



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By:** Don Perryman **Phone #:** 974-2786

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

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

**Sponsoring Court Member:** Commissioner Eckhardt, Precinct Two

**AGENDA LANGUAGE:** Receive comments regarding a plat for recording: Steiner Ranch Phase 1, Section 10-D, Resubdivision of Lots 303-315 and Lots 324-339 (Resubdivision final plat - 34 total lots (33 single-family lots and 1 greenbelt lot) - 15.17 acres - Shoreview Overlook Drive) in Precinct Two.

## **BACKGROUND/SUMMARY OF REQUEST:**

The applicant is requesting to resubdivide 25 existing single-family lots into smaller lots, increasing the total number of lots in this section from 25 lots to 34 lots. Water and wastewater service to be provided by Water Control Improvement District #17.

## **STAFF RECOMMENDATIONS:**

The City of Austin Zoning and Platting Commission approved this resubdivision final plat on November 1, 2011. As the application meets all Title 30 requirements, the Single Office staff recommends approval of the motion.

## **ISSUES AND OPPORTUNITIES:**

There have been numerous contacts from adjoining neighbors who oppose the increase in density from the resubdivision of the lots; their comments were provided with the original agenda request to set the public hearing date. In addition, several neighbors showed up to speak at the City of Austin Zoning and Platting Commission hearing; however, the plat had already been approved earlier in the evening and the Commission declined to re-open the public hearing.

As part of the requirements for a plat resubdivision, a notice of public hearing sign was placed on the subject property announcing the date, time, and location of the public hearing (see attached photo and affidavit).

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

## **ATTACHMENTS/EXHIBITS:**

Precinct map

- Location map
- Original Subdivision final plat
- Proposed plat map
- Photograph of public notice sign
- Affidavit of sign posting

**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**SM:AB:dp**  
**1101 - Development Services -**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

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

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

AB

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

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

**Sponsoring Court Member:** Commissioner Huber, Precinct Three

**AGENDA LANGUAGE:** Receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 39 and 40, Block H of Highland Creek Lakes, Section 1 – Precinct Three.

**BACKGROUND/SUMMARY OF REQUEST:**

TNR staff has received a request to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 39 and 40, Block H of Highland Creek Lakes, Section 1. The easements are dedicated per plat note. The subject lots front on Oakwood Circle, a street not maintained by Travis County.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. As of this memorandum staff has not received, nor foresees, any opposition to this request.

**STAFF RECOMMENDATIONS:**

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

**ISSUES AND OPPORTUNITIES:**

The purpose of this request is to allow the issuance of the license to operate permit for the septic. The issue in this case is that the house is on Lot 39 with the septic drain field being on Lot 40. The lines connecting the two can not cross a public utility easement per septic regulations.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A.

**ATTACHMENTS/EXHIBITS:**

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

**REQUIRED AUTHORIZATIONS:**

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

**CC:**

Stacey Scheffel	Program Manager	TNR Permits	854-7565

**SM:AB:ps**

**1101 - Development Services - Highland Creek Lakes, Section 1**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

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

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

AB

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

**Sponsoring Court Member:** Commissioner Huber, Precinct Three

**AGENDA LANGUAGE:** Receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide drainage easements located along the north and south lot lines of Lot 7, Block 48 of Austin Lake Hills, Section Three – Precinct Three.

**BACKGROUND/SUMMARY OF REQUEST:**

TNR staff has received a request to vacate two five foot wide drainage easements (DEs) located along the north and south lot lines of Lot 7, Block 49 of Austin Lake Hills, Section Three. The easements are dedicated per plat note as public utility and drainage easements. The subject lot fronts on a section of Lipan Trail that is maintained by Travis County.

Professional engineer Kimberle Geary has stated, and sealed, that:

"This letter is to certify that by vacating the drainage easements, as described on the enclosed survey and Exhibit A (metes and bounds description), no adverse or harmful events could occur. The drainage easements were written into the plat notes and have never been in use. Storm water flows to the drainage ditches along the streets."

After review of the submitted request and recommendation, Travis County engineer John Ellis has stated he has no objections to this vacation request. Staff foresees no opposition to this request.

**STAFF RECOMMENDATIONS:**

As of this memo staff has not received any inquiries in regards to this vacation request. The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends the vacation.

**ISSUES AND OPPORTUNITIES:**

The purpose of this request is to allow a replacement septic system be installed. The current system has failed. Vacating the subject easements will allow the new system be installed without encroaching into septic setbacks per septic regulations.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A.

**ATTACHMENTS/EXHIBITS:**

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

**REQUIRED AUTHORIZATIONS:**

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

**CC:**

Stacey Scheffel	Program Manager	TNR Permits	854-7565

**SM:AB:ps**

**1101 - Development Services - Austin Lake Hills, Section Three**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 12/20/2011

**Prepared By/Phone Number:** Debbie Ties – 854-6472

**Elected/Appointed Official/Dept. Head:** Hershel Lee

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER CONCERNING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:** None

**REQUIRED AUTHORIZATIONS:**

Hershel Lee

Danny Hobby

Cheryl Aker

Commissioners Court

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

COUNTY OF TRAVIS       §  
                                  §  
STATE OF TEXAS         §

**ORDER PROHIBITING  
OUTDOOR BURNING**

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Travis County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Travis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Travis County as follows:

- (1) Actions prohibited:
  - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
  - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.
- (2) Enforcement:
  - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
  - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
  - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
  - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.
- (3) This order does not apply to outdoor burning activities:
  - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
    - (A) firefighter training;
    - (B) public utility, natural gas pipeline, or mining operations; or
    - (C) planting or harvesting of agriculture crops.

- (b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
  - (A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
  - (B) Surfaces around welding or hot works area are wetted down;
  - (C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
  - (D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.
  - (E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
  - (F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
  - (G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
  - (H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;
  - (I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire on January 18, 2012 or upon such date as a determination is made by the Travis County Commissioners Court or by the Travis County Fire Marshal that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 20th DAY OF December 2011.

TRAVIS COUNTY COMMISSIONERS COURT

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

CONDADO DE TRAVIS §

ESTADO DE TEJAS §

**ORDEN EL PROHIBIR  
EL QUEMARSE AL AIRE LIBRE**

MIENTRAS QUE, la sección 352.081 del código del gobierno local proporciona que la corte de las comisiones de un condado por orden puede prohibir quemarse al aire libre en unincorporated el área del condado si la corte de las comisiones hace encontrar que las circunstancias presentes en unincorporated área crean un peligro de seguridad público que sería exacerbado por quemarse al aire libre; y,

MIENTRAS QUE, las comisiones Corte del condado de Travis encuentran por este medio que las circunstancias presentes en todo el unincorporated a área de Travis que el condado crea un peligro de seguridad público que sería exacerbado por quemarse al aire libre;

AHORA, POR LO TANTO, SE PIDE que el quemarse al aire libre está prohibido en todo el unincorporated áreas del condado de Travis como sigue:

- (1) Acciones prohibidas:
  - (a) Una persona viola esta orden si el/ella se quema cualquier exterior material combustible de un recinto que los servicios para contener todas las llamas y/o chispas, o pidan tal quemarse por otros.
  - (b) Una persona viola esta orden si he/she engancha a cualquier actividad al aire libre que podría permitir las llamas o las chispas que podrían dar lugar a un fuego a menos que estuvieron hechas en un recinto diseñaron proteger la extensión del fuego, o piden tales actividades por otras.
- (2) Aplicación:
  - (a) Sobre la notificación de quemarse al aire libre sospechado, el cuerpo de bomberos con la jurisdicción para la localización del fuego responderá a la escena y tomará medidas inmediatas de contener y/o de extinguir el fuego.
  - (b) Cuanto antes, enviarán un oficial debido comisionado de la paz a la escena para investigar la naturaleza del fuego.
  - (c) Si, según la opinión del oficial en la escena, la meta de esta orden puede ser lograda informando al partido responsable sobre las prohibiciones establecidas por esta orden, el oficial puede, en su discreción, conformidad de la petición con ella. En tales casos, una entrada de esta notificación que contiene la fecha, la época y el lugar de la advertencia, junto con el nombre del partido que recibe la advertencia, serán remitidos a la oficina del juez del condado.
  - (d) De acuerdo con la sección 352.081 del código del gobierno local, una persona que viola con conocimiento o intencionalmente esta orden confía un delito menor de la clase C, castigable por una multa hasta \$500.
- (3) Esta orden no se aplica a las actividades ardientes al aire libre:
  - (a) relacionado con la salud pública y la seguridad para las cuales son autorizados por la Comisión de Tejas en la calidad ambiental:
    - (a) entrenamiento del bombero;
    - (b) utilidad pública, tubería del gas natural, u operaciones de explotación minera; o
    - (c) el plantar o el cosechar de las cosechas de la agricultura.
  - (b) eso es conducida por un encargado prescrito de la quemadura certificado bajo sección 153.048, código de los recursos naturales,

y resuelve los estándares de la sección 153.047, código de los recursos naturales.

- (c) eso implica el funcionamiento de **al aire libre** operaciones combustibles, incluyendo pero no limitadas a, soldadura al aire libre, corte u operaciones que muelen y operaciones de trabajos calientes al aire libre, por cualquier persona (i) si el mariscal del fuego del condado de Travis ha publicado un permiso para la soldadura o las operaciones de trabajos calientes de acuerdo con el fuego cifran o (ii) si las operaciones se realizan de acuerdo con los requisitos siguientes que crean un ambiente controlado y salvaguardias en cada día en que se realizan las operaciones:
- (a) Se están realizando las áreas donde el soldar con autógena, corte o las operaciones del operación que muelen o calientes de trabajos están libres de la vegetación por lo menos veinticinco pies en todas las direcciones;
  - (b) Las superficies alrededor de la soldadura o del área de trabajos caliente se mojan abajo;
  - (c) Se está realizando cada localización en donde el soldar con autógena, corte o las operaciones del operación que muelen o calientes de trabajos debe tener comunicaciones del teléfono portátil para la respuesta de la emergencia;
  - (d) Antes de comenzar cualesquiera operaciones, la persona que realiza la soldadura, el corte o moliendo las operaciones del operación o calientes de trabajos debe notificar el distrito local del cuerpo de bomberos o de los servicios de emergencia cuál sirve la localización en donde se planean la soldadura, el corte o las operaciones del operación que muelen o calientes de trabajos.
  - (e) Una persona dedicada del reloj del fuego atiende a cada soldador, cortador, amoladora, o trabajador que realiza operaciones de trabajos calientes o cualquier actividad que cause una chispa;
  - (f) En menos un (1) presión del agua el extintor por persona del reloj del fuego está situado a 10 pies de la localización donde soldando con autógena, corte o se están realizando las operaciones del operación que muelen o calientes de trabajos;
  - (G) No se permite ninguna soldadura, corte u operaciones del operación que muelen o calientes de trabajos el los días señalados como días amonestadores de la bandera roja por el servicio nacional del tiempo;
  - (h) Si toda la soldadura, corte y operaciones que muelen u operaciones de trabajos calientes se realizan solamente en una soldadura total o un recinto caliente de los trabajos, o una "caja de la soldadura" o una "caja caliente de los trabajos", que es suficientemente alta controlar chispas, incluyendo una cubierta retardataria del fuego sobre la tapa, se anima que se conformen con el ANUNCIO de los

requisitos inclusivo , si es factible y se apropian a las operaciones deben conformarse con los requisitos E, F, y G en esta lista y, y;

- (i) Si toda la soldadura, corte y operaciones que muelen u operaciones de trabajos calientes se realizan solamente en superficie inferior, o “agujero de la campana”, se anima a la soldadura y las operaciones que muelen o las operaciones de trabajos calientes dentro de excavaciones aprobadas, las operaciones deben conformarse con los requisitos E, F, y G en esta lista y que se conformen con el ANUNCIO de los requisitos inclusivo, si es factible y apropiado.

Sea también ORDENADO que es el propósito de esta orden la mitigación del peligro de seguridad público se presentó por los fuegos salvajes durante el actual secan el tiempo acortando la práctica de quemarse al aire libre, que el propósito debe considerado en cualquier acción de la aplicación basada sobre esta orden.

Esta orden que prohíbe quemarse al aire libre expirará el 18 de enero de 2012 o a partir de esa fecha hasta que una determinacion se hace por la Corte de comisionados de Travis, o por el mariscal de fuego del condado de Travis que las circunstancias presentes en unincorporated las áreas del condado de Travis crean no más un peligro de seguridad público que sería exacerbado por quemarse al aire libre, cualquiera ocurre anterior.

PIDIÓ ESTOS 20 DÍA DEL DICIEMBRE DE 2011.

