSigned by:
Linda Shaunessy
D9E4716847F042B...

Linda Shaunessy
Business Contracts Administrator

Date: 2026-01-12 | 06:49:02 PST

Approved as to content:

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

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LICENSE AGREEMENT FOR USE OF THE TEXAS UNION AS AN EARLY VOTING AND ELECTION DAY POLLING PLACE

This License Agreement is made and entered into by and between The University of Texas at Austin, an agency of the State of Texas and institution of higher education (hereinafter referred to as the "Licensor" or “UT”), and Travis County, Texas, a political subdivision of the State of Texas and the grantee of the license (hereinafter referred to as the "Licensee" or “County”).

RECITALS

1. UT is an institution of higher education as defined in Section 61.003 of the Education Code.
2. UT is located in Travis County.
3. The Texas Union (the “Building”) is a public building owned by UT and is located at 2308 Whitis Ave, on the campus of The University of Texas at Austin.
4. The Travis County Clerk’s Office conducts elections:
   (a) on behalf of the County;
   (b) for some political subdivisions located wholly or partially within the boundaries of Travis County pursuant to elections services agreements with those political subdivisions;
   (c) for the Travis County Republican Party and the Travis County Democratic Party pursuant to elections services agreements with those political parties;
5. Elections conducted by the Travis County Clerk’s Office include special elections and runoff elections.
6. Section 43.031 of the Texas Election Code requires an entity that owns or controls a public building to make the building available for use as a polling place in any election that covers territory in which the building is located.
7. The County desires to exercise the right and privilege to use the Texas Union as an Early Voting and Election Day polling place for elections conducted by the Travis County Clerk’s Office in accordance with the terms, conditions and provisions of this Agreement.
8. The Licensor desires to make the Texas Union available to the County for use as an Early Voting and Election Day polling place for elections conducted by the Travis County Clerk’s Office in accordance with the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, for valuable consideration, the Licensor and the County agree as follows:

Section 1. GRANT OF LICENSE

The Licensor hereby grants a license to the County to enter upon and use the Texas Union, an adjacent temporary loading zone, and UT parking spaces for elections purposes and other uses incidental and related thereto with respect to elections conducted by the Travis County Clerk’s Office for each year that this Agreement is in effect.

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Section 2. CONSIDERATION

A. Licensor acknowledges that Texas Election Code Section 43.033(a) prohibits Licensor from assessing any charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours for use of the Texas Union as a polling place for any day on which the Texas Union is normally open for use by Licensor's students.

B. Pursuant to Texas Election Code Section 43.033(a), if the Texas Union is used as a polling place on a day on which the Texas Union is not normally open for use by Licensor's students, the Licensor may charge the County for reimbursement of the actual expenses resulting from use of the Texas Union in the election.

C. The County will pay the Licensor by check or warrant within 30 days after the Licensor submits an itemized statement of expenses by mail or hand delivery to the County at the following address:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78714-9325

Section 3. TERM OF LICENSE

A. The License will commence when fully executed by County and UT and will continue in full force and effect until December 31, 2026, unless sooner terminated as provided herein.

Section 4. DAYS OF USE, SQUARE FOOTAGE, AND PARKING

A. Elections on Uniform Election Dates. The County will provide UT a schedule of elections the County anticipates conducting on uniform election dates for that calendar year.

B. Elections on Other Dates. Within 30 days after the County determines that it will be conducting an election on a date other than a uniform election date and for which the County desires to use the Texas Union as a polling location, the County will notify UT of the election date and a brief description regarding the election.

C. For each notice under Subsection (A) or (B) of this Section, the County will specify:
1. The dates and times (usually beginning at 6:00 a.m. and ending at 8:00 p.m., but possibly later, depending on the specific election) the County will need to use the Texas Union for Early Voting and Election Day voting;
2. The dates and times the County will need to set up and take down voting equipment;

3. The amount of storage space the County will need for storing voting equipment;
4. The amount of space the County will need for conducting the election, which amount is typically 400 square feet, but which may vary depending on the election;
5. The dates and times the County will need access to a temporary loading zone adjacent to the Texas Union;
6. The number of parking spaces (typically between 12-25, but which number may vary depending on the particular election) the County will need for elections workers and the dates and times those spaces will be needed; and
7. The number of electrical outlets the County will need (typically, two to four, but which may vary depending on the election).

D. For each election for which the County provides notice under Subsection (A) or (B), UT agrees to allow the County to use the requested Texas Union space, temporary loading zones, parking spaces, and electrical outlets for elections purposes and other uses incidental and related thereto on the dates and times specified in the notice and on any dates and times specified by a valid court order relating to the specific election being conducted by the County.

Section 5. SIGNS

Licensor grants the County permission to install signage at the Texas Union (a) to inform the public of the County's use of the Texas Union for election purposes, (b) to mark the area within which electioneering is prohibited (these markers would be placed one hundred feet from an outside door through which a voter may enter the Texas Union to vote), and (c) to inform the public of the County's policy regarding firearms and other deadly weapons on County property. To ensure the signage is aesthetically appropriate for the location, UT will provide the signs for use during voting. Travis County will provide the number of signs needed and the specific language for the signs via email to governmental.affairs@austin.utexas.edu seven (7) days from the execution of this agreement. Notwithstanding any provision to the contrary, Licensor authorizes electioneering outside a 100-foot radius from the Texas Union.

Section 6. GENERAL CONDITIONS

A. The County agrees to make no structural changes to any portion of the Texas Union. However, the License allows for superficial preparation to be made to the Texas Union to facilitate Licensee's use of the Texas Union for elections purposes and other uses incidental and related thereto. The County agrees to leave the Texas Union in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing UT policy.

B. The County will be responsible for the prompt removal of any trash or debris from the area used by it at its sole cost and expense, and, upon termination of the use of the area as a polling place by County, the County will leave the area used as a polling

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place in the same condition the area was in before its use by the County as a polling place.

C. The County will not disrupt or interfere with normal business operations conducted by the Licensor at the Texas Union.

Section 7. TERMINATION

A. Either Party may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to the other Party.

Section 8. GENERAL PROVISIONS

A. The effective date of this Agreement is the date this Agreement is fully executed by UT and the County.

B. Amendment/Modification. This Agreement represents the sole, entire and integrated Agreement between UT and the County with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written. This Agreement may not be amended or modified, except by a written agreement, executed subsequent to the date of this Agreement, and signed by the Licensor and the County. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSOR THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

C. Notices.

1. Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing and 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.

2. Licensor Address. The address of Licensor for all purposes under this Agreement is:

The University of Texas at Austin
Office of the Vice President and Chief Financial Officer
P.O. Box 8179
Austin, Texas 78713

Docusign Envelope ID: 07B372E9-72F9-4811-B042-C880011ADBC0

Attention: Vice President and Chief Financial Officer

With a copy to:

The University of Texas at Austin
Texas Union
Attn: Mulugeta Ferede, Executive Director
P.O. Box 7338
Austin, TX 78713

3. Licensee Address. The address of Licensee for all purposes and all notices under this Agreement is:

Travis County Clerk
Elections Division
P.O. Box 149325
Austin, Texas 78714-9325

With a copy to:

Honorable Delia Garza (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File Number 64.934

4. Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

D. Construction. This Agreement shall be construed in accordance with the Texas Election Code and all other applicable state and federal laws and regulations.

E. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, the parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms, conditions and provisions of this Agreement.

F. Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Travis County, Texas.

G. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto, and this Agreement supersedes any prior agreements, either written or oral, between the parties hereto.