COMISIONES CORTE DEL CONDADO DE TRAVIS

Por: \_\_\_\_\_  
Samuel T. Biscoe, juez del condado



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Elizabeth Corey (854-9853), Bonnie Floyd

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No. 7 to Contract No. 07T00155OJ, The Retirement Store, Consultant Services for the 457(b) Deferred Compensation Plan for Travis County.**

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

This contract is for professional services related to the 457(b) Deferred Compensation Plan and continuing review of its performance. The Commissioners Court approved the award of this contract on January 23, 2007.

This Modification No. 7 will extend the 457(b) Deferred Compensation Plan Consultant contract with The Retirement Store for an additional twelve months, from January 23, 2012 through January 22, 2013. The Consultant's continued services and expertise are essential to meet the County's fiduciary responsibilities as 457(b) Plan sponsor.

Modification No. 6 corrected the numbering of previous modifications to the contract. It was signed by the Purchasing Agent on November 30, 2011.

Modification No. 5 extended the contract for an additional twelve months, from January 23, 2011 through January 22, 2012, and added \$9,999.50 for the services provided during the contract term. It was approved on January 18, 2011.

Modification No. 4 extended the contract for an additional twelve months, from January 23, 2010 through January 22, 2011. It was approved by the Commissioners Court on January 19, 2010.

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

Modification No. 3 extended the contract for an additional twelve months, from January 23, 2009 through January 22, 2010. It was approved by the Commissioners Court on December 16, 2008.

Modification No. 2 added a scope of work and changed the contract amount. It was signed by the Purchasing Agent on April 22, 2008.

Modification No. 1 extended the contract for an additional twelve months, from January 23, 2008 through January 22, 2009. It was approved by the Commissioners Court on January 15, 2008.

The Deferred Compensation Oversight Committee will continue to require the Consultant's advice and expertise in this ever-evolving field of deferred compensation. The services will be billed monthly at the rate of \$175.00 per hour, not to exceed \$4,987.50 per year.

Ø **Contract Expenditures:** Within the last twelve months, \$0.00 has been spent against this contract.

Ø **Contract-Related Information:**

Award Amount: \$0

Contract Type: Term agreement

Contract Period: January 23, 2007 – January 22, 2008

Ø **Contract Modification Information:**

Modification Amount: \$4,999.50

Modification Type: Bilateral

Modification Period: January 23, 2012 – January 22, 2013

Ø **Solicitation-Related Information:** Not applicable

Ø **Special Contract Considerations:** Not applicable

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 547286

Funding Account(s): 001-1140-522-4007

Comments:



# HRMD

*Human Resources Management Department*

1010 Lavaca

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

November 9, 2011

TO: Elizabeth Corey, Purchasing Agent

FROM: Dan Mansour, Risk and Benefits Manager, HRMD *DGM*

SUBJECT: Contract 07T001550J

The Retirement Store Consultant Services –  
Deferred Compensation 457b Plan

We request that this vendor's contract be processed to extend the above contract for a twelve month period. The contract is funded from line item 001-1140-522-4007.

Consultant's continued services and expertise is essential to meet the County's fiduciary responsibilities as 457b Plan sponsor. The Deferred Compensation Committee, who has worked to review the plan and negotiate with the current administrator, will recommend to Commissioners Court that the Committee conduct ongoing review of the plan. The committee will require the consultant's advice and expertise in this ever evolving field of deferred compensation.

If you have any questions please call me at X49499.

Cc: Norman McRee, Financial Analyst Sr., Chair- Deferred Comp. Committee  
Diane Blankenship, Director, HRMD

**MODIFICATION OF CONTRACT NO: 07T001550J, Consultant - Deferred Compensation 457(b) Plan** **Page 1 of 1**

ISSUED BY: PURCHASING OFFICE 700 Lavaca, Suite 800 Austin, Texas 78701	PURCHASING AGENT ASST: <b>Elizabeth Corey</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>November 29, 2011</b>
ISSUED TO: The Retirement Store Attn: Mr. Al DiCristofaro 10305 Yucca Drive Austin, TX 78759	MODIFICATION NO.:  <b>7</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  January 23, 2007
ORIGINAL CONTRACT TERM DATES <u>January 23, 2007 – January 22, 2008</u>		CURRENT CONTRACT TERM DATES: <u>January 23, 2012 – January 22, 2013</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$ 25,000.00 (NTE)Current Modified Amount \$ 5,000.00 (NTE)

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

**Recitals**

On January 23, 2007, Commissioners Court entered into this contract for professional services related to the management of its 457 Plan and ordered it exempt from the County Purchasing Act as professional services. Initially this contract provided County the option to extend it for three additional one year periods. County now would like to extend this contract for additional one year periods.

**Agreement**

1.0 County hereby exercises its fifth option to extend this contract for one additional year. The fifth option commences January 23, 2012. During the fifth option year, the total compensation for the services and activities under this contract shall not exceed \$5,000 unless this contract is further amended. If County authorizes Contractor to perform services, Contractor shall perform the services described in this contract and its attachments.

**Note to Vendor:**

Complete and sign your portion of the signature block section below for all originals and return all signed originals to Travis County.

DO NOT execute and return to Travis County. Retain for your records.

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

PURCHASE REQUISITION NBR: 0000547286

REQUISITION BY: NORMAN MCREE 854-4821

STATUS: READY FOR BUYER PROCESS  
 REASON: DEFERRED COMP PLAN CONSULTANT CONTRACT RENEWAL

DATE: 11/30/11

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 123619 THE RETIREMENT STORE

DELIVER BY DATE: 11/30/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSULTANT WORK COMMODITY: CONSULTING SERVICES SUBCOMMOD: ADMINISTRATIVE	87.50	HR	57.1400	4999.75	
REQUISITION TOTAL:					4999.75	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00111405224007	PROFESSIONAL SERVICES CONSULTING	100.00	4999.75
				4999.75

REQUISITION IS IN THE CURRENT FISCAL YEAR.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Michael Long/854 4850;  
Marvin Brice/854 9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve twelve month extensions to 43 contracts with various contractors for social services, and authorize County Purchasing Agent to sign all extension modifications on the Court's behalf (see Attachment A for list of contracts).

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

Since 2007, Travis County Health and Human Services (HHS) has managed the County's social services investment. HHS has provided fiscal and programmatic oversight by completing on-site invoice verification monitoring visits as well as administering the Administrative and Fiscal Review process to all agencies funded.

Attachment A lists the 43 social services contracts for which renewals are requested. These contracts are held by 41 contractors. They provide a wide range of services to Travis County residents in need of assistance.

➤ **Contract-Related Information:**

Award Amount: See Attachment A

Contract Type: Professional Services

Contract Period: January 1, 2012 – December 31, 2012

➤ **Contract Modification Information:**

Modification Amount: See Attachment A

Modification Type: Bilateral

Modification Period: January 1, 2012 – December 31, 2012

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

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:**

- Award has been protested
- Award is not to the lowest bidder
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: See Attachment A
- Funding Account(s): Various
- Comments:



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming  
Executive Manager  
(512) 854-4100  
Fax (512) 854-4115**

**DATE:** December 2, 2011

**TO:** Members of the Commissioners Court

**FROM:**

*Sherri E. Fleming* by *[Signature]*  
Sherri E. Fleming, County Executive  
Travis County Health and Human Services and Veterans Service

**SUBJECT:** Acceptance of the Social Services Contracts for 2012

**Proposed Motion:**

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve contracts with social service agencies.

**Summary and Staff Recommendation:**

Travis County Health and Human Services and Veterans Service have directly managed the County's social services investments since calendar year 2007, providing fiscal and programmatic oversight. All contractors participated in County administered Administrative & Fiscal Reviews and all received annual on-site invoice verification monitoring visits.

The department is recommending the Court approve contracts with forty-one (41) social service vendors who provide a wide-range of services for a diverse population of Travis County residents in need of assistance.

**Budgetary and Fiscal Impact:**

Nine (9) months of funding (January – September 2012) is available in the FY 2012 budget. Funding for the October—December 2012 portion of the contracts will be included in the proposed budget for FY 2013. (See Attachment A)

Account # 001-5891-611-6294:	\$ 1,509,979
FY '12: January – September 2012:	\$ 1,132,484
FY '13: October – December 2012:	\$ 377,495
Account # 5868-6295; Communities in Schools:	\$ 494,949
FY '12: January – September 2012:	\$ 371,212
FY '13: October – December 2012:	\$ 123,737
Account # 001-5891-611-6290	\$ 3,384,324
FY '12: January – September 2012:	\$ 2,573,441
FY '13: October – December 2012:	\$ 810,883

**Issues and Opportunities:**

The following contractors have agreed to provide services to facilitate qualification of Travis County households for utility and weatherization assistance provided under grant contract(s) between Travis County and grantor(s) including the Texas Department of Housing and Community Affairs:

1. Meals on Wheels and More
2. Caritas of Austin
3. SafePlace (Travis County Domestic Violence and Sexual Assault Survival Center)
4. Any Baby Can
5. Community Partnership for the Homeless
6. Crime Prevention Institute
7. Family Eldercare
8. Foundation for the Homeless
9. Goodwill, Inc.
10. Salvation Army

Recently, the Court approved additional funds to three established contracts: Austin Children's Shelter received an additional \$4920, in **one-time money** to fund a Care Giver Position, bringing the 2012 total award to \$54,123. Capital IDEA received an additional \$99,787, in **on-going funds** to expand their Workforce Development Program, bringing the 2012 total award to \$800,000. Communities in Schools received an additional \$100,000, in **on-going funds** to expand their drop-out prevention services to two more sites, bringing the 2012 total award to \$494,949.

During 2011, several contractors experienced problems providing adequate supporting documentation for their Travis County billings. The following contractors will have special

conditions on their 2012 Travis County contracts requiring them to submit complete and accurate supporting documentation with each of their 2012 billings: Capital IDEA, Child Inc., Out Youth and American YouthWorks. HHS/VS staff has worked extensively with these agencies to address and correct their accounting and documentation issues.

The Crime Prevention Institute closed its doors at the end of September, 2011. The Austin Area Urban League (AAUL) has experienced staffing and documentation issues for several years, they are currently redesigning their workforce development services and trying to resolve their staffing issues. Caritas is planning to re-vamp their Best Single Source program to align with the service model approved by the City of Austin. Both the Austin Area Urban League and Caritas Best Single Source have agreed to accept funding, initially for the first quarter only. The remainder of the calendar year, contract amounts and service models are to be negotiated and approved prior to April 1, 2012, to avoid any interruption in Travis County funded services.

**Background:**

Travis County currently invests almost \$11 million in social services contracts. The attached list of contracts represents \$ 5,389,252 in contract awards.

Cc: Deborah Britton, Division Director, Community Services, TCHHS/VS  
Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Leroy Nellis Interim County Executive for Planning and Budget Office  
Diana Ramirez, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Mike Long, Assistant Purchasing Agent, Travis County Purchasing Office  
Kathleen Haas, Interim Financial Manager, TCHHS/VS  
Jim Lehrman, Division Director, Family Support Services, TCHHS/VS  
Blanca Leahy, Division Director, Research and Planning, TCHHS/VS  
Olie Pope, Veteran Services Officer, Veteran Services, TCHHS/VS  
Andrea Colunga-Bussey, Division Director, Office of Children's Services, TCHHS/VS

**CONTRACT YEAR 2011 - 2012 SOCIAL SERVICES CONTRACT FUNDING  
TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICE**

Social Service Agencies	Award Amount	One Time Funding	Ongoing	TOTAL	01/1/2012-09/30/2012	10/1/2012-12/21/2012	PO#	Contract #	Issue Area	Target Population*
AIDS Services of Austin: Food Bank, Non-Medical Case Management, MPowerment, VOICES	391,437			391,437	293,578	97,859	547197	PS090131RE	Public Health and Access to Healthcare	Adult
American YouthWorks: Parks	83,300			83,300	62,475	20,825	547198	PS090100RE	Workforce Development	YA
American YouthWorks: Workforce Development	66,145	135,847		201,992	185,456	16,536	547199	PS090099RE	Workforce Development	SA, YA
Any Baby Can of Austin, Inc.	179,538			179,538	134,654	44,884	547200	PS090101RE	Child and Youth Development	EC, SA, YA, Persons with Disabilities
Arc of the Capital Area, The	97,656			97,656	73,242	24,414	547201	PS090102RE	Supportive Services for Independent Living	SA, Adult, C/JJ, Persons with Disabilities
Austin Academy, The	43,609			43,609	32,707	10,902	547203	PS090103RE	Workforce Development	Adult
Austin Child Guidance Center	101,343			101,343	76,007	25,336	547204	PS090089RE	Behavioral Health	EC, SA
Austin Children's Shelter	49,203	4,920		54,123	41,822	12,301	547205	PS090090RE	Housing Continuum	EC, SA, YA, Victim
Austin Tenants' Council	24,848			24,848	18,636	6,212	547206	PS090105RE	Housing Continuum	Adult
Big Brothers Big Sisters of Central Texas, Inc.	62,257			62,257	46,693	15,564	547207	PS090106RE	Child and Youth Development	SA
Blackland Community Development Corporation	9,301			9,301	6,976	2,325	547208	PS090107RE	Housing Continuum	Homeless
BookSpring	13,126			13,126	9,845	3,281	547209	PS090108RE	Education	SA
Capital Area Counseling	17,174			17,174	12,881	4,293	547210	PS090109RE	Behavioral Health	All
Capital Area Food Bank of Texas, Inc.	57,766			57,766	43,325	14,441	547211	PS090091RE	Basic Needs	All
Capital IDEA	700,213		99,787	800,000	600,000	200,000	547218	PS090110RE	Workforce Development	Adult
Caritas of Austin: Basic Needs	127,980			127,980	95,985	31,995	547212	PS090093RE	Basic Needs	Homeless
CASA of Travis County	85,000			85,000	63,750	21,250	547214	PS090094RE	Legal Services	EC, SA, YA, Victim
Child Inc.	208,780			208,780	156,585	52,195	547215	PS090111RE	Child and Youth Development	EC

**CONTRACT YEAR 2011 - 2012 SOCIAL SERVICES CONTRACT FUNDING  
TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICE**

Communities in Schools of Central Texas	394,949		100,000	494,949	371,212	123,737	545506		PS090133RE	Behavioral Health	EC, SA, YA
Community Partnership for the Homeless (d.b.a. Green Doors): Supportive Housing Program	12,978			12,978	9,734	3,244	547220		PS090112RE	Housing Continuum	Homeless, Persons with Disabilities
Community Partnership for the Homeless (d.b.a. Green Doors): Veterans Transitional Rental Assistance Program	38,934			38,934	29,201	9,733	547219		PS090112RE	Housing Continuum	Homeless
Easter Seals of Central Texas: Developmental and Clinical Solutions	123,241			123,241	92,431	30,810	547222		PS090114RE	Supportive Services for Independent Living	Persons with Disabilities
Easter Seals of Central Texas: Employment Solutions	64,500			64,500	48,375	16,125	547221		PS090114RE	Supportive Services for Independent Living	Persons with Disabilities
Family ElderCare	32,415			32,415	24,311	8,104	547223		PS090115RE	Supportive Services for Independent Living	Elders, Persons with Disabilities (Adult)
Foundation for the Homeless, Inc.	13,310			13,310	9,983	3,327	547224		PS090116RE	Housing Continuum	Homeless
Goodwill Industries of Central Texas	137,439			137,439	103,079	34,360	547225		PS090117RE	Workforce Development	Adult
Greater Calvary Rites of Passage	31,482			31,482	23,612	7,870	547226		PS090118RE	Child and Youth Development	SA
Helping the Aging, Needy, and Disabled, Inc.	22,849			22,849	17,137	5,712	547227		PS090119RE	Supportive Services for Independent Living	Elders, Persons with Disabilities (Adult)
Immigration Counseling and Outreach Services	10,305			10,305	7,729	2,576	547228		PS090120RE	Legal Services	Immigrant
Meals on Wheels and More, Inc.: Meals on Wheels	115,026			115,026	86,270	28,756	547229		PS090095RE	Supportive Services for Independent Living	Elders, Persons with Disabilities
Meals on Wheels and More: Congregate Meal Program	81,981			81,981	61,486	20,495	547230		PS090095RE	Basic Needs	Elders
Out Youth	12,880			12,880	9,660	3,220	547231		PS090121RE	Behavioral Health	SA, YA
Planned Parenthood of Austin Family Planning, Inc.	29,601			29,601	22,201	7,400	547232		PS090122RE	Public Health and Access to Healthcare	SA, YA, Adult
River City Youth Foundation	45,083			45,083	33,812	11,271	547233		PS090123RE	Child and Youth Development	SA
Salvation Army, The	98,319			98,319	73,739	24,580	547234		PS090124RE	Housing Continuum	Homeless
Skillpoint Alliance	244,965			244,965	183,724	61,241	547236		PS090125RE	Workforce Development	SA, YA, Adult
Sustainable Food Center	19,321			19,321	14,491	4,830	547238		PS090096RE	Public Health and Access to Healthcare	All

**CONTRACT YEAR 2011 - 2012 SOCIAL SERVICES CONTRACT FUNDING  
TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICE**

Texas RioGrande Legal Aid, Inc.	173,675			173,675	130,256	43,419	547237		PS090126RE	Legal Services	All
Travis County Domestic Violence and Sexual Assault Survival Center (d.b.a. SafePlace)	184,964			184,964	138,723	46,241	547239		PS090097RE	Housing Continuum	Victim
Vaughn House, Inc.	47,229			47,229	35,422	11,807	547240		PS090127RE	Supportive Services for Independent Living	Persons with Disabilities
Workers Assistance Program, Inc.	43,503			43,503	32,627	10,876	547242		PS090128RE	Behavioral Health	SA
Workforce Solutions - Capital Area Workforce Board: Rapid Employment Model	244,275			244,275	183,206	61,069	547243		PS090128RE	Workforce Development	Adult
Wright House Wellness Center, Inc.	75,700			75,700	56,775	18,925	547244		PS090132RE	Public Health and Access to Healthcare	Adult
Young Women's Christian Association (YWCA) of Greater Austin	90,596			90,596	67,947	22,649	547245		PS090129RE	Behavioral Health	Adult
Youth and Family Alliance (d.b.a. LifeWorks): ABE and ESL	33,249			33,249	24,937	8,312	547247		PS090130RE	Education	Adult
Youth and Family Alliance (d.b.a. LifeWorks): Counseling	94,585			94,585	70,939	23,646	547248		PS090130RE	Behavioral Health	All
Youth and Family Alliance (d.b.a. LifeWorks): Housing	140,107			140,107	105,080	35,027	547250		PS090098RE	Housing Continuum	SA, YA
Youth and Family Alliance (d.b.a. LifeWorks): Youth Development	72,561			72,561	54,421	18,140	547249		PA090130RE	Child and Youth Development	SA, YA, Adult
<b>TOTAL</b>	<b>5,048,698</b>	<b>140,767</b>	<b>199,787</b>	<b>5,389,252</b>	<b>4,077,137</b>	<b>1,312,115</b>					

**\*Target Populations:**

EC = Early Childhood (0-5)  
 SA = Children of School Age (5-18)  
 YA = Young Adult (18-24)  
 Adult = 18 and older  
 Elders = 55 and older  
 C/JJ = Person Involved or Formerly Involved with the Criminal or Juvenile Justice System



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Elizabeth Corey (854-9853), Bonnie Floyd

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Approve Modification No. 14 to Contract No. 02T00005OJ,  
Administrative Services Agreement, with United HealthCare Services,  
Inc.**

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

The contract provides the group health benefit plans to Travis County employees, retirees and their dependents. The Commissioners Court approved the contract for the Group Health Benefits on September 25, 2001.

This Modification No. 14 corrects scrivener's errors in Modification No. 13. The Administrative Services Agreement requires us to provide access to networks and to network provider discounts. We are modifying many network provider agreements to include alternative payment methodologies, which may include various conditional payments, withholds, bonus payments, and incentives, if the network providers meet certain standards described in this modification.

Modification No. 13 extended the contract for twelve months, through September 30, 2012. It was approved by the Commissioners Court on September 27, 2011.

Modification No. 12 amended the Administrative Services Agreement to incorporate the agreement entitled "Early Retiree Reinsurance Program Data Release and Service Agreement for Self-Fund Plans." It was approved by the Commissioners Court on December 14, 2010.

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

Modification No. 11 extended the contract for twelve months, through September 30, 2011. It was approved by the Commissioners Court on September 28, 2010.

Modification No. 10 extended the contract for twelve months, through September 30, 2010. It was approved by the Commissioners Court on September 30, 2009.

Modification No. 9 extended the contract for twelve months, through September 30, 2009. It was approved by the Commissioners Court on September 30, 2008.

Modification No. 8 extended the contract for twelve months, through September 30, 2008. It was approved by the Commissioners Court on September 25, 2007.

Modification No. 7 extended the contract for twelve months, through September 30, 2007. It was approved by the Commissioners Court on September 12, 2006.

Modification No. 6 extended the contract for twelve months, through September 30, 2006. It was approved by the Commissioners Court on September 20, 2005.

Modification No. 5 amended the Administrative Services Agreement. It was approved by the Commissioners Court on April 19, 2005.

Modification No. 4 exercised the third option period to extend the contract for twelve months, through September 30, 2005. It was approved by the Commissioners Court on September 28, 2004.

Modification No. 3 exercised the second option period to extend the contract for twelve months, through September 30, 2004. It was approved by the Commissioners Court on September 23, 2003.

Modification No. 2 amended the Administrative Services Agreement to incorporate the Protected Health Information as defined under the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act. It was approved by the Commissioners Court on May 20, 2003.

Modification No. 1 exercised the first option period to extend the contract for twelve months, through September 30, 2003. It was approved by the Commissioners Court on September 24, 2002.

Ø **Contract Expenditures:** Within the last twelve months, \$5,104,192.52 has been spent against this contract.

Ø **Contract Modification Information:**

Modification Amount: Estimated Requirement

Modification Type: Bilateral

Modification Period: October 1, 2011 – September 30, 2012

Ø **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

526-1145-522-4708 (Admin. EPO)

526-1145-522-4709 (Admin. PPO)

526-1145-522-4716 (Admin. CEPO)

526-1145-522-4717 (Admin. Retiree)

Comments:

**MODIFICATION OF CONTRACT NUMBER: #02T00005OJ, Administrative Services** **PAGE 1 OF 7 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Oralia Jones</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED:  <b>November 16, 2011</b>
ISSUED TO: <b>United HealthCare Services, Inc.</b> <b>Attn: Cynthia Monarca</b> <b>185 Asylum Street</b> <b>Hartford, Connecticut 06103-3408</b>	MODIFICATION NO.:  <p style="text-align: center;"><b>14</b></p>	EXECUTED DATE OF ORIGINAL CONTRACT:  <p style="text-align: center;"><b>SEPTEMBER 11, 2001</b></p>
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2001-October 1-2002</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2009-October 1-2010</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$     N/A                          Current Modified Amount \$     N/A    

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

This amendment number fourteen to the Administrative Services Agreement is made by the following parties: United HealthCare Services, Inc., formerly known as United HealthCare Insurance Company, a Texas corporation ("Our", "Us", and "We" in this Amendment) and Travis County, Texas ("You" or "Your" in this Amendment").

**RECITALS**

You and we entered into a contract for administrative services for group employee benefits, such as self funded health coverage for county employees, retirees, and their dependents that began October 1, 2001.

**Section 14.5 Amendment** of the Administrative Services Agreement allows us and you to amend this agreement in writing signed by both of us.

We and You desire to correct scrivener's errors in Modification 13.

The Administrative Services Agreement provides that We will provide access to Networks and to Network Provider discounts, and We and You understand that these contracts with Network Providers may vary and be modified from time to time. We are modifying many Network Provider agreements to include alternative payment methodologies, which may include various conditional payments, withholds, bonus payments and incentives if the Network Provider meets certain standards described in this Modification ("Alternative Payment Methodologies"). In consideration of Your agreement to fund the Alternative Payment Methodologies associated with Your Plan, We will process Your claims using these payments

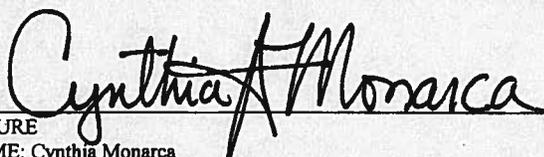
**AGREEMENT TO AMEND CONTRACT**

You and we agree to amend the Administrative Services Agreement as stated in the attached pages:

**1.0 CORRECTION OF SCRIVENERS' ERROR**

1.1 Pursuant to Section 14.5 Amendment of the Administrative Services Agreement, Attachment A to Modification 13 is deleted and the Attachment A to this Modification 14 is inserted in its place.