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H. Breach. Failure by either party to meet any of its obligations under this Agreement shall constitute a breach of this Agreement; and in the event of such breach, the other party shall be entitled to any and all rights and remedies allowed under state or federal law.

I. Non-Waiver. In the event either party to this Agreement commits a breach of this Agreement, as defined in Subsection H of this Section, the failure by the other party to enforce the defaulting party's obligation(s), or the failure by the other party to pursue any rights or remedies to which it may be entitled, or the partial exercise by the other party of any rights or remedies to which it may be entitled shall not constitute a waiver of such breach, or of any subsequent breach of this Agreement, or of said rights and remedies.

J. Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

K. Non-Assignment of Rights. The County may not assign this Agreement or any portion or right thereof without the prior written consent of UT.

County and UT have duly executed this Agreement effective as of the date it is fully executed by County and UT (the "Effective Date").

LICENSEE:

Travis County, a political subdivision of the State of Texas

By:_____

Andy Brown
County Judge

Date: _____

LICENSOR:

The University of Texas at Austin, an agency of the State of Texas

DocuSigned by:
By: Linda Shaunessy
D9E4716847F042B...

Linda Shaunessy
Business Contracts Administrator

Date: 2026-01-12 | 06:49:02 PST

Approved as to content:

By:_____
Printed Name: _____
Title:_____

Date:_____

LICENSE AGREEMENT
FOR ELECTION POLLING LOCATION
WESTOAK WOOD BAPTIST CHURCH

This license agreement (this "**Agreement**") is made and entered into by and between Westoak Woods Baptist Church, a Texas nonprofit corporation (hereinafter referred to as the "**Licensor**"), and Travis County, Texas, a political subdivision of the State of Texas and the grantee of the license (the "**County**"), hereinafter collectively referred to as the "**Parties**", or individually as "**Party**", for the purposes and consideration stated herein.

I. RECITALS

A. The Licensor owns or controls the buildings, parking facilities, driveways, and the land located at 2900 W. Slaughter Lane, Austin, Texas 78748, commonly known as the Westoak Woods Baptist Church (the "**Property**").

B. The County desires to use Room 104 of the Community Ministry Building (CMB) on the Property (the "**Premises**") as a polling location and other uses incidental and related thereto in accordance with the terms, conditions, and provisions of this Agreement.

C. The Licensor desires to allow the County use of the Premises in accordance with the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE in consideration of these premises and the promises contained herein, the Parties agree as follows:

II. GRANT OF LICENSE

A. The Licensor hereby grants the County the right to use the Premises as an election polling location during the election term and other uses incidental and related thereto as set forth in this Agreement.

B. The Licensor grants a license to the County for exclusive use of Premises at certain times beginning on February 13, 2026, and concluding on March 5, 2026 (the "**March 3, 2026 Election Term**").

C. The Licensor grants a license to the County for the exclusive use of the Premises daily during the March 3, 2026 Election Term for the time periods between the hours of:
   1. 6:00 A.M. and 7:30 P.M. every Monday, Tuesday, Wednesday, Thursday, Friday and Saturday;
   2. 11:00 A.M. and 6:30 P.M. every Sunday; and
   3. 6:00 A.M. and 8:30 P.M. on Tuesday, March 3, 2026 ("Election Day"), hereinafter said time periods are collectively referred to as the "**County Use Hours**."

D. During the March 3, 2026 Election Term:

1. The County shall store and secure voting equipment and signage inside mutually agreed areas of the Property except during the County Use Hours;

2. The Licensor shall provide the County a security code or key to access the Premises on or before 6:00 A.M. on February 13, 2026, and the County shall return to the key, if provided, to James Hassell or other person designated by the Licensor at the end of the March 3, 2026 Election Term. The County shall not make any copies of the key and shall not rekey the entry door locks;

3. The County will empty its trash into Licensor's dumpsters on a daily basis; and

4. The Licensor grants the County permission to install signage at and around the Premises: (i) to inform the public of the County's use of the Premises for election purposes; (ii) to mark the area within which electioneering or loitering is prohibited (these markers would be placed 100 feet from an outside door through which a voter may enter the Premises and also 20 feet from any parking space designated for curbside voting at the Premises); (iii) to inform the public of restrictions regarding firearms and other deadly weapons at polling places; (iv) to inform the public of the prohibitions regarding use of a wireless communication device within a room in which voting is taking place; and (v) to comply with applicable state law regarding any other signage required to be posted at or around the polling place. Notwithstanding any provision to the contrary, the Licensor authorizes electioneering outside a 100-foot radius from the Property.

III. CONSIDERATION

In consideration of the license granted under this Agreement the County shall pay Two Thousand and 00/100 Dollars ($2,000.00) (the "**License Fee**") to the Licensor by check or warrant no later than fourteen (14) days after both Parties have fully executed this Agreement for the County's use of the Premises during the March 3, 2026 Election Term unless the County provides a written cancellation notice to the Licensor on or before the 30th day before the first day of the March 3, 2026 Election Term.

IV. GENERAL CONDITIONS

A. At the end of the March 3, 2026 Election Term, the County will remove its voting equipment and signage and leave the Premises in the same condition it was in before use by the County. The County will repair or replace any damage to the Premises caused by the County.

B. The County is not permitted to use the Premises outside of the County Use Hours during the March 3, 2026 Election Term, except that the County may use and access any mutually agreed upon storage area or office space outside of the County Use Hours during the March 3, 2026 Election Term. The County acknowledges that the Licensor

may use the Premises for Licensor activities and may authorize use of the Premises by third parties except during the County Use Hours. Under no circumstances will the Licensor authorize anyone other than an authorized representative of the County to have access to any storage area or office space which the County has rekeyed during the March 3, 2026 Election Term.

C. Except for the County's use of the Premises in accordance with this Agreement, the County will not disrupt or interfere with normal operations conducted by the Licensor on the Premises or elsewhere on its Property.

D. The County will have the non-exclusive use of the paved parking areas adjacent to the Premises during the County Use Hours. Licensor may restrict the areas in which County and its invitees may park.

E. THE COUNTY ACKNOWLEDGES THAT ANY SECURITY OR SAFETY MEASURE EMPLOYED BY THE LICENSOR ARE FOR THE PROTECTION OF THE LICENSOR'S OWN INTERESTS; THAT THE LICENSOR IS NOT A GUARANTOR OF THE SECURITY OR SAFETY OF THE COUNTY, ITS AGENTS, EMPLOYEES, INVITEES, OR PROPERTY; AND THAT SUCH SECURITY AND SAFETY MATTERS ARE THE RESPONSIBILITY OF THE COUNTY AND THE LOCAL LAW ENFORCEMENT AUTHORITIES.

F. THE COUNTY HEREBY AGREES THAT IT ACCEPTS THE PREMISES "AS-IS" AND THAT, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY THE LICENSOR REGARDING THE PREMISES, THE BUILDING, THE PROPERTY OR ANY OF THE LICENSOR'S EQUIPMENT, FURNISHINGS OR SYSTEMS WHICH MAY BE USED BY THE COUNTY. THE LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

V. MISCELLANEOUS

A. Force Majeure. In the event that performance of any obligation or undertaking by a Party hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then the respective Party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.

B. Amendment to Agreement. This Agreement may not be amended or modified, except by a written agreement, executed subsequent to the date of this Agreement, and signed by the Parties. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY

AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

C. Notice. Any notice sent to either Party must be in writing and may either be hand delivered or sent by certified or registered mail, postage paid, return receipt requested. Notice deposited in the U.S. Mail in the manner hereinabove described at the addresses designated herein will be deemed effective three (3) days after the date of such deposit in the U.S. Mail or upon receipt in the case of hand delivery.

The address of the County for all purposes is:

Travis County Clerk
Elections Division,
Attention: Mr. Andrew Dillard
P.O. Box 149325
Austin, Texas 78714-9325

The address of the Licensor for all purposes is:

Westoak Woods Baptist Church
Attention: James Hassell
2900 W. Slaughter Lane
Austin, Texas 78748

The Parties may change their respective addresses for purposes of notice by giving at least five (5) days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

D. Construction. This Agreement shall be construed in accordance with the laws of the State of Texas, and in accordance with applicable Federal law.

E. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, each Party to this Agreement shall perform the obligations under this Agreement in accordance with the intent of the Parties as expressed in the terms, conditions, and provisions of this Agreement.

F. Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Travis County, Texas.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this

Agreement is valid or binding.

H. Breach. Failure by either Party to meet any obligation under this Agreement shall constitute a breach of this Agreement; and, in the event of such breach, the other Party shall be entitled to any and all rights and remedies allowed under Texas law, or applicable Federal law.

I. Non-Waiver. In the event either Party to this Agreement commits a breach of this Agreement, as defined in Subsection H above, the failure by a Party to enforce the defaulting Party's obligation(s), or the failure of a Party to pursue any rights or remedies to which it may be entitled, or, the partial exercise by a Party of any right or remedy to which it may be entitled shall not constitute a waiver of such breach, or of any subsequent breach of this Agreement, or, of said right or remedy.

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

K. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. Neither Party may assign any rights under this Agreement without the written consent of the other Party. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

L. Taxpayer Identification Number. The Licensor will 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 and its rules and regulations and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

M. Liability and Indemnity.

1. To the extent permitted by law, the Licensor shall not be held responsible to the County or the County's employees, contractors, guests, invitees, or licensees for any damage, injury, or loss to any person or property caused by an act, omission, or neglect of: (i) the County; (ii) the County's contractors, agents, guests, employees, invitees, or licensees; or (iii) third persons.

2. To the extent permitted by law, the County assumes all risk of damage or injury,

including death, from any cause whatsoever to: (i) the County's own property; or (ii) the property or person of the County's agents, employees, contractors, guests, licensees, or invitees.

3. The Licensor acknowledges that the County does not have legal authority to indemnify the Licensor. Therefore, any provision in this Agreement that requires the County to indemnify the Licensor is deleted and will have no effect, regardless of whether the language regarding indemnification is deleted.

4. The Licensor agrees that the County shall have the right to self-insure in accordance with generally accepted practices for self-insurance, and such self-insurance shall be deemed to satisfy any insurance requirements the Licensor requires of the County pursuant to this Agreement, so long as a breach has not occurred. Within five (5) business days after this Agreement is fully executed and upon request by the Licensor, the County will furnish to the Licensor evidence that the County is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.

N. Electronic Form Accepted. Notwithstanding any provision to the contrary, a telecopied facsimile or electronic copy of a duly executed counterpart of this Agreement will be sufficient to evidence the binding agreement of each Party to the terms of this Agreement. This Agreement takes effect on the date it is fully executed by the Licensor and the County. Each Party consents to the use of electronic signatures by each other Party. This Agreement and any other documents requiring a signature under this Agreement may be signed electronically by the Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in formation.

[Signature Page Follows]

EFFECTIVE AS OF THE LATER DATE SET FORTH BELOW.

WESTOAK WOODS BAPTIST CHURCH,
a Texas nonprofit corporation

By: _____

Name: JAMES HASSELL

Title: PASTOR

Date: 01/08/26

TRAVIS COUNTY, a political subdivision of the State of Texas

By: _____
Andy Brown
Travis County Judge

Date: _____, 2026.

License Agreement for Election Polling Location

LICENSE AGREEMENT
FOR ELECTION POLLING LOCATION
WESTLAKE UNITED METHODIST CHURCH

This license agreement (this "**Agreement**") is made and entered into by and between Westlake United Methodist Church, Inc., a Texas nonprofit corporation (hereinafter referred to as the "**Licenso**r"), and Travis County, Texas, a political subdivision of the State of Texas and the grantee of the license (the "**County**"), hereinafter collectively referred to as the "Parties", or individually as "Party", for the purposes and consideration stated herein.

I. RECITALS

A. The Licensor owns or controls the buildings, parking facilities, driveways, and the land located at 1460 Red Bud Trail, Austin, Texas 78746, commonly known as the Westlake United Methodist Church (the "**Property**").

B. The County desires to use the gymnasium on the Property (the "**Premises**") as a polling location and other uses incidental and related thereto in accordance with the terms, conditions, and provisions of this Agreement.

C. The Licensor desires to allow the County use of the Premises in accordance with the terms, conditions, and provisions of this Agreement and the "Westlake UMC Campus Use Guidelines and Agreement" attached hereto as **Exhibit A**. If there is any conflict or inconsistency between this Agreement and the Westlake UMC Campus Use Guidelines Agreement, this Agreement will control.

NOW, THEREFORE in consideration of these premises and the promises contained herein, the Parties agree as follows:

II. GRANT OF LICENSE

A. The Licensor hereby grants the County the right to use the Premises as an election polling location during the election term and other uses incidental and related thereto as set forth in this Agreement.

B. The Licensor grants a license to the County for exclusive use of the Premises at certain times on March 3, 2026 (the "**March 3, 2026 Election Term**"):

C. The Licensor grants a license to the County for the exclusive use of the Premises during the March 3, 2026 Election Term between the hours of 6:00 a.m. and 8:30 p.m. (the "**County Use Hours**").

D. During the March 3, 2026 Election Term:

1. The County shall store and secure voting equipment and signage inside mutually agreed areas of the Property except during the County Use Hours;

2. The Licensor shall provide the County a security code or key to access the Premises

on or before 6:00 A.M. on March 3, 2026, and the County will return the key to Rev. Margot Ann Perez-Greene or other person designated by Licensor at the end of each March 3, 2026 Election Term. The County shall not make any copies of the key and shall not re-key the entry door locks;

3. The Licensor grants the County permission to install signage at and around the Premises: (i) to inform the public of the County's use of the Premises for election purposes; (ii) to mark the area within which electioneering or loitering is prohibited (these markers would be placed 100 feet from an outside door through which a voter may enter the Premises and also 20 feet from any parking space designated for curbside voting at the Premises); (iii) to inform the public of restrictions regarding firearms and other deadly weapons at polling places; (iv) to inform the public of the prohibitions regarding use of a wireless communication device within a room in which voting is taking place; and (v) to comply with applicable state law regarding any other signage required to be posted at or around the polling place. Notwithstanding any provision to the contrary, the Licensor authorizes electioneering outside a 100-foot radius from the Property; and

4. The County will empty all of its trash into Licensor's dumpsters at the end of the March 3, 2026 Election Term.

III. CONSIDERATION

In consideration of the license granted under this Agreement the County will pay Three Hundred and 00/100 Dollars ($300.00) (the "**License Fee**") to the Licensor by check or warrant no later than fourteen (14) days after both Parties have fully executed this Agreement for the County's use of the Premises during the March 3, 2026 Election Term unless the County provides a written cancellation notice to the Licensor on or before the 30th day before the first day of the March 3, 2026 Election Term.

IV. GENERAL CONDITIONS

A. At the end of the March 3, 2026 Election Term, the County will remove voting equipment and signage and leave the Premises in the same condition it was in before use by the County. The County will repair or replace any damage to the Premises caused by the County.