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

<b>United HealthCare Services, Inc.</b>   BY: _____ SIGNATURE PRINT NAME: Cynthia Monarca TITLE: Sr. Contract Account Administrator, ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER  DATE:  <p style="text-align: center; font-size: 1.2em;"><b>11-29-2011</b></p>
---	--

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

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

## 2.0 AMENDMENT OF SERVICES ON JANUARY 1, 2012 AND SUBSEQUENT YEARS

Pursuant to **Section 14.5 Amendment** of the Administrative Services Agreement, **Section 12.4 Managed Care Network Services** of the Administrative Services Agreement, is amended by adding the following at the end of **Section 12.4 Managed Care Network Services**:

**Value Based Contracting Program. Alternative Payment Methodologies.** Our contracts with some Network Providers may include withholds, incentives, and/or provide that a bonus is earned and conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with Our other policies or initiatives, or other clinical integration or practice transformation standards. You shall fund the Alternative Payment Methodologies due the Network Providers in compliance with the terms of Our Agreement as soon as practicable after We make the determination the Network Provider is entitled to receive the payment under the Network Provider's contract.

**Reporting.** As We build out Our reporting capabilities We shall provide You reports describing the amount of Alternative Payment Methodologies made on behalf of Your plan.

**Co-pay, Coinsurance and Deductibles.** Only the initial claims based reimbursement to Network Providers will be subject to the Participant's rendering of a copayment, coinsurance or deductible. Subsequent payment of a performance bonus or incentive under the Network Provider's contract, although attributable to the covered services rendered by the Network Provider during the measurement period, will generally not give rise to a second coinsurance obligation or deductible liability for the Participants who received the original covered services to which the bonus or incentive is attributed; instead, You will pay the Network Provider the full bonus amount attributable to Your Participants, without a reduction for copayments or deductibles. You also agree that Participants may not be responsible for making a copayment or coinsurance payment on a bonus or incentive payment, as noted above, and therefore there will be no impact from the payment of a performance bonus or incentive on the calculation of the Participant's progress toward satisfying their annual deductible amount for the Plan year in question.

## 3.0 INCORPORATION OF CONTRACT

3.1 You and we hereby incorporate this amendment into the Administrative Services Agreement as amended by Modifications One, Two, Three, Four, Five, Six, Seven, Eleven and Thirteen. You and we hereby ratify all of the terms and conditions of the Agreement as amended.

## 4.0 EFFECTIVE DATES

4.1 The changes stated in Section 1 of this Modification are effective October 1, 2011.

4.2 The changes stated in Section 2 of this Modification are effective January 1, 2012.

### ATTACHMENT A- PHARMACY PRICING AND GUARANTEES

The fees in this Attachment are for Pharmacy Services, and are in addition to fees specifically listed elsewhere in the Agreement. Except for the **Pharmacy Average Wholesale Price (AWP) Contract Rates**, all other fees in sections 2 and 3 of Modification 13 ("Service Fees") payable by You under this Agreement will be adjusted through a credit to your Service Fees in accordance with the guarantees below unless otherwise defined in the guarantee if we fail to pay You and will provide appropriate documentation about the calculation of the credit. These guarantees apply to pharmacy benefits and are effective for the period beginning October 1, 2011 and ending on October 1, 2012 (each twelve month period is a "Guarantee Period"). With respect to the aspects of our performance addressed in this Attachment, these fee adjustments are your exclusive financial remedies.

The guarantees will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date this Agreement is signed by both parties

We reserve the right from time to time to replace any report or change the format of any report referenced in these guarantees. In that event, the guarantees will be modified to the degree necessary to carry out the intent of the parties. We shall not be required to meet any of the guarantees provided for in this Agreement or amendments to it to the extent Our failure is due to Your actions or inactions or if We fail to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or Our required compliance with any law, regulation, or governmental agency mandate or anything beyond Our reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, We may specify to You in writing new guarantees for the subsequent Guarantee Period. If We specify new guarantees, We will also provide you with a new Attachment that will replace this Attachment for that subsequent Guarantee Period.

"Claim" is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format.

Retail Network		
<i>Discounts and Dispensing Fees</i> ⊕ Access to 62,000 pharmacies nationwide ⊕ Rates exclude compound and DMR claims ⊕ Aggregate average discount off AWP for MAC and non-MAC generics: 69%	Brand:	AWP -13.7% Post Rollback AWP -17.0% Equivalent Pre-Rollback \$1.50 Dispensing Fee
	Generic:	MAC \$1.50 Dispensing Fee

Mail Service		
<b>Discounts and Dispensing Fees</b> ⌘ Postage included ⌘ Based on an average days supply of 84 or greater for all claims with the exception of all specialty and certain non-specialty injectable drugs ⌘ Rates may vary for claims not covered under pharmacy benefit ⌘ Aggregate average discount off AWP for MAC & non-MAC generics: 71%	Brand:	AWP -22% Post Rollback AWP -25% Equivalent Pre-Rollback \$0.00 Dispensing Fee
	Generic:	MAC \$0.00 Dispensing Fee
Rebate Management		
⌘ Adoption of Our PDL, PDL management, and utilization management in conjunction with You ⌘ Collection and distribution of funds received ⌘ Rebate ineligible paid claims such as those from 340B pharmacies or entities eligible for federal supply schedule prices (e.g., Dept. of Veterans Affairs, US Public Health Service, Dept. of Defense) are excluded from rebate guarantees ⌘ Your Plan is accountable for at least half of the aggregate drug costs annually	Retail:	100% Pass Through
	Mail:	100% Pass Through
Standard Services		
⌘ <b>Dedicated Implementation and Client Management Team</b> ⌘ <b>Help Desks</b> – Toll-free access for members, physicians, and pharmacies ⌘ <b>DUR and System Edits</b> – Standard Concurrent DUR and flexible plan designs ⌘ <b>Real-Time Audit</b> – Filters 100% of claims before payment–outliers sent to audit team ⌘ <b>Safety Notifications for Providers and/or Members</b> (e.g., drug recalls)		\$0.81 per Paid Claim
Clinical Programs		
<b>Clinical Prior Authorization</b>		Included
⌘ Overrides requiring clinical intervention or evaluation		Included
<b>Physician Reviewed Prior Authorization</b>		Included
<b>Clinical Initiatives</b>		4 programs included, \$0.08 PMPM per additional program selected
⌘ Standard Targeted Disease Intervention Programs ⌘ Provider and Member Education Programs		
<b>Core Clinical Programs</b>		Included
⌘ Programs Include: DIAP, Geriatric Monitor, Narcotic, and PolyPharmacy		
<b>Health, Wellness, and Disease Education provided through website</b>		Included
<b>Customized Clinical Programs</b>		Quoted Separately Upon Request. Client claims data required for custom analysis and presentation
<b>Appeals Services for Prior Authorization</b>		Included
<b>Translation for Prior Authorization Appeals</b>		\$220 per Letter

Additional Services	
<i>Custom Programming/Report Generation Minimum \$500</i>	<b>\$150 per hour</b>
<b>E-Prescribing</b>	<b>\$0.18 per Eligibility Check</b>
<b>Non-Standard or Manual Eligibility Maintenance</b>	<b>\$1.50 per Member</b>
<i>Direct Member Reimbursement (DMR)</i> <b>Entered by Us, includes creation and mailing of letters for denied claims, in accordance with state or federal requirements.</b>	<b>\$4.50 per Claim plus postage</b>
<i>Appeals Services for DMR</i>	<b>Included</b>
<b>Translation for DMR Appeals</b>	<b>Included</b>
Pricing Terms	
<ul style="list-style-type: none"> <li>• Fees are adjusted annually based on CPI-U % change over the prior year. CPI-U is published by the US Department of Labor.</li> <li>• Generic rates exclude generic drugs during the exclusivity period as granted by the FDA, which is typically 180 days, or as authorized by the original patent holder.</li> <li>• Generic discounts exclude high cost generic drugs with a monthly cost of at least \$600.</li> <li>• Rebate guarantees and generic AWP discounts may be adjusted proportional to the impact of unexpected releases of generic products to market, or the withdrawal/recall of existing branded products.</li> <li>• Mail service rates exclude specialty and certain non-specialty injectable products.</li> <li>• "AWP" means and refers to the average wholesale price of medication, drugs or ancillary supplies, as applicable, as dispensed and as set forth in the latest edition of the Medi-Span Prescription Pricing Guide (with supplements) or any other nationally recognized pricing source mutually agreed upon by the parties (the "Pricing Source"). <ul style="list-style-type: none"> <li>(a) You acknowledge that We are entitled to rely on Medi-Span and the publisher of any mutually agreed upon pricing source to determine AWP for purposes of establishing the pricing provided to You under this Agreement. You further acknowledge that We do not establish AWP, and We have no liability to You arising from the use of the Medi-Span Pricing Guide or information received from any other pricing source that is mutually agreed upon in a written modification to this Agreement.</li> <li>(b) You further acknowledge that to account for the rollback of AWP implemented by Medi-Span on or after September 26, 2009 ("AWP Rollback"), We use the following AWP adjustment processes for all pricing based on AWP (including, without limitation, guarantees) that is provided to You under this Agreement: <ul style="list-style-type: none"> <li>(1) We shall adjust the Medi-Span AWP Pricing Information for each of the Affected National Drug Codes (NDCs) to reflect the markup factors utilized by Medi-Span immediately prior to the AWP Rollback. "Affected NDCs" means all NDCs with adjusted markup factors by the pricing source pursuant to the AWP Rollback. <ul style="list-style-type: none"> <li>(i) We adjust Affected NDCs with markup changes on or after September 26, 2009, to reflect the markup factors utilized by Medi-Span immediately prior to the AWP Rollback, and</li> <li>(ii) New NDCs with markup factors used by the pricing source are adjusted by Us to reflect a markup factor of 1.25. New NDCs means those NDCs first issued and listed on the Medi-Span AWP Pricing Information after the effective date of the AWP Rollback.</li> </ul> </li> <li>(2) We shall continue to adjust the AWP Pricing Information, as described in this section, until AWP is no longer published by Medi-Span.</li> <li>(3) If We decide to utilize a pricing benchmark other than AWP or We are required to do so because the Pricing Source discontinues publication of AWP and such change would materially affect Your economic benefit under this Agreement ("Material Pricing Change"), then We shall provide You with the modified pricing terms at least thirty (30) days before the effective date of that change. If We and You fail to mutually agree upon the modified pricing terms before the effective date of the Material Pricing Change, then Our proposed modified pricing terms go into effect until otherwise agreed. Additionally, if no agreement is reached concerning the Material Pricing Change, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.</li> </ul> </li> </ul> </li> </ul>	

Specialty Pharmacy	Rates
<b>Specialty Products including</b> ⌘ Ancillary supplies, needles, syringes, and sharps containers ⌘ Express overnight shipping	<b>See pricing schedule</b>
<b>Unmixed Chemotherapeutic Agents</b> ⌘ Shipped to physician's office or infusion clinic	<b>See pricing schedule</b>
<b>Chemotherapy Adjunctive Medications</b>	See pricing schedule
<b>Value-added services provided at no additional charge</b> ⌘ Care management: "High Touch" monitoring of patient response, side effects and disease progression ⌘ Clinical Management Programs to improve quality of care through education and communication for patients with Multiple Sclerosis, Hepatitis, or Rheumatoid Arthritis.	⌘ Patient Care Coordinators will proactively call members prior to each refill to help manage inventory of specialty products to ensure continuity of care ⌘ Member access to clinical pharmacists 24/7 ⌘ Provide access to patient advocate and assistance programs
Home Infusion Network/Access to Exclusive Drugs	Rates
Selection varies by geographic area (includes infusion services, specialty products and nursing)	<b>Rates vary per contract and may include dispensing or per diem fees. See pricing schedule</b>
Case Review	Rates
Authorization, Denial, Utilization and Case Management	\$55.00 per case
Physician Reviewed Prior Authorization	\$390.00 per case
Other	Rates
Standard Reports	Included
Online Reporting Tool	Included
Custom system or reporting configurations	\$150 per hour, as approved by Client
Implementation set up fees	Included
<b>Direct Member Reimbursement (DMR)</b> <b>Entered by Us, includes creation and mailing of letters for denied claims, in accordance with state or federal requirements.</b>	<b>\$4.50 per Claim plus postage</b>
Case Review Charges	
A client may choose to have all or some specialty products go through the case review process (recommended) and reviewed by a licensed clinical pharmacist. Authorization, Denial & Limited Case Management, \$55 per case. Services listed below are included.	
<b>Utilization Management</b> <ul style="list-style-type: none"> <li>▪ Specialty Product Authorization accepted by phone or fax</li> <li>▪ Verify eligibility of member</li> <li>▪ Review requests for any specialty product. If no guideline exists, utilize FDA indications as basis for review, and perform additional research for off label use requests if necessary</li> <li>▪ Request additional information, if needed</li> <li>▪ Guideline Criteria Met <input type="checkbox"/> Approve</li> <li>▪ Diagnosis does not match guideline diagnosis <input type="checkbox"/> Denial (Or convert to Non-FDA limited case management review)</li> <li>▪ Guideline Criteria not met <input type="checkbox"/> In depth review for off label use requires research and Medical Director consultation</li> <li>▪ Guideline Criteria not met <input type="checkbox"/> Redirect to other PO or specialty product when appropriate</li> <li>▪ State Regulation &amp; NCQA Denial Letters to be completed by Prescription Solutions (members and providers)</li> </ul>	

*Off label Use*

- At Direction of Client: Review medical necessity of off label use
- Medical Director review of submitted documentation (i.e. studies)
- External expert consultant if needed

**Case Management**

- Direct Case to appropriate delivery mechanism (i.e. home health vs. specialty product)
- Manage specialty product formulary when developed (i.e. direct to formulary Low Molecular Weight Heparin)
- Limited Case Management (i.e. proactive monitoring of EPO/ Neupogen lab parameters for re-auths)

**Reporting – Case Log**

- Drug, Date, Physician & Patient
- Decision
- Outcome notes (when applicable)

**Clinical Support**

- Guideline Development



## Human Resources Management Department

1010 Lavaca #200

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9626 / FAX(512) 854-3128

November 30, 2011

### MEMORANDUM

To: Elizabeth Corey, Purchasing Department

From: Dan Mansour Risk and Benefit Manager *DM*  
Cindy Purinton- Benefit Administrator

Department: Human Resources Management Department

Re: FY12 Benefit Plan Renewals- Modification 14

Contract #: 02T00005OJ- UHC Health Plan

Travis County HRMD is modifying the UHC contract to provide for a Value Based Contracting Program administered by UHC and to update the Pharmacy Pricing and Guarantees as a result of our change in Pharmacy Benefit Managers from Medco to Prescription Solutions October 1, 2011 and the implementation of the formulary effective January 1, 2012.

This modification will also correct a scrivener's error in section 14.5 in prior modification 13.

Funding Accounts are shown below

Administrative	526-1145-522-4708	EPO
	526-1145-522-4709	PPO
	526-1145-522-4716	CEPO
	526-1145-522-4717	Retiree
ERRP	526-1145-522-4708	ERRP req # 512081



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Michael Long/854 4850;  
Marvin Brice/854 9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve three month extensions to:

A. Contract No. PS090092RE, Caritas of Austin

B. Contract No. PS090104RE, Austin Area Urban League

for social services.

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

Since 2007, Travis County Health and Human Services (HHS) has managed the County's social services investment. HHS has provided fiscal and programmatic oversight by completing on-site invoice verification monitoring visits as well as administering the Administrative and Fiscal Review process to all agencies funded.

Caritas of Austin serves to provide basic needs services to establish housing stability and prevent homelessness in collaboration with numerous other area providers. Caritas of Austin is planning to re-vamp their Best Single Source program to align with the new service model approved by the City of Austin.

The Austin Area Urban League provides Work Force Development and career training services.

Health and Human Services Department recommends approval from the Court to approve both Caritas of Austin and Austin Area Urban League to provide the needed services for a diverse population of Travis County residents in need of assistance. The term of these contracts will start January 1, 2012 and go through March 31, 2012. The remainder of the

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

calendar year, contract amounts and service models to be negotiated and approved prior to April 1, 2012 to avoid any interruption of services.

Ø **Contract-Related Information:**

Award Amount: A. \$262,500

B. \$45,774

Contract Type: Professional Services

Contract Period: January 1, 2009 – December 31, 2009

Ø **Contract Modification Information:**

Modification Amount: A. \$65,625

B. \$11,400

Modification Type: Bilateral

Modification Period: January 1, 2012 – December 31, 2012

Ø **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Ø **Special Contract Considerations: N/A**

Award has been protested

Award is not to the lowest bidder

Comments:

Ø **Funding Information:**

Purchase Requisition in H.T.E.: A. 548463

B. 548461

Funding Account(s):

Comments:

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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming  
Executive Manager  
(512) 854-4100  
Fax (512) 854-4115**

**DATE:** December 2, 2011

**TO:** Members of the Commissioners Court

**FROM:** *Sherri E. Fleming by [Signature]*  
Sherri E. Fleming, County Executive  
Travis County Health and Human Services and Veterans Service

**SUBJECT:** Acceptance of Two First-Quarter Only Social Services Contracts for 2012

**Proposed Motion:**

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve First-Quarter Only contracts with two social service agencies: Austin Area Urban League and Caritas of Austin, Best Single Source.

**Summary and Staff Recommendation:**

The Austin Area Urban League contracts with Travis County to provide Work Force Development services. The Austin Area Urban League (AAUL) has experienced staffing and documentation issues for several years, they are currently redesigning their workforce development services and trying to resolve their staffing issues. This contract will continue with Special Conditions requiring them to submit supporting documentation with all their Travis County invoices.

Caritas of Austin contracts with Travis County to provide basic needs services, to establish housing stability and prevent homelessness in collaboration with numerous other area providers. Caritas of Austin is planning to re-vamp their Best Single Source program to align with the new service model approved by the City of Austin.

Both the Austin Area Urban League and Caritas Best Single Source have agreed to accept funding, initially for the first quarter only. The remainder of the calendar year, contract amounts and service models to be negotiated and approved prior to April 1, 2012, to avoid any interruption in Travis County funded services.

The department is recommending the Court approve First-Quarter Only contracts with these two (2) social service vendors who provide needed services for a diverse population of Travis County residents in need of assistance.

**Budgetary and Fiscal Impact:**

Account # 001-5891-611-6290	\$	77,069
FY '12: January – March 2012:		
Austin Area Urban League:	\$	11,444
Caritas of Austin, Best Single Source:	\$	65,625

The remainder of each contract's twelve month award is held in reserved pending negotiation and approval of the remaining nine-month service model and contract budget.

**Background:**

Travis County has contracted social services from Austin Area Urban League and Caritas of Austin for many years. HHS/VS staff will continue to work extensively with these agencies to ensure funded services address the needs of the community.

Cc: Deborah Britton, Division Director, Community Services, TCHHS/VS  
 Susan A. Spataro, CPA, CMA, Travis County Auditor  
 Jose Palacios, Chief Assistant County Auditor  
 Mary Etta Gerhardt, Assistant County Attorney  
 Leroy Nellis Interim County Executive for Planning and Budget Office  
 Diana Ramirez, Analyst, Planning and Budget Office  
 Cyd Grimes, C.P.M., Travis County Purchasing Agent  
 Mike Long, Assistant Purchasing Agent, Travis County Purchasing Office  
 Kathleen Haas, Interim Financial Manager, TCHHS/VS  
 Jim Lehrman, Division Director, Family Support Services, TCHHS/VS  
 Blanca Leahy, Division Director, Research and Planning, TCHHS/VS  
 Olie Pope, Veteran Services Officer, Veteran Services, TCHHS/VS  
 Andrea Colunga-Bussey, Division Director, Office of Children's Services, TCHHS/VS

**2012 INITIAL RENEWAL AND AMENDMENT OF CONTRACT BETWEEN  
TRAVIS COUNTY AND  
CARITAS OF AUSTIN**

**PARTIES**

This 2012 Initial Renewal and Amendment ("2012 Initial Renewal") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Caritas of Austin ("Contractor").

**RECITALS**

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract") the Initial Term of which began January 1, 2009, and terminated December 31, 2009 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

The Contract provides for renewal of the agreement and changes to the agreement by the written agreement signed by both Parties.

The Contract has been previously renewed for additional terms with the latest term beginning January 1, 2011, and ending December 31, 2011 ("2011 Term").

County and Contractor desire to renew the Contract for an additional term, beginning January 1, 2012, and ending March 31, 2012.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to renew the Contract as follows:

**1.0 GENERAL TERMS.**

1.1 **2012 Initial Renewal Term.** The Parties acknowledge and agree to renew the Contract for an additional term beginning January 1, 2012, and terminating March 31, 2012 ("2012 Initial Renewal Term").

**2.0 CONTRACTOR PERFORMANCE**

2.1 **Contractor Services.** During the 2012 Initial Renewal Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, services and activities in accordance with the terms and conditions stated in this Contract as renewed and amended herein.

**3.0 FINANCIAL PROVISIONS**

3.1 **Contract Funds.** Contract Funds Amount. The Parties agree to amend Section 3.1, "Contract Funds Amount," by adding the following:

3.1-2012 – 2012 Initial Renewal Term. Subject to the requirements of the Contract, as amended, in consideration of the full and satisfactory performance of the services and activities provided by Contractor under the terms of the Contract, as determined by County, County shall provide Contract Funds not to exceed the following amount during the 2012 Initial Renewal Term:

**\$ 65,625.00**

3.2 **Maximum Funds.** The Parties agree to amend Section 6.1, "Maximum Funds," by adding the following:

6.1-2012 – 2012 Initial Renewal Term. Subject to the requirements of this Contract, as amended, County shall provide Contract Funds not to exceed the following amount during the 2012 Initial Renewal Term:

**\$ 65,625.00**

3.3 **Fiscal Year Limitations on Funding.** The Parties agree to amend Section 6.2.2, "Fiscal Year Division," by adding the following:

6.2.2(a) and (b) -2012 – 2012 Initial Renewal Term. During the 2012 Initial Renewal Term, an amount equal to up to 100% of the funds set forth in Sections 3.1 and 3.2 are eligible for reimbursement under the terms of the Contract as amended herein.

All other provisions of Section 6.2.2 not specifically changed herein shall remain in full force and effect.

#### **4.0 ENTIRE AGREEMENT**

4.1 **Attachments.** The Parties agree to amend the Contract, as to the 2012 Initial Renewal Term, by adding the following:

- 4.1.1 2012 Initial Renewal Term Program Cover Page - Form # 2
- 4.1.2 2012 Initial Renewal Term Program Work Statement - Form # 3
- 4.1.3 2012 Initial Renewal Term Special Conditions (if applicable)
- 4.1.4 2012 Initial Renewal Term Program Budget - Form # 4
- 4.1.5 2012 Initial Renewal Term Program Budget Narrative - Form # 5
- 4.1.6 2012 Initial Renewal Term Total Program Staff Positions and Time - Form # 6
- 4.1.7 2012 Initial Renewal Term Total Program Funding Summary - Form # 7
- 4.1.8 2012 Initial Renewal Term Subcontracted Expense Form - Form # 8
- 4.1.9 2012 Initial Renewal Term Performance Report Definition Tool - Form # 9

The attachments listed in Section 4.1 above are included in this 2012 Initial Renewal as Exhibit 1, and are hereby made a part of the Contract, as amended, and constitute promised performance by Contractor in accordance with all terms of the Contract, as amended.

4.2 **Promised Performance.** The Parties agree that, of those Attachments listed in Section 4.1 above, only those required of by Department as specifically including changes from the 2011 Term will be attached to this 2012 Initial Renewal. IF any of the above Attachments (Sections 4.1.1 - 4.1.9) are not included in Exhibit 1 to this 2012 Initial Renewal, then the terms of the corresponding Attachment for the 2011 Term will apply. All other attachments and terms not specifically changed in this 2012 Initial Renewal remain in full force and effect for the 2012 Initial Renewal Term.

## 5.0 **OTHER PROVISIONS.**

5.1 **Insurance.** The Parties agree that the requirements for insurance for the 2012 Initial Renewal Term will continue as set forth in the Contract. Contractor agrees to provide current documentation of such insurance as required under the Contract.

5.2 **Limitations.** Unless otherwise specifically stated herein, the performance required under this 2012 Initial Renewal is performable only during the 2012 Initial Renewal Term, and performance requirements and payment shall not carry over from one contract term to another.

5.3 **Update.** Within fifteen (15) days of execution of this 2012 Initial Renewal, Contractor agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials and other information required under the Contract, including , but not limited to, the following:

- 5.3.1 Completed 2012 Ethics Affidavit
- 5.3.2 Proof of Insurance
- 5.3.3 Update of any policies and procedures
- 5.3.4 Updated W-9 Taxpayer Identification Form
- 5.3.5 Updated IRS 990 Form
- 5.3.6 Change of Identity Information (Name, Address, Etc.), where applicable

5.4 **Debarment, Suspension and Other Responsibility Matters.** By signing this 2012 Initial Renewal, Contractor certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Contract. In addition, Contractor agrees to include the provisions in Section 15.6 of the Contract, "Debarment, Suspension and Other Responsibility Matters," in any subcontract to this Contract that exceeds \$100,000.00.