B. The County is not permitted to use the Premises outside the County Use Hours during the March 3, 2026 Election Term, except that the County may use and access any mutually agreed upon storage area or office space outside of the County Use Hours during the March 3, 2026 Election Term. The County acknowledges that the Licensor may use the Premises for Licensor activities and may authorize use of the Premises by third parties except during the County Use Hours. Under no circumstances will the Licensor authorize anyone other than an authorized representative of the County to have access to any storage area or office space which the County has rekeyed during the March 3, 2026 Election Term.

C. Except for the County's use of the Premises in accordance with this Agreement, the County will not disrupt or interfere with normal operations conducted by the Licensor on the Premises or elsewhere on the Property.

D. The County will have the non-exclusive use of the paved parking areas adjacent to the Premises during the County Use Hours. Licensor may restrict the areas in which County and its invitees may park.

E. THE COUNTY ACKNOWLEDGES THAT ANY SECURITY OR SAFETY MEASURES EMPLOYED BY LICENSOR ARE FOR THE PROTECTION OF LICENSOR'S OWN INTERESTS; THAT LICENSOR IS NOT A GUARANTOR OF THE SECURITY OR SAFETY OF THE COUNTY, ITS AGENTS, EMPLOYEES, INVITEES, OR PROPERTY; AND THAT SUCH SECURITY AND SAFETY MATTERS ARE THE RESPONSIBILITY OF COUNTY AND THE LOCAL LAW ENFORCEMENT AUTHORITIES.

F. THE COUNTY HEREBY AGREES THAT IT ACCEPTS THE PREMISES "AS-IS" AND THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS LICENSE, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY LICENSOR REGARDING THE PREMISES, THE BUILDING, THE PROPERTY OR ANY OF LICENSOR'S EQUIPMENT, FURNISHINGS OR SYSTEMS WHICH MAY BE USED BY COUNTY. LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

V. MISCELLANEOUS

A. Force Majeure. In the event that performance of any obligation or undertaking by a Party hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then the respective Party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.

B. Amendment. This Agreement may not be amended or modified, except by a written agreement, executed subsequent to the date of this Agreement, and signed by the Parties. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

C. Notice. Notices to either Party must be in writing and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. Notice deposited in the U.S. Mail in the manner hereinabove described at the addresses designated herein will be deemed effective three (3) days after the date of such deposit in the U.S. Mail or upon receipt in the case of hand delivery.

The address of the County for all purposes is:

Travis County Clerk
Elections Division,
Attention: Mr. Andrew Dillard
P.O. Box 149325
Austin, Texas 78714-9325

The address of the Licensor for all purposes is:

Westlake United Methodist Church
Rev. Margot Ann Perez-Greene, PhD
Executive Pastor
1460 Red Bud Trail
Austin, Texas 78746

The Parties may change their respective addresses for purposes of notice by giving at least five (5) days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

D. Construction. This Agreement shall be construed in accordance with the laws of the State of Texas, and in accordance with applicable Federal law.

E. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, each Party to this Agreement shall perform the obligations under this Agreement in accordance with the intent of the Parties as expressed in the terms, conditions, and provisions of this Agreement.

F. Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Travis County, Texas.

G. Entire Agreement. This Agreement constitutes the entire agreement between Parties with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.

H. Breach. Failure by either Party to meet any of its obligations under this Agreement shall constitute a breach of this Agreement; and in the event of such breach, the other Party shall be entitled to any and all rights and remedies allowed under Texas law, or under applicable Federal law.

I. Non-Waiver. In the event either Party to this Agreement commits a breach of this Agreement,

as defined in Subsection H above, the failure by a Party to enforce the defaulting Party's obligation(s), or the failure of a Party to pursue any rights or remedies to which it may be entitled, or, the partial exercise by the other Party of any right or remedy to which it may be entitled shall not constitute a waiver of such breach, or of any subsequent breach of this Agreement, or, of said right or remedy.

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

K. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. Neither Party may assign any rights under this Agreement without the written consent of the other Party. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

L. Taxpayer Identification Number. The Licensor will provide the County with an Internal Revenue Form W-9 *Request for Taxpayer Identification Number and Certification* that is completed in compliance with the Internal Revenue Code and its rules and regulations and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

M. Liability and Indemnity.

1. To the extent permitted by law, the Licensor shall not be held responsible to County or County's employees, contractors, guests, invitees, or licensees for any damages, injuries, or losses to person or property caused by an act, omission, or neglect of: (i) County; (ii) County's contractors, agents, guests, employees, invitees, or licensees; or (iii) third persons.

2. To the extent permitted by law, County assumes all risk of damage or injury, including death, from any cause whatsoever to: (i) County's own property; or (ii) the property or person of County's agents, employees, contractors, guests, licensees, or invitees.

3. The Licensor acknowledges that the County does not have legal authority to indemnify the Licensor. Therefore, any provision in this Agreement that requires the County to indemnify Licensor is deleted and will have no effect, regardless of whether language regarding indemnification is deleted.

4. The Licensor agrees that the County shall have the right to self-insure in accordance with generally accepted practices for self-insurance, and such self-insurance shall

be deemed to satisfy any insurance requirements Licensor requires of the County in this Agreement. Within five (5) business days after this Agreement is fully executed and upon request by the Licensor, the County must furnish to Licensor evidence that the County is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.

N. Notwithstanding any provision to the contrary, a telecopied facsimile or electronic copy of a duly executed counterpart of this Agreement will be sufficient to evidence the binding agreement of each Party to the terms of this Agreement. This Agreement takes effect on the date it is fully executed by the Licensor and the County. Each Party consents to the use of electronic signatures by each other Party. This Agreement and any other documents requiring a signature under this Agreement may be signed electronically by the Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in formation.

[Signature Page Follows]

Effective as of the later date set forth below.

WESTLAKE UNITED METHODIST CHURCH, INC.,
a Texas nonprofit corporation

By: Pastor Margot Ann Perez-Greene

Printed Name: Margot Ann Perez-Greene

Title: Executive Pastor

Date: January 5, 2025

TRAVIS COUNTY, a political subdivision of the State of Texas

By: _____
Honorable Andy Brown
Travis County Judge

Date: _____

License Agreement for Election Polling Location

Exhibit A

Westlake UMC Campus Use Guidelines and Agreement

DETAILS REGARDING THE EVENT:

Contact Name:

Group Representing:

Address:

Home Phone:

Work Phone:

Email:

Description of Event:

Date(s)of Event: from _____AM / PM until _____AM / PM

from _____ AM / PM until _____AM / PM

Number of people attending _____

Age Group _____

USAGE FEES:

Fixed Charges	Rate
Security Deposit	$200 (refund upon satisfactory completion of contract)
Custodial Charge, Set-up	1 hour prior if setup is required @$35/hour
Custodial Charge, Take down/clean-up	1 hour after event @$35/hour

Room	Rate per Hour, Minimum Hours
Sanctuary and Narthex	$250, 2 hour minimum
A/V (operated by WUMC tech)	$50/hour, 2 hour minimum
Gymnasium	$150, 2 hour minimum
Music Room	$50, 1 hour minimum
Library	$50, 1 hour minimum
Gymnasium Kitchen	$35, 2 hour minimum
Wyatt Hall Kitchen	$35, 2 hour minimum
Building M Kitchen	$35, 2 hour minimum
Classrooms	$35, 1 hour minimum