5.5 **Certification and Warranty.** By signing this 2012 Initial Renewal, Contractor certifies and warrants that all certifications and warranties under the Contract continue to be in full force and effect. Contractor also acknowledges and agrees that it has read all terms and provisions of the Contract and understands and agrees that, to the extent not specifically changed by this 2012 Initial Renewal, those terms and conditions remain in full force and effect for the 2012 Initial Renewal Term.

5.6 **Forfeiture of Contract.** For the 2012 Initial Renewal Term, the provisions of the Contract relating to Forfeiture of Contract and the Key Contracting Person list will reference the 2012 Ethics Affidavit and Key Contracting Persons list set forth in Exhibit 2 of this 2012 Initial Renewal, to be completed by Contractor as a part of this 2012 Initial Renewal.

5.7 **Conflict of Interest Questionnaire.** For the 2012 Initial Renewal Term, the provisions of the Contract relating to the Conflict of Interest Questionnaire will reference the 2011 Conflict of Interest Questionnaire.

## 6.0 **INCORPORATION**

6.1 County and Contractor hereby incorporate the Contract into this 2012 Initial Renewal. Except for the changes made in this 2012 Initial Renewal, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract with the changes made in this 2012 Initial Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.

**7.0 EFFECTIVE DATE**

7.1 This 2012 Initial Renewal is effective January 1, 2012, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

**EXHIBIT 1**

- 2012 Initial Renewal Term Program Cover Page - Form # 2
- 2012 Initial Renewal Term Program Work Statement - Form # 3
- 2012 Initial Renewal Term Special Conditions (if applicable)
- 2012 Initial Renewal Term Program Budget - Form # 4
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- 2012 Initial Renewal Term Subcontracted Expense Form - Form # 8
- 2012 Initial Renewal Term Performance Report Definition Tool - Form # 9

**EXHIBIT 2**

**ETHICS AFFIDAVIT AND KEY CONTRACTING PERSONS**

**2012 INITIAL RENEWAL AND AMENDMENT OF CONTRACT BETWEEN  
TRAVIS COUNTY AND  
THE AUSTIN AREA URBAN LEAGUE**

**PARTIES**

This 2012 Initial Renewal and Amendment ("2012 Initial Renewal") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and The Austin Area Urban League ("Contractor").

**RECITALS**

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract") the Initial Term of which began January 1, 2009, and terminated December 31, 2009 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

The Contract provides for renewal of the agreement and changes to the agreement by the written agreement signed by both Parties.

The Contract has been previously renewed for additional terms with the latest term beginning January 1, 2011, and ending December 31, 2011 ("2011 Term").

County and Contractor desire to renew the Contract for an additional term, beginning January 1, 2012, and ending March 31, 2012.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to renew the Contract as follows:

**1.0 GENERAL TERMS.**

1.1 **2012 Initial Renewal Term.** The Parties acknowledge and agree to renew the Contract for an additional term beginning January 1, 2012, and terminating March 31, 2012 ("2012 Initial Renewal Term").

**2.0 CONTRACTOR PERFORMANCE**

2.1 **Contractor Services.** During the 2012 Initial Renewal Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, services and activities in accordance with the terms and conditions stated in this Contract as renewed and amended herein.

**3.0 FINANCIAL PROVISIONS**

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**\$ 11,444.00**

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6.2.2(a) and (b) -2012 – 2012 Initial Renewal Term. During the 2012 Initial Renewal Term, an amount equal to up to 100% of the funds set forth in Sections 3.1 and 3.2 are eligible for reimbursement under the terms of the Contract as amended herein.

All other provisions of Section 6.2.2 not specifically changed herein shall remain in full force and effect.

#### **4.0 ENTIRE AGREEMENT**

4.1 **Attachments.** The Parties agree to amend the Contract, as to the 2012 Initial Renewal Term, by adding the following:

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The attachments listed in Section 4.1 above are included in this 2012 Initial Renewal as Exhibit 1, and are hereby made a part of the Contract, as amended, and constitute promised performance by Contractor in accordance with all terms of the Contract, as amended.

4.2 **Promised Performance.** The Parties agree that, of those Attachments listed in Section 4.1 above, only those required of by Department as specifically including changes from the 2011 Term will be attached to this 2012 Initial Renewal. IF any of the above Attachments (Sections 4.1.1 - 4.1.9) are not included in Exhibit 1 to this 2012 Initial Renewal, then the terms of the corresponding Attachment for the 2011 Term will apply. All other attachments and terms not specifically changed in this 2012 Initial Renewal remain in full force and effect for the 2012 Initial Renewal Term.

## **5.0 OTHER PROVISIONS.**

5.1 **Insurance.** The Parties agree that the requirements for insurance for the 2012 Initial Renewal Term will continue as set forth in the Contract. Contractor agrees to provide current documentation of such insurance as required under the Contract.

5.2 **Limitations.** Unless otherwise specifically stated herein, the performance required under this 2012 Initial Renewal is performable only during the 2012 Initial Renewal Term, and performance requirements and payment shall not carry over from one contract term to another.

5.3 **Update.** Within fifteen (15) days of execution of this 2012 Initial Renewal, Contractor agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials and other information required under the Contract, including , but not limited to, the following:

- 5.3.1 Completed 2012 Ethics Affidavit
- 5.3.2 Proof of Insurance
- 5.3.3 Update of any policies and procedures
- 5.3.4 Updated W-9 Taxpayer Identification Form
- 5.3.5 Updated IRS 990 Form
- 5.3.6 Change of Identity Information (Name, Address, Etc.), where applicable

5.4 **Debarment, Suspension and Other Responsibility Matters.** By signing this 2012 Initial Renewal, Contractor certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Contract. In addition, Contractor agrees to include the provisions in Section 15.6 of the Contract, "Debarment, Suspension and Other Responsibility Matters," in any subcontract to this Contract that exceeds \$100,000.00.

5.5 **Certification and Warranty.** By signing this 2012 Initial Renewal, Contractor certifies and warrants that all certifications and warranties under the Contract continue to be in full force and effect. Contractor also acknowledges and agrees that it has read all terms and provisions of the Contract and understands and agrees that, to the extent not specifically changed by this 2012 Initial Renewal, those terms and conditions remain in full force and effect for the 2012 Initial Renewal Term.

5.6 **Forfeiture of Contract.** For the 2012 Initial Renewal Term, the provisions of the Contract relating to Forfeiture of Contract and the Key Contracting Person list will reference the 2012 Ethics Affidavit and Key Contracting Persons list set forth in Exhibit 2 of this 2012 Initial Renewal, to be completed by Contractor as a part of this 2012 Initial Renewal.

5.7 **Conflict of Interest Questionnaire.** For the 2012 Initial Renewal Term, the provisions of the Contract relating to the Conflict of Interest Questionnaire will reference the 2011 Conflict of Interest Questionnaire.

## **6.0 INCORPORATION**

6.1 County and Contractor hereby incorporate the Contract into this 2012 Initial Renewal. Except for the changes made in this 2012 Initial Renewal, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract with the changes made in this 2012 Initial Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.

**7.0 EFFECTIVE DATE**

7.1 This 2012 Initial Renewal is effective January 1, 2012, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

**EXHIBIT 1**

- 2012 Initial Renewal Term Program Cover Page - Form # 2
- 2012 Initial Renewal Term Program Work Statement - Form # 3
- 2012 Initial Renewal Term Special Conditions (if applicable)
- 2012 Initial Renewal Term Program Budget - Form # 4
- 2012 Initial Renewal Term Program Budget Narrative - Form # 5
- 2012 Initial Renewal Term Total Program Staff Positions and Time - Form # 6
- 2012 Initial Renewal Term Total Program Funding Summary - Form # 7
- 2012 Initial Renewal Term Subcontracted Expense Form - Form # 8
- 2012 Initial Renewal Term Performance Report Definition Tool - Form # 9

**EXHIBIT 2**

**ETHICS AFFIDAVIT AND KEY CONTRACTING PERSONS**

**TRAVIS COUNTY  
Purchase Requisition**

12/13/11  
14:33:44

Number . . . . . : 0000548461  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : READY FOR BUYER PROCESS  
 Reason . . . . . : FUNDING FIRST QTR OF FY2012 CONTRACT  
 By . . . . . : CAULA MCMARION 85444119  
 Date . . . . . : 12/13/11  
 Vendor . . . . . : 7301 AUSTIN AREA URBAN LEAGUE INC  
 Contract nbr . . . . . :  
 Ship to . . . . . : NS HUMAN SERVICES ADMIN SVCS  
 Deliver by date . . . . . : 12/13/11  
 Buyer . . . . . :  
 Fiscal year code . . . . . : C C=Current year, P=Previous year, F=Future year

**Type options, press Enter.**

**5=Display 8=Item extended description**

Opt Line#	Quantity	UOM	Description	
- 1	11444.00	DOL	WORKFORCE DEVELOPMENT	1/1/12 - 03/31/12

Total: 11444.00

**F9=Print**

**F3=Exit F7=Alternate view**  
**F10=Approval info F12=Cancel F20=Comments**

PI625I02

**TRAVIS COUNTY  
Purchase Requisition**

12/13/11  
14:34:03

Number . . . . . : 0000548463  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : AUDITOR APPROVAL  
 Reason . . . . . : FUNDING FIRST QTR OF FY2012 CONTRACT  
 By . . . . . : CAULA MCMARION 85444119  
 Date . . . . . : 12/13/11  
 Vendor . . . . . : 7335 CARITAS OF AUSTIN INC  
 Contract nbr . . . . . :  
 Ship to . . . . . : NS HUMAN SERVICES ADMIN SVCS  
 Deliver by date . . . . . : 12/13/11  
 Buyer . . . . . :  
 Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

**Type options, press Enter.**

**5=Display 8=Item extended description**

<b>Opt Line#</b>	<b>Quantity</b>	<b>UOM</b>	<b>Description</b>	<b>1/1/12 - 03/31/12</b>
1	65625.00		DOL HOUSING BEST SOURCE	

Total: 65625.00

**F9=Print**

**F3=Exit F7=Alternate view**  
**F10=Approval info F12=Cancel F20=Comments**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Shannon Pleasant CTPM / 854-1181;  
Marvin Brice CPPB / 854-9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Modification No. 8 to Interlocal No. IL060254RE, Human Resources Study, with the University of Texas at Austin

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

This Interlocal agreement with The University of Texas at Austin's Ray Marshall Center offers independent confirmation of the benefits Travis County creates through its investments in workforce development through eight agencies in the area.

This Modification No. 8 renews the agreement for an additional twelve-month period from January 1, 2012 through December 31, 2012. Contract funds are not to exceed \$43,400 for this renewal period.

The Parties agree to amend the Agreement as to the 2012 Renewal Term by adding the 2012 Renewal Term Amended Work Statement, Performance Measures and Program Budget.

This Modification No. 7 renewed the agreement for an additional twelve-month period from January 1, 2011 through December 31, 2011. Contract funds are not to exceed \$28,400 for this renewal period.

Modification No. 6 renewed the agreement for an additional twelve-month period, from January 1, 2010 through December 31, 2010. Funds for this period were not to exceed \$28,400.

Modification No. 5 increased the contract amount by \$10,000, from \$18,400 to \$28,400.

Modification No. 4 renewed the agreement for an additional twelve-month period, from January 1, 2009 through December 31, 2009. Contract funds were not to exceed \$18,400 for this renewal period.

Modification No. 3 renewed the agreement for an additional twelve-month period, from January 1, 2008 through December 31, 2008. Contract funds were not to exceed \$18,400 for this renewal period.

Modification No. 2 increased the contract by \$10,000, from \$8,400 to \$18,400. The additional funding supported more in-depth analysis of the impact of REM services, using a quasi-experimental approach comparing outcomes for program participants to comparable individuals who did not receive services.

Modification No. 1 renewed the agreement for an additional twelve-month period, from January 1, 2007 through December 31, 2007. Contract funds were not to exceed \$8,400.

Ø **Contract Expenditures:** Within the last 12 months \$12,780 has been spent against this contract.

Ø **Contract-Related Information:**

Award Amount: \$45,999

Contract Type: Interlocal Agreement

Contract Period: June 1, 2006 through December 31, 2006

Ø **Contract Modification Information:**

Modification Amount: \$43,400

Modification Type: Bilateral

Modification Period: January 1, 2012 through December 31, 2012

Ø **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Ø **Special Contract Considerations: N/A**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

Ø **Funding Information:**

- Purchase Requisition in H.T.E.: 548230
- Funding Account(s): 00158916116294
- Comments:

RECEIVED  
TRAVIS COUNTY  
2011 DEC -7 AM 8:44  
PURCHASING  
OFFICE



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

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

**Date:** December 6, 2011

**To:** Members of the Commissioners Court

**From:**

*Sherri E. Fleming*

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

**Subject:** UT Ray Marshall Center 2012 interlocal agreement

**Proposed Motion:**

Consider and take appropriate action to approve the 2012 renewal of the interlocal agreement for workforce development evaluation services with the University of Texas Ray Marshall Center for the Study of Human Resources.