FACILITY USE AGREEMENT: Westlake UMC ("WUMC") reserves the right to refuse rental of buildings to organizations and persons who are not in sympathy with WUMC's principles and values. All decorations, staging, and equipment must be broken down and removed immediately following the event. Users who expect more than 20 people must obtain General Liability Insurance covering personal injuries and property damages with a minimum limit of liability of at least $1,000,000.00 per occurrence and Westlake United Methodist Church must be included under such insurance policy as an "additional insured". **You must provide the WUMC church office with a copy of the Certificate of Insurance prior to each event. Doors will not be opened if the office does not receive the certificate of insurance prior to the event.**

SAFE GATHERINGS POLICY: WUMC adheres to the Rio Texas Conference Safety Policy for children and vulnerable adults. The Rio Texas Conference is committed to the well-being of every person entrusted to its care as well as those persons entrusted to the care of the districts and local United Methodist Churches throughout its conference borders. Therefore, we will strive to create safe places for all of God's children. Our safety policy and procedures helps us to do this holy and hard work. By using space from Westlake United Methodist Church, you agree to follow the standards contained therein. The policies are found at: Rio Texas Conference Safety Policy

User Acknowledgement and Agreement to follow the Safe Gatherings Policy: _____

TERMS AND CONDITIONS:

NO ALCOHOLIC BEVERAGES or SMOKING on WUMC property at any time. **NO FOOD OR BEVERAGES** are permitted in the sanctuary. Any damage or replacement costs due to food or beverage will be the responsibility of the user. USERS: Please remind all attendees at your event that no food or drinks are permitted inside the sanctuary. **NO COOKING IS ALLOWED** in the kitchen; the kitchen facility can be used for storing/serving catered food unless otherwise agreed to in writing by WUMC. Users are not allowed to operate kitchen machinery or cooking equipment unless otherwise agreed to in writing by WUMC. User is to provide disposable dishes, pans, eating and serving utensils, and napkins. The kitchen is to be left clean – all garbage and recyclables are to be removed from the building immediately after any function. If the user requires set-up and break-down for tables and chairs used at functions, a minimum 1-hour custodial time must be ordered with the rental and a charge will be assessed. All furniture shall be placed back in its original position unless prior arrangements have been made with WUMC. A minimum 1-hour custodial charge will be included with the user agreement. Any personal or group property left on the church premises shall be at your own risk and only with prior permission from the Facilities Use Committee. ALL areas of the facility and WUMC property should be left as it was found prior to the event, including the kitchen, bathrooms, classrooms, etc. At the conclusion of the event, the user must sign a completed clean-up checklist. The security deposit will be refunded after inspection and approval of the condition of the facility by WUMC.

DAMAGE ASSESSMENT:

User shall use the facilities for the described use herein and for no other purpose, unless WUMC grants prior written consent to user. User shall promptly reimburse WUMC for any costs to repair any damage to the facilities improvements located thereon that are caused by the use of or entry onto the facilities by User Group.

ESTIMATED CHARGES:

ITEM	HOURS	RATE/HOUR	TOTAL Full Day	TOTAL Half Day
Custodial Charge, Set-up		$35 minimum		
Custodial Charge, Take down/clean-up		$35 minimum		
Sanctuary and Narthex		$250, 2 hour minimum		
A/V (operated by WUMC tech)		$50/hour, 2 hour minimum		
Gymnasium		$150, 2 hour minimum		
Music Room		$50, 1 hour minimum		
Library		$50, 1 hour minimum		
Gymnasium Kitchen		$35, 2 hour minimum		
Wyatt Hall Kitchen		$35, 2 hour minimum		
Building M Kitchen		$35, 2 hour minimum		
Classrooms List Rooms: 402-403		$35 each, 1 hour minimum		
TOTAL ESTIMATED FEE				

$200 Security Deposit and one half of Total Estimated Fee due with submission of this form. Deposit will be refunded upon completion of inspection of facilities after the event after inspection and approval of the condition of the facility by WUMC.

One half upfront fee waived. $200 Security deposit due with form. Coding for Kids will provide a breakdown of full day versus half day usage on 6/30 and 7/31 for invoicing by WUMC.

SIGNATURE:

The undersigned user agrees that they have read this Agreement and agree to abide by the terms and conditions of this Agreement including any supplementary agreement (s) attached hereto signed and approved by WUMC; agrees to keep and maintain the WUMC property in the condition as found prior to the event; to maintain the security of the WUMC premises and all equipment, furniture, fixtures, and valuables; and further agrees not to allow any unauthorized person (s) to enter WUMC or use WUMC property or to remove any WUMC property; and further agrees to remove from WUMC's property any property or belongings brought onto the WUMC property after the event is over.

Any breach or infraction of these rules, terms, and/or the conditions of this Agreement may result in loss of any security deposit, denial of further use of WUMC premises, and/or cancellation of this Agreement effective immediately upon such breach or infraction. By signing below, the person signing for the applicant hereby expressly warrants and represents to WUMC that they are legally competent to execute this Agreement and that they are fully authorized to execute this Agreement on behalf of the person(s) or entity who will be using the WUMC premises under this Agreement and that such person will be responsible for payment of all amounts due under this Agreement.

Assumption of Risk; Release. In consideration for the permission granted by WUMC in connection with this Agreement, User assumes and accepts, to the fullest extent permitted by law, all risks of injury or damage, to itself and its employees, affiliates, contractors, agents, representatives, guests, invitees, or licensees, (collectively "User Group") whether to person or property, including but not limited to any injuries caused by the condition or use by user of any WUMC facilities, or the ordinary negligence of WUMC. User accepts the facilities as-is, with all faults, without any representations or warranties, express or implied, as to the condition of the facilities or the fitness of the facilities for any particular purpose.

The user also expressly agrees to indemnify and hold harmless WUMC and its members, agents, representatives and insurers to the fullest extent available under Texas law from any and all claims, demands, actions, causes of action, injuries and/or liens of whatever nature or character, which have been or which may hereafter be asserted by any person, entity, insurance company, or governmental agency or anyone claiming by, through or under the user in any way resulting from or related to the use of WUMC's property under this Agreement.

Above stated terms and conditions accepted by Applicant:

Applicant Signature: _____

Name (Print): _____

Date: _____

For Westlake United Methodist Church:

WUMC Signature: _____

Name (Print): _____

Date: _____

For Internal Use:	
Date Received:	
Received By:	
Deposit Refunded (Y/N):	
Date Refunded:	
Refund Check #:	

Westlake United Methodist Church

Room Usage Invoice

Date:

ESTIMATED CHARGES:	ORGANIZATION HERE:			
ITEM	HOURS	RATE/HOUR	Full Day Total	Half Day Total
Custodial Charge, Set-up		$35/hour minimum	$0.00	$0.00
Custodial Charge, Take down/clean-up		$35/hour minimum	$0.00	$0.00
Sanctuary and Narthex		$250/hour, 2 hour minimum	$0.00	$0.00
A/V (operated by WUMC tech)		$50/hour, 2 hour minimum	$0.00	$0.00
Gymnasium		$150/hour, 2 hour minimum	$0.00	$0.00
Music Room		$50/hour, 1 hour minimum	$0.00	$0.00
Library		$50/hour, 1 hour minimum	$0.00	$0.00
Gymnasium Kitchen		$35/hour, 2 hour minimum	$0.00	$0.00
Wyatt Hall Kitchen		$35/hour, 2 hour minimum	$0.00	$0.00
Building M Kitchen		$35/hour, 2 hour minimum	$0.00	$0.00
Classrooms		$35/hour, 1 hour minimum	$0.00	$0.00
Trustee Negotiated Rate			$0.00	$0.00
List Rooms:				
TOTAL ESTIMATED ROOM FEE			$0.00	$0.00