**Summary and Staff Recommendations:**

The 2012 contract will continue the work the Ray Marshall Center (RMC) started in 2006. This work offers independent confirmation of the benefits Travis County creates through its investments in workforce development. RMC strives to evaluate the impact of the following county-funded efforts:

- The Rapid Employment Model project at Workforce Solutions;
- American Youthworks;
- Austin Academy;
- Austin Area Urban League;
- Capital IDEA;
- Gateway Programs at Skillpoint Alliance;
- Goodwill Industries; and

- BiGAUSTIN – Prison Entrepreneurship Program.

Across all of these services, RMC has utilized federal unemployment insurance (UI) data to track employment, earnings, qualification for UI benefits and filing of UI claims for all participants. RMC provides:

- An outcome study that compares participant status across these four dimensions before and after services;
- An impact study that utilizes a quasi-experimental model to compare outcomes for county-funded participants to those of a comparison group of non-participants; and,
- A Return on Investment study to quantify the financial benefit our community gains from these investments.

During this contract year, we will also investigate the possibility of including ex-offenders served in the County's Offender WFD program (Criminal Justice Planning) in a parallel process to use similar methods to test employment outcomes.

TCHHSVS staff recommends approving this renewal.

**Budgetary and Fiscal Impact:**

The 2012 contract is for \$43,400. The contract follows the calendar year.

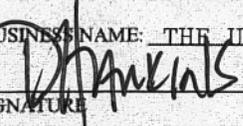
**Issues and Opportunities:**

This evaluation partnership provides valuable insight into the effectiveness and impact of our investments in workforce development. County staff continues to use the findings of this evaluation to inform both new investments and continuous improvement of existing investments. Through our work with the RMC, we also gain access to a broader library of research and expertise to inform continued improvements to our community's workforce development system.

**Background:**

This evaluation is conducted with the cooperation of each of the above listed agencies in addition to Travis County and RMC staff.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Mike Crawford, Senior Financial Analyst, Travis County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Leroy Nellis, Acting County Executive, Planning and Budget Office  
Diana Ramirez, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent

MODIFICATION OF CONTRACT NUMBER: <u>IL060254RE</u> -Human Resources Study PAGE 1 OF 8 PAGES		
ISSUED BY: PURCHASING OFFICE 700 Lavaca, Suite 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Shannon Pleasant</b> TEL NO: (512) 854-1181 FAX NO: (512) 854.9185	DATE PREPARED: <b>November 21, 2011</b>
ISSUED TO: <b>The University of Texas at Austin Office of Sponsored Projects North Office Bldg. Suite 4.300 101 27<sup>th</sup> Street Austin, Texas 78712</b>	MODIFICATION NO.: <b>8</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>June 1, 2006</b>
ORIGINAL CONTRACT TERM DATES: <u>June 1, 2006-December 31, 2006</u>		CURRENT CONTRACT TERM DATES: <u>January 31, 2011-December 31, 2011</u>
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: <u>\$45,999.00</u> Current Modified Amount: <u>\$43,400.00</u>		
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.		
The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:		
<ol style="list-style-type: none"> <li>Contract is renewed for an additional twelve month period from January 1, 2012 through December 31, 2012.</li> <li>Contract funds for this renewal period shall not exceed \$43,400.00.</li> <li>The Parties agree to amend the Agreement as to the 2012 Renewal Term by adding the "2012 Renewal Term Amended Work Statement, Performance Measures and Program Budget," attached to this 2012 Renewal as Exhibit 1.</li> </ol>		
<b>Note to Vendor/City:</b> <input checked="" type="checkbox"/> Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County. <input type="checkbox"/> DO NOT execute and return to Travis County. Retain for your records.		
LEGAL BUSINESS NAME: <u>THE UNIVERSITY OF TEXAS AT AUSTIN</u>	<input type="checkbox"/> DBA	
BY: <u></u> SIGNATURE	<input type="checkbox"/> CORPORATION	
BY: <u>David Hawkins</u> PRINT NAME	<input type="checkbox"/> OTHER	DATE:
TITLE: <u>Office of Sponsored Projects</u> ITS DULY AUTHORIZED AGENT		<u>12.01.2011</u>
TRAVIS COUNTY, TEXAS		DATE:
BY: <u></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT		
TRAVIS COUNTY, TEXAS		DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE		

**2012 RENEWAL AND AMENDMENT #8 OF INTERLOCAL AGREEMENT (IL060254RE)**  
**BETWEEN TRAVIS COUNTY AND**  
**THE UNIVERSITY OF TEXAS AT AUSTIN -**  
**RAY MARSHALL CENTER FOR THE STUDY OF HUMAN RESOURCES**  
**(2012 Renewal Term)**

This Renewal and Amendment of Interlocal Agreement IL060254RE ("2012 Renewal") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and the University of Texas at Austin - Ray Marshall Center for the Study of Human Resources ("Contractor").

**RECITALS**

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Agreement") the Initial Term of which began June 1, 2006, and terminated December 31, 2006 ("Initial Agreement Term").

Under the Agreement, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and/or for public health education and information, in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provides for renewal and amendment of the agreement by the written agreement of the Parties.

By written agreement pursuant to the terms of the Agreement, the Parties have previously amended and renewed the Agreement for additional terms, with the current term continuing through December 31, 2011.

The Parties desire to renew the Agreement for an additional one-year term, and to make certain additional changes to the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to renew and amend the Agreement as follows:

**1.0 2012 RENEWAL TERM**

1.1 **2012 Renewal Term.** Pursuant to Section 2.2, "Renewal Term," the Parties hereby agree to renew the Agreement for an additional one-year term beginning January 1, 2012, and continuing through December 31, 2012 ("2012 Renewal Term").

1.2 **2012 Renewal Term Contractor Services.** In accordance with Section 11.1.1, "County's Satisfaction," during the 2012 Renewal Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, services and activities in accordance with the terms and conditions stated in this Agreement as renewed and amended in this 2012 Renewal.

**2.0 2012 RENEWAL TERM AGREEMENT FUNDS**

2.1 **Maximum Funds.** The Parties hereby agree to amend Section 13.1, "Maximum Funds," to show that the maximum funds provided by County for the 2012 Renewal Term under the terms of this 2012 Renewal will be an amount not to exceed the following:

**\$ 43,400.00**

2.2 **2012 Renewal Term Fiscal Year Limitations on Funding.** The Parties agree to amend Section 13.1.2(a) by adding the following:

13.1.2(a)-12 During the 2012 Renewal Term, the fiscal year limitations under 13.1.2(a) shall be:

(i) January 1, 2012 - September 30, 2012:

**\$ 32,550.00** (75% of Agreement Funds Total)

(ii) October 1, 2012 - December 31, 2012

**\$ 10,850.00** (25% of Agreement Funds Total)

for a TOTAL AGREEMENT AMOUNT: **\$43,400.00**

All applicable provisions of the Agreement, as amended, shall be amended to reflect the amounts shown in the above Section 2.2 as to the 2012 Renewal Term. All provisions of Section 13.1.2(a) not related to the amounts will remain in full force and effect as to the 2012 Renewal Term.

### 3.0 **ENTIRE AGREEMENT**

3.1 **Attachments.** The Parties agree to amend the Agreement as to the 2012 Renewal Term by adding the "2012 Renewal Term Amended Work Statement, Performance Measures and Program Budget," attached to this 2012 Renewal as Exhibit 1 and hereby made a part of the Agreement, as amended, constituting promised performance by Contractor in accordance with all terms of the Agreement, as amended.

### 4.0 **OTHER PROVISIONS**

4.1 **Insurance.** The Parties agree that the requirements for insurance for the 2012 Renewal Term will continue as set forth in the Agreement, as amended. Contractor agrees to provide current documentation of such insurance as required under the Agreement.

4.2 **Limitations.** Unless otherwise specifically stated herein, the performance required under this 2012 Renewal is performable only during the 2012 Renewal Term, and performance requirements and payment shall not carry over from one Agreement term to another.

4.3 **Update.** Within thirty (30) days of execution of this 2012 Renewal, Contractor agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials and other information required under the Agreement, including , but not limited to, the following:

- 4.3.1 Update of any policies and procedures
- 4.3.2 Updated W-9 Taxpayer Identification Form
- 4.3.3 Change of Identity Information (Name, Address, Etc.), where applicable

4.4 **Debarment, Suspension and Other Responsibility Matters.** Contractor, by signing this 2012 Renewal, hereby certifies and represents that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) have not within a three year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Section 4.4, Contractor shall provide a written explanation of such inability prior to the effective date of this Agreement for County's consideration and evaluation with the understanding that such may result in termination of this Agreement by County.

4.5 **Certification and Representations.** By signing this 2012 Renewal, Contractor certifies and represents that all certifications and representations under the Agreement continue to be in full force and effect. Contractor also acknowledges and agrees that it has read all terms and provisions of the Agreement and understands and agrees that, to the extent not specifically changed by this 2012 Renewal, those terms and conditions remain in full force and effect for the 2012 Renewal Term.

4.6 **Conflict of Interest Questionnaire.** Required updating of the Conflict of Interest Questionnaire shall remain in force as applicable.

## 5.0 **INCORPORATION**

5.1 County and Contractor hereby incorporate the Agreement into this 2012 Renewal. Except for the changes made in this 2012 Renewal, County and Contractor hereby ratify all the terms and conditions of the Agreement as amended herein. The Agreement, with the changes made in this 2012 Renewal, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

## 7.0 **EFFECTIVE DATE**

7.1 This 2012 Renewal is effective January 1, 2012, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

**2012 RENEWAL TERM**  
**WORK STATEMENT, PERFORMANCE MEASURES AND BUDGET**

**Travis County ("County") and The University of Texas at Austin -  
Ray Marshall Center for the Study of Human Resources ("Center")**

**I. PURPOSE**

**A. General Purpose.** Center will provide consulting and evaluation services under the terms of this Agreement to evaluate the impact of local investments in workforce development.

**B. Approach.** In order to accomplish the Purpose of this Agreement, Center will conduct an outcomes and impact evaluation of selected workforce development services funded by Travis County.

**II. OVERVIEW OF EVALUATION.** Activities which will be conducted by Center include the following:

**A. Rapid Employment Model/Gainful Employment Model.**

1. **General Description.** An outcome and impact evaluation of the Rapid Employment Model/Gainful Employment Model Project ("Project") that was initiated by Travis County as a collaborative effort of the County and *Workforce Solutions* – Capital Area Workforce Board to decrease the amount of time an individual is out of work.

(a) **Key Evaluation Questions.** Key evaluation questions include:

- How effective is the model as measured by:
  - reduced time unemployed,
  - reduced unemployment insurance payments,
  - increased eligibility for UI benefits,
  - employment retention, and
  - increased earnings?
  
- How do key participant outcomes compare to those for similar, nonparticipating individuals?
  
- Which services are most effective and why?
  
- What changes can be made to services/treatments to improve outcomes for participants?

(b) **Outcome Evaluation:** Center will document Project results in terms of the number of clients completing training, number placed in employment, wages earned and other outputs/outcomes that can be determined largely through linked administrative data.

(c) **Impact Evaluation.** As feasible, Center evaluators will use a quasi-experimental design to match REM clients with similar individuals receiving other workforce services available in the region. By comparing the employment outcomes and receipt of UI and public benefits between participants and non-participants, evaluators will estimate the impacts of REM. In addition, evaluators will compare outcomes for REM participants in different occupational training programs to determine which may have been more effective at connecting participants to employment.

(d) Information. Information for this outcome evaluation on REM participants in 2006 through 2011 will come from:

- Administrative database maintained by each Provider
- The Texas Workforce Information System of Texas ("TWIST")
- Unemployment Insurance ("UI") wage records
- Unemployment Insurance ("UI") claim records
- Other sources, such as TANF and Food Stamp records

**B. Other Workforce Development Services.**

1. Outcome Evaluation: Center also will replicate the approach described above in part II.A.1. (b) to evaluate outcomes of other workforce development services purchased by Travis County, including:

- a. Austin Academy
- b. Austin Area Urban League
- c. American YouthWorks
- d. Capital IDEA
- e. Goodwill Industries of Central Texas – Ready to Work
- f. Skillpoint Alliance – Construction Gateway
- g. BiGAUSTIN – Prison Entrepreneurship Program.

2. Impact Evaluation: As feasible, the impact analysis component will employ a quasi-experimental design, similar to that described in Part II.A.1.(c).