SECURITY DEPOSIT (Refunded pending successful completion of Contract)		
SAFE GATHERINGS CERTIFIED	Yes ☐	No ☐
PAID / MINIMUM DUE		
BALANCE REMAINING		

westlake UNITED METHODIST CHURCH

Applicant Signature: _____

Westlake UMC Signature: _____

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Balcones Bingo
Prepared By/Phone Number: Andrew Dillard, Elections Coord Sr,
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Ben Hur Shrine Center
Prepared By/Phone Number: Andrew Dillard, Elections Coord Sr,
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
UT Texas Union
Prepared By/Phone Number: Andrew Dillard, Elections Coord Sr,
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
LBJ School of Public Affairs
Prepared By/Phone Number: Andrew Dillard, Elections Coord Sr,
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Westoak Woods Baptist Church
Prepared By/Phone Number: Andrew Dillard, Elections Coord Sr,
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Westlake United Methodist Church
(Judge Brown)
Prepared By/Phone Number: Andrew Dillard, Elections Coord Sr,
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action to revise the 2026 Travis County Commissioners Court calendar. (Judge Brown)

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

APPLICANT CONTACT SHEET

Applicant Contact Information				
Name Mitchell R. Kreindler				
Spouse's Name Ellen J. Wallace				
Mobile / Home Phone Number [redacted]				
Email Address [redacted]				
Residential Home Address (Required to verify residency) [redacted]				
County Commissioner Precinct	☐ Pct. 1	☒ Pct. 2	☐ Pct. 3	☐ Pct. 4

Applicant Information			
Date of Birth [redacted]		**Preferred Pronouns** He/Him	
☐ Female	☒ Male	☐ Non-binary	☐ Prefer Not to Indicate

How did you learn about this vacancy?
Current ESD 4 Commissioner

Race*		
☐ Black or African-American	☐ Asian	☒ White
☐ American Indian or Alaska Native	☐ Native Hawaiian or Other Pacific Islander	
☐ Some Other Race alone, non-Hispanic:		
☐ Two or more races:		

Ethnicity		
☐ Hispanic	☐ Asian alone, non-Hispanic	☒ White alone, non-Hispanic
☐ Black or African American alone, non-Hispanic	☐ American Indian and Alaska Native alone, non-Hispanic	
☐ Native Hawaiian and Other Pacific Islander alone, non-Hispanic	☐ Some Other Race alone, non-Hispanic	
☐ Multiracial, non-Hispanic:		

Race and ethnicity categories are based on standards utilized by the U.S. Census Bureau to promote uniformity and comparability of statistical data in household surveys, administrative forms and records, and other data collections.

ESD #4 Board of Commissioners Application

Applicant Name

Mitchell R. Kreindler

Statement of Purpose

In 150 words or less briefly summarize why you are seeking this appointment.

First, I am a civic-minded individual who believes in giving back to the community through volunteer service. ESD 4 presents a great opportunity to ensure that residents receive the best possible emergency services, fire protection and emergency medical response.

Second, this role fits within my personal wheelhouse of skills. I will do the unseen research, study and work necessary to fulfill my obligations to the highest level. To most people, meetings, budgets, resource allocation and planning are boring. To me, they are exciting opportunities to improve how critical resources are funded and deployed. Equally important is the challenge to plan strategically for long-term growth across and to make certain that preparedness is at the forefront. The increasing risk of wildfire due to climate-changing weather presents a significant danger to many portions of ESD 4. The District must be ready with equipment, community education and detailed planning to address this threat.

Skills

☐ Administration & Operations	☒ Facilities Management	☒ Public Relations
☒ Board Development	☒ Financial Management	☒ Staffing/HR
☒ Community Networking	☐ Firefighting	☒ Strategic Planning
☐ Counseling	☒ Health Care	☐ Training
☒ Education	☒ Program Development	☒ Volunteer Management
☐ Emergency Services	☒ Program Evaluation	☒ Writing/Communication

Please highlight any other relevant skills and experience you would bring to the board.

As an attorney, I have decades of experience digesting financial materials, complex documents and complicated situations that require multifaceted solutions. I am used to performing my own research to learn about new topics and ensure that I master them so that I can communicate effectively with clients and educate adversaries and judges While I am not yet an expert on the provision of emergency services and preparedness planning, these critical thinking skills will allow me to quickly reach the necessary level of expertise.

Education History	
High School or equivalent (G.E.D.): J.J. Pearce High School (Richardson TX)	
Trade School/Vocational Program: N/A	
Focus and Years Attended:	1976-80
Community College:	
Degree and Years Attended:	High school diploma
Undergraduate School: The University of Texas at Austin (Austin, TX)	
Degree and Years Attended:	BBA (Accounting and Business Honors), 1980-84
Graduate School: The University of Texas School of Law (Austin, TX)	
Degree and Years Attended:	JD, 1984-87

Current Employment Information	
Employer	Kreindler & Associates
Job Title	Owner
Email/Work #	[redacted]
Start and End Dates	Nov. 2000 - present
Most Recent Past Employment	
Employer	Phebus & Koester
Job Title	Attorney
Email/Work #	
Start and End Dates	Feb. 1998 – Oct. 2000

Current Professional Organization Memberships

Texas Bar and the bars of various federal courts
The Anti-Fraud (TAF) Coalition
American Bar Association
Texas Bar Association
Austin Bar Association
Houston Bar Association
Federal Bar Association

Community Participation: Public Service, Civic Engagement, Volunteer Experience

Travis County Care First Austin, Texas
Board Member, non-profit org supporting the mission of the Travis County CPS Board (2025-present)

City of Austin Firefighters', Police Officers' and Emergency Medical Services Personnel Civil Service Commission
Commissioner, appointed by Austin City Council to 2-year term (2024-present)

Travis County Children's Protective Services Board Austin, Texas
Board Member, appointed by Travis County Commissioners to 3-year term (2023-present)

CASA of Travis County Austin, Texas
Volunteer court-appointed special advocate and guardian ad litem (2022-present)

University United Methodist Church Austin, Texas
Volunteer, Open Door Ministry (food and clothing for the unhoused) (2023-present)

These are my current community engagements. Past community service is listed on my attached resume.

ESD #4 BOARD OF COMMISSIONERS
CERTIFICATION OF APPLICANT

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation, or omission of a fact may result in my disqualification for appointment. I assign and hereby give Travis County full authority to conduct background investigations pertinent to this application.

I agree to file the following affidavit of eligibility prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during the tenure of my appointment.

Further, I understand that the information provided in this application will be considered a government record and is subject to the disclosure and exception provisions of the Texas Public Information Act and all other statutory requirements.

Interviews will be conducted in a public forum in accordance with the requirements of the Texas Open Meetings Act and any other statutory requirements or exceptions.

Mitchell R. Kreindler	
Printed Name	Applicant's Signature
January 15, 2026	
Date	

Completed applications and attachments must be submitted electronically to: IGR@traviscountytx.gov

More information about the Texas Open Meetings Act and the Texas Public Information Act can be found by visiting https://www.texasattorneygeneral.gov.

AFFIDAVIT OF ELIGIBILITY FOR APPOINTMENT TO
THE EMERGENCY SERVICES #4 BOARD OF COMMISSIONERS
BY THE TRAVIS COUNTY COMMISSIONERS COURT

I, Mitchell R. Kreindler, declare or affirm that I am capable of making this affidavit and that the information contained in this government record/document is true and correct. I am making this affidavit to establish that I meet all eligibility requirements established by the Travis County Commissioners Court for appointment to the Emergency Services #4 Board of Commissioners and submit the information under the penalty of perjury, on January 15, 2025.

Accordingly, I hereby affirm that all of the following statements are true:

1. I am a resident of Emergency Services District #4.

2. Neither I, nor my spouse or minor children, own 10 percent or more of the voting stock of a corporation, partnership, or other business association that transacts business with Emergency Services District #4.

3. Neither I, nor my spouse or minor children, owns either 10 percent or $15,000 or more of the fair market value of a corporation, partnership, or other business association that transacts business with Emergency Services District #4.

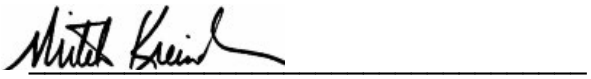
4. Neither I, nor my spouse or minor children, received more than 10 percent of our gross personal income last year from a corporation, partnership, or other business association that transacts business with Emergency Services District #4. This does not include employment with Travis County.

5. I am not related within the third degree of affinity or consanguinity to any of the following:
    a) a person providing professional services to Emergency Services District #4;
    b) a commissioner of Emergency Services District #4; or
    c) a person who is an employee or volunteer of an emergency services organization providing emergency services to Emergency Services District #4.

6. I am not an employee of a commissioner of Emergency Services District #4, attorney, or other person providing professional services to the district.

7. I am not serving as an attorney, consultant, or architect or in some other professional capacity for Emergency Services District #4 or an emergency services organization providing emergency services to the district.

8. I will inform both the Commissioners Court and the leadership Emergency Services District #4 if these circumstances change during the time I am serving on the board.



Signature

MITCHELL R. KREINDLER

[redacted] [redacted]

EMPLOYMENT

Kreindler & Associates Austin and Houston, Texas
Founded law firm devoting practice exclusively to the representation of whistleblowers pursuing recoveries for fraud perpetrated against the government under the *qui tam* provisions of the False Claims Act, related state statutes and certain whistleblower programs operated by the IRS, SEC and CFTC. Significant part of practice involves heath care and government contract compliance. Website: blowthewhistle.com (Nov. 2000 - present)

Phebus & Koester West Chester, Pennsylvania *(formerly Phebus & Winkelmann)*
Head of firm's False Claims Act *qui tam* practice and responsible for cultivating and managing the representation of individual and corporate whistleblowers. (Feb. 1998 - Oct. 2000)

Phillips & Cohen Washington, D.C.
Civil litigator at an eight-lawyer boutique, specializing exclusively in the investigation, development, filing and management of False Claims Act *qui tam*. Maintained active *pro bono* practice focusing on poverty law issues. (Sept. 1994 - Oct. 1997)

Wiley, Rein & Fielding Washington, D.C.
Commercial litigator at one of city's largest firms. Primary responsibility for a wide variety of civil matters, including environmental insurance coverage, government contracts, employment discrimination, franchise termination, and products liability actions. Substantial experience in drafting and negotiating contracts. Maintained active and successful *pro bono* practice. Active on Associates and Pro Bono Committees. Heavily involved in recruiting activities. (Jan. 1989 - Sept. 1994)

Schnader, Harrison, Segal & Lewis Washington, D.C.
Commercial litigator in the Washington branch of one of Philadelphia's largest firms. Substantial responsibility for an eclectic range of civil cases, including general contract, breach of warranty, construction and government contract matters. Active on Recruiting Committee. (Sept. 1987 - Jan. 1989)

EDUCATION

The University of Texas School of Law Austin, Texas
- J.D. (1987)
- *Texas Law Review,* Associate Editor (1986-87)
- Best Labor Note (1986)
- Law Week "Most Extracurricularly Involved" (1986)

The University of Texas at Austin Austin, Texas
- B.B.A. (1984) (Accounting and Business Honors Programs)
- Student Body President (1983-84)
- Business Student Council President (1982-83)
- Outstanding Student Awards (1982 and 1983)

J.J. Pearce High School Richardson, Texas (1980)

COMMUNITY INVOLVEMENT

Travis County Care First *Austin, Texas*
Board Member, non-profit org supporting the mission of the Travis County CPS Board **(**2025-present)

City of Austin Firefighters', Police Officers' and Emergency Medical Services Personnel Civil Service Commission
Commissioner, appointed by Austin City Council to 2-year term (2024-present)

Travis County Children's Protective Services Board Austin, Texas
Board Member, appointed by Travis County Commissioners to 3-year term (2023-present)

CASA of Travis County *Austin, Texas*
Volunteer court-appointed special advocate and guardian *ad litem* (2022-present)

University United Methodist Church *Austin, Texas*
Volunteer, Open Door Ministry (food and clothing for the unhoused) (2023-present)

The Metropolitan Organization *Houston, Texas*
Police Reform Action Team (2020-23)

University of Texas at Austin Austin, Texas
Friar Society Alumni Network, Prior (President) (2021-24)
McCombs School BHP Applicant Interviewer (2005-22)
McCombs School BHP Mentor (2021-22)
Ex-Students' Association Scholarship Committee (2009-18)
McCombs School Center for Leadership and Ethics Advisory Council (2015-19)
McCombs School Business Honors Program Advisory Board (2002-15)

Congregation Brith Shalom Bellaire, Texas
Vice President (2019-21)
Member, Board of Directors (2004-09; 2013-16; 2019-21)
Member, Finance Committee (2002-present)
Chair, Education Council (2012-15)
Adviser to the President and Executive Committee Member (2011-13; 2017-19)
Vice President of Financial Affairs and Executive Committee Member (2007-09)

Memorial Timbers Civic Association Houston, Texas
Board Member (2010-16)
President (2014-16)
Vice President and Secretary (2010-14)

Albion Hurricanes Football Club Houston, Texas
Manager, Girls 98 ECNL Soccer Team (2008-14)

Memorial High School Houston, Texas
Member, Campus Improvement Team (2011-13)

Spring Branch Middle School Houston, Texas
Member, Campus Improvement Team (2009-11)
Mentor, Spring Branch Middle School (2006-11)

Hunters Creek Elementary School Houston, Texas
Member, Safety Committee (2006-07)
Member, Campus Improvement Team (2004-06)
Member, Spanish Committee (2001-03)
Organizer, Spanish Proficiency for Every Kid (2002-08)

COMMUNITY INVOLVEMENT (cont'd)

Spring Branch Independent School District Houston, Texas
Member, Spring Branch Plan Task Force (2011-12)
Member, Spanish Language Task Force (2002-08)
Member, Calendar Committee (2005-06)

Spring Branch Memorial Sports Association Houston, Texas
Coached kids soccer, basketball and softball (2001-2008)

The Homeless Children's Tutorial Project, Inc. (d/b/a Project Northstar) Washington, D.C.
Member, Board of Advisors (1997-1998); Member, Board of Directors (1993-97); Co-Chair, Board of Director's Fundraising Committee (1993-96); Tutor (1989-97);Treasurer (1992-93); Steering Committee member (1989-93); Secretary (1991-92); and Enrichment Committee Chair (1989-91); Founding member (1989).

Washington Legal Clinic for the Homeless Washington, D.C.
Member, Board of Directors (1994-97); volunteer at Community for Creative Non-Violence (CCNV) shelter, providing legal services to the homeless (1990-97).

Legal Aid Society of the District of Columbia Washington, D.C.
Co-chair for 1993 and 1994 Associates' Campaign fundraising drive; accept *pro bono* cases on a referral basis.

BAR ADMISSIONS

Texas (2001)
Pennsylvania (1997; inactive)
District of Columbia (1988, inactive)
Maryland (1987; inactive)
United States Supreme Court (1994)
United States Court of Appeals for the D.C. Circuit (1991)
United States Court of Appeals for the Third Circuit (2003)
United States Court of Appeals for the Fourth Circuit (1994)
United States Court of Appeals for the Fifth Circuit (2007)
United States Court of Appeals for the Sixth Circuit (2016)
United States Court of Appeals for the Ninth Circuit (2016)
United States District Court for the District of Colorado (2000)
United States District Court for the District of the District of Columbia (1989)
United States District Court for the District of Maryland (1988)
United States District Court for the Eastern District of Pennsylvania (1999)
United States District Court for the Southern District of Texas (2003)
United States District Court for the Eastern District of Texas (2000)
United States District Court for the Western District of Texas (2016)

ASSOCIATIONS AND MEMBERSHIPS

The Friar Society, The University of Texas
University of Texas Law School Alumni Association
Ex-Students' Association, The University of Texas at Austin (Life Member)
The Anti-Fraud (TAF) Coalition
American Bar Association
Texas Bar Association
Austin Bar Association
Houston Bar Association
Federal Bar Association

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive briefing and take appropriate action regarding Travis County security and information security issues.[1,4 & 6] (Commissioner Travillion & Howard)

Prepared By/Phone Number: Randy Lott, ITS Division Director, 512-854-5847
Elected/Appointed Official or Department Head: Paul Hopingardner
Commissioners Court Sponsor(s): Commissioner Travillion, Commissioner Howard
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:
To be discussed in Executive Session.

Staff Recommendations:
To be discussed in Executive Session.

Issues and Opportunities:
To be discussed in Executive Session.

Fiscal Impact and Source of Funding:
To be discussed in Executive Session.

Required Authorizations:
Jeffrey Travillion, Commissioner Precinct One
Ann Howard, Commissioner Precinct Three
Paul Hopingardner, County Executive for Technology and Operations

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive briefing and take appropriate action regarding the acquisition of approximately 62 acres of land in connection with the Balcones Canyonlands Conservation Plan in Precinct Two.[1&2] (Commissioner Shea)

Prepared By/Phone Number: Debra Scott, Project Manager, 512-854-1752
Elected/Appointed Official or Department Head: Cynthia McDonald
Commissioners Court Sponsor(s): Commissioner Shea, Precinct Two
Press Inquiries: Hector Nieto, PIO@traviscountytx.gov, 512-854-8740

Background/Summary of Request:
N/A

Staff Recommendations:
N/A

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
N/A

Required Authorizations:
Cynthia C. McDonald, County Executive - TNR (512) 854-9418
Tanner Voelker,Asst. Director Planning & Admin - TNR (512) 854-7675
Emily Ackland, NREQ Division Director -TNR (512) 854-4629
Jeremy Hull, Natural Resources Assistant Director - TNR (512) 854-1688

CC:
Christopher Gilmore, Asst. County Attorney - CA (512) 854-9455

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive briefing and take appropriate action regarding a letter of intent related to a possible acquisition of a property in North Austin, Texas. [1&2] (Commissioner Gómez)

Prepared By/Phone Number: Aerin Pfaffenberger, Assistant Director, Administration & Planning, 512-854-9876
Elected/Appointed Official or Department Head: Paul Hopingardner
Commissioners Court Sponsor(s): Commissioner Margaret Gómez, Pct 4.
Press Inquiries: Hector Nieto, Public Information Officer, 512-854-8740

Background/Summary of Request:
To be discussed in Executive Session.

Staff Recommendations:
N/A

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
N/A

Required Authorizations:
Paul Hopingardner, County Executive, Technology & Operations
Commissioner Margaret Gómez, Pct 4.

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive legal briefing and take appropriate action regarding *Brown, et al v. Paxton, et al.*, Cause No. 1:24-CV-1095-ADA, United States District Court for the Western District, Austin Division.[1] (Judge Brown)

Prepared By/Phone Number: Sylvia McNicholas, Legal Secretary Sr., (512) 854-4216
Elected/Appointed Official or Department Head: Delia Garza, County Attorney
Commissioners Court Sponsor(s): Hon. Andy Brown
Press Inquiries: N/A

Background/Summary of Request:
N/A

Staff Recommendations:
N/A

Issues and Opportunities:
N/A

Fiscal Impact and Source of Funding:
N/A

Required Authorizations:
Delia Garza, Travis County Attorney, (512) 854-9415
Leslie Dippel, Executive County Attorney, (512) 854-9841

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive legal briefing and take appropriate action regarding outdoor burning and the sale and use of fireworks in the unincorporated areas of Travis County.[1] (Judge Brown)
Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive legal briefing and take appropriate action regarding recent revisions to the Texas Public Information Act, designation of public information coordinators by County offices, and legal responsibilities of County Judge and Commissioners Court under the Act.[1] (Judge Brown)

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive briefing and take appropriate action regarding the appointment, hiring, employment, evaluation and duties of the Travis County Executive for Technology & Operations.[1&3] (Judge Brown)

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive briefing and take appropriate action regarding the appointment, hiring, employment, evaluation and duties of the Travis County Executive for Innovative Justice & Program Analysis.[1&3] (Judge Brown)

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Receive legal briefing on and take possible action on property located at 4001 Ranch Road 620.[1&2] (Judge Brown)

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Consider and take appropriate action on approve an amending resolution to update and designate one or more Authorized Representatives for a TexSTAR Short Term Asset Reserve Fund. (Commissioner Gómez)

Prepared By/Phone Number: Christy Moffett, Director, 512-854-1161
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
1. TexStar Amending Resolution - Travis County v2

TexSTAR

AMENDING RESOLUTION

WHEREAS, Travis County Housing Finance Corp Trust

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Assert Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Kendra Selby Title: SVP, WMS Ops Senior Manager
   Signature: Kendra Selby Phone: 918-619-0369
   Email: kselby@bokf.com

2. Name: Stacy Sponsler Title: SVP, WMS Ops Senior Manager
   Signature: Stacy Sponsler Phone: 918-619-1972
   Email: ssponsler@bokf.com

3. Name: April Inman Title: VP, WMS Ops Manager
   Signature: April Inman Phone: 918-619-1241
   Email: AInman@bokf.com

4. Name: _____ Title: _____
   Signature: _____ Phone: _____
   Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Kendra Selby

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (***not listed above***) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: Jacob Muehlbauer Title: Program Manager
Signature: _____ Phone: 512-854-1775
Email: Jacob.Muehlbauer@traviscountytx.gov

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED _____

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

Travis County Housing Finance Corp Trust
(NAME OF PARTICIPANT)
Travis County Housing Finance Corp

SIGNED BY: _____
(Signature of official)

_____
(Printed name and title)

ATTESTED BY: _____
(Signature of official)

_____
(Printed name and title)

FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

.....
AUTHORIZED SIGNER

Travis County Commissioners Court
Voting Session Agenda Request

Meeting Date: Tuesday, January 27, 2026

Agenda Language:
Authorize the County Treasurer to invest County funds - BCRD. (Judge Brown)
Prepared By/Phone Number: Reagan Grimes, Investment Manager,
Elected/Appointed Official or Department Head:
Commissioners Court Sponsor(s):
Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:
None