**C. Other Activities**

1. Center researchers also will explore the feasibility and cost of alternative approaches for measuring employment and earnings for self-employed individuals.
2. Center researchers will continue to explore measurement and other issues involved with adding a return-on-investment (ROI) analysis component to the existing impact evaluations of REM and other workforce development services.
3. Center staff will work with County staff to investigate the feasibility of and, if deemed feasible, conduct a parallel evaluation of the experience of job seekers served through the County's Offender Workforce Development Program (operated by Travis County Criminal Justice Planning)

**III. TASKS AND TIMELINES. Additional tasks and applicable timelines are as follows:**

**A. Finalization.** Center will finalize the Project work plan and timeline, which includes any changes to the following:

1. Report templates and the analysis plan with the approval of County.
2. Definitions of outcome measures with the approval of County.
4. Protocols for the collection and transmittal of data.

**B. Data.** For relevant data, Center will:

1. Establish and maintain data linkages with state and other administrative databases to track participants and create comparison group(s);
2. Collect data and prepare research files for analysis; and
3. Analyze data collected.

**C. Draft Report.** Center will:

1. Prepare the draft evaluation report; and
2. Submit the draft to County for review and comment.

**D. Briefing.** Center will brief County and service providers on evaluation findings and recommendations.

**E. Final Report.** Center will prepare and disseminate the final evaluation report incorporating comments as necessary and appropriate as determined by County.

**IV. DELIVERABLES.** Center will provide the following deliverables by the due dates indicated below. (These dates are estimates and may be affected by delays in getting access to certain data and other unforeseen events.)

<u>Deliverables</u>	<u>Date</u>
Expanded Work Plan	March 2012
Preliminary Findings / Draft report	October 2012
Final Evaluation Report	December 2012
Provider and Funder Briefing	December 2012

**V. BUDGET****A. Direct Costs**

Salaries	\$ 26,616
Fringe @ 24%	6,388
Data Purchases*	1,750
Direct Research Expenses**	1,985
Computer Purchase	1,000
<b>Total Direct Costs</b>	<b>\$37,739</b>

\***Data Purchases** include cost to access and obtain Unemployment Insurance wage and claim records from TWC for tracking of employment, retention, earnings and benefit receipt of program clients.

\*\***Direct Research Expenses:** The Ray Marshall Center uses a formula based on historical averages to estimate telephone charges, postage and mailing, copying and printing for data analysis, reporting and dissemination, computer peripherals and equipment, and supplies directly related this project.

**B. Indirect Costs**

Indirect Costs @ 15%	\$5,661
----------------------	---------

<b><u>AGREEMENT TOTAL:</u></b>	<b><u>\$43,400</u></b>
--------------------------------	------------------------

**C. Payment Schedule**

Payments will be made based upon receipt of deliverables by County as follows:

<u>Deliverable</u>	<u>% of Total</u>	<u>Cost</u>	<u>Indirect Cost</u>
Work Plan	25%	\$9,434.75	\$1,415.25
Preliminary Findings /			
Draft report	25%	\$9,434.75	\$1,415.25
Final Report	25%	\$9,434.75	\$1,415.25
Provider & Funder Briefing	25%	\$9,434.75	\$1,415.25
<b>TOTAL:</b>	<b>100%</b>	<b>\$37,739.00</b>	<b>\$5,661.00</b>

PI620U02

TRAVIS COUNTY

12/13/11

Requisition number: 0000548230 Buyer Processing

09:05:58

Type information, press Enter.

Type (F4) . . . . . 1 PURCHASE REQUISITION

Reason . . . . . FUNDING FY2012 CONTRACT

Requested By . . . . . CAULA MCMARION 44119 Entered By: MCMARIC

Date . . . . . 120911

Vendor#/name (F4) . . . . . 66819 THE UNIVERSITY OF TEXAS AT AUS

Search type . . . . . B=Begins with, C=Contains

Buyer (F4). . . . . SH SHANNON PLEASANT

Contract nbr (F4) . . . . .

Ship to (F4) . . . . . NS HUMAN SERVICES ADMIN SVCS

Deliver by date . . . . . 120911

Fiscal year code . . . . . C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

1=Select for P.O. 2=Change 4=Delete 8=Extended description 9=Quotes

Opt Line#	Quantity	UOM	Description
1	32550.00	DOL	STUDY OF HUMAN RESOURCES 1/1/11 - 9/30/11
			FUNDING 75% OF FY2012 CONTRACT
			1/1/12 - 9/30/12 = \$32,500.00

Total: 32550.00

F3=Exit

F4=Prompt

F7=Alternate view

F8=Req quotes

F9=Generate P.O.

F12=Cancel

F24=More keys



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By:** Don Perryman **Phone #:** 974-2786

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

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

**Sponsoring Court Member:** Commissioner Eckhardt, Precinct Two

**AGENDA LANGUAGE:** Consider and take appropriate action on a plat for recording: Steiner Ranch Phase 1, Section 10-D, Resubdivision of Lots 303-315 and Lots 324-339 (Resubdivision final plat - 34 total lots (33 single-family lots and 1 greenbelt lot) - 15.17 acres - Shoreview Overlook Drive) in Precinct Two.

**BACKGROUND/SUMMARY OF REQUEST:**

The applicant is requesting to resubdivide 25 existing single-family lots into smaller lots, increasing the total number of lots in this section from 25 lots to 34 lots. Water and wastewater service to be provided by Water Control Improvement District #17.

**STAFF RECOMMENDATIONS:**

The City of Austin Zoning and Platting Commission approved this resubdivision final plat on November 1, 2011. As the application meets all Title 30 requirements, the Single Office staff recommends approval of the plat.

**ISSUES AND OPPORTUNITIES:**

There have been numerous contacts from adjoining neighbors who oppose the increase in density from the resubdivision of the lots; their comments were provided with the original agenda request to set the public hearing date. In addition, several neighbors showed up to speak at the City of Austin Zoning and Platting Commission hearing; however, the plat had already been approved earlier in the evening and the Commission declined to re-open the public hearing.

As part of the requirements for a plat resubdivision, a notice of public hearing sign was placed on the subject property announcing the date, time, and location of the public hearing (see attached photo and affidavit).

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

Precinct map

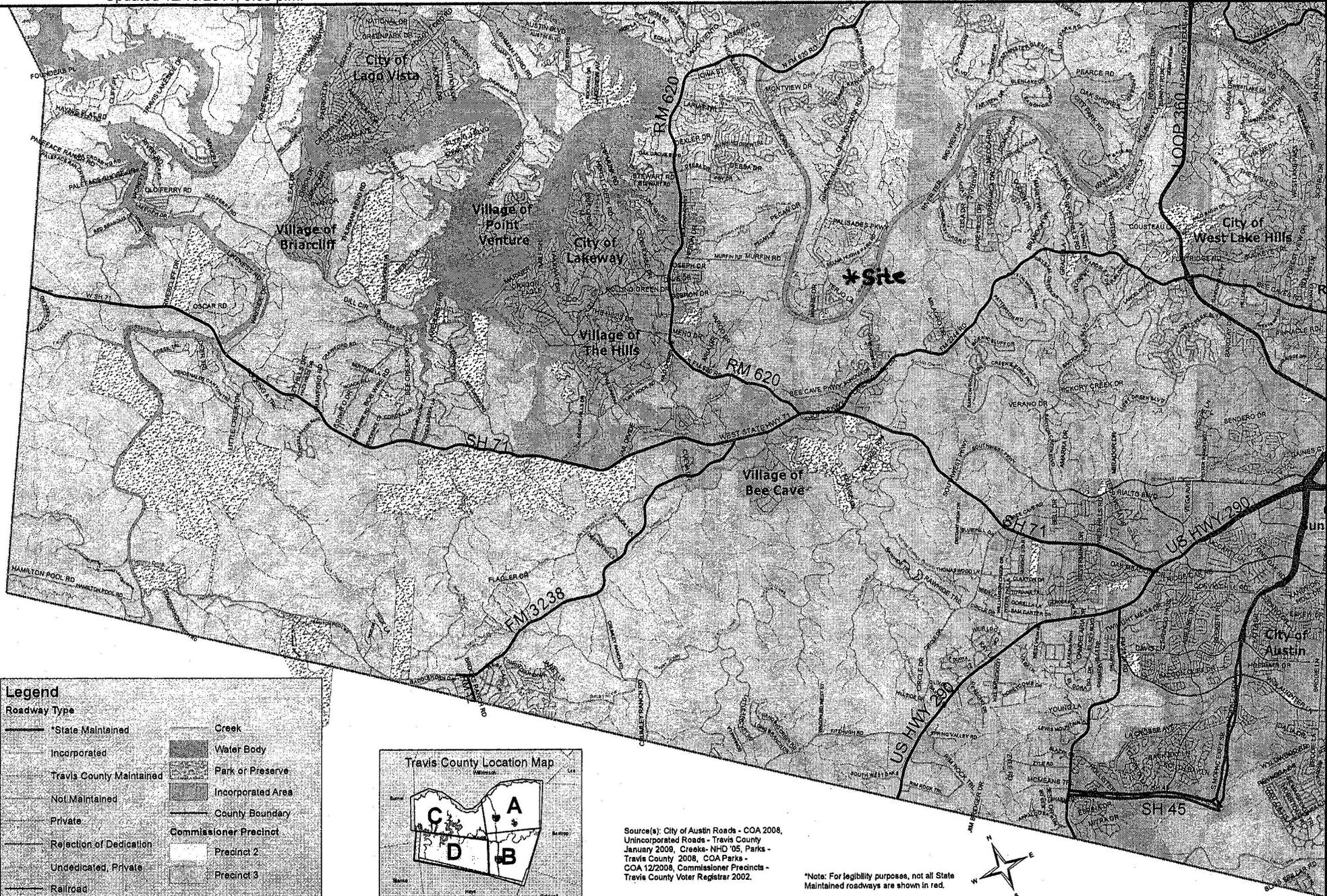
- Location map
- Original final plat
- Proposed final plat
- Photograph of public notice sign
- Affidavit of sign posting

**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**SM:AB:dp**  
**1101 - Development Services -**

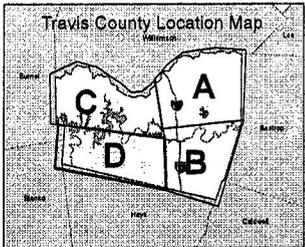


**Legend**

**Roadway Type**

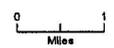
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad

- Creek
- Water Body
- Park or Preserve
- Incorporated Area
- County Boundary
- Commissioner Precinct
- Precinct 2
- Precinct 3



Source(s): City of Austin Roads - COA 2008, Unincorporated Roads - Travis County January 2009, Creeks - NHD 105, Parks - Travis County 2008, COA Parks - COA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.

\*Note: For legibility purposes, not all State Maintained roadways are shown in red.



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 1/7/2009 <http://www.co.travis.tx.us/maps>

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

# Travis County Roadways, Map D

# LOCATION MAP



 Subject Tract Steiner Ranch Phase 1, Section 10D; Resubdivision

 Base Map

C&J-2011-0081.0A  
University Club Drive  
Don Perryman

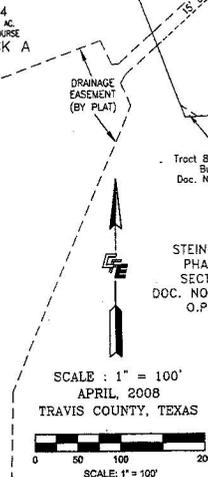


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by the Planning and Development Review Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

**LEGEND:**

- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- ✱ COTTON SPINDLE SET
- ✱ COTTON SPINDLE FOUND
- ⊠ CONCRETE MONUMENT SET
- △ MAG NAIL SET
- ✕ "X" FOUND/SET IN ROCK
- P.U.E. PUBLIC UTILITY ESM'T.
- D.E. DRAINAGE ESM'T.
- W.W.E. WASTEWATER EASEMENT
- B.L. BUILDING LINE
- ..... SIDEWALK LOCATION
- WATER QUALITY TRANSITION ZONE
- CRITICAL WATER QUALITY ZONE
- 100 YR. FLOOD LINE
- PRESERVE LINE AND CEF OFFSET LINE



W.B. ROYAL SURVEY NO. 75, AB-666

414 261.99 AC. GOLF COURSE BLOCK A

Tract 9 - 0.13 Acres Buffer Esm't. Doc. No. 2004163008 O.P.R.T.C.T.

Tract 8 - 0.002 Acres Buffer Esm't. Doc. No. 2004163008

STEINER RANCH PHASE ONE, SECTION 10A Doc. No. 200300065 O.P.R.T.C.T.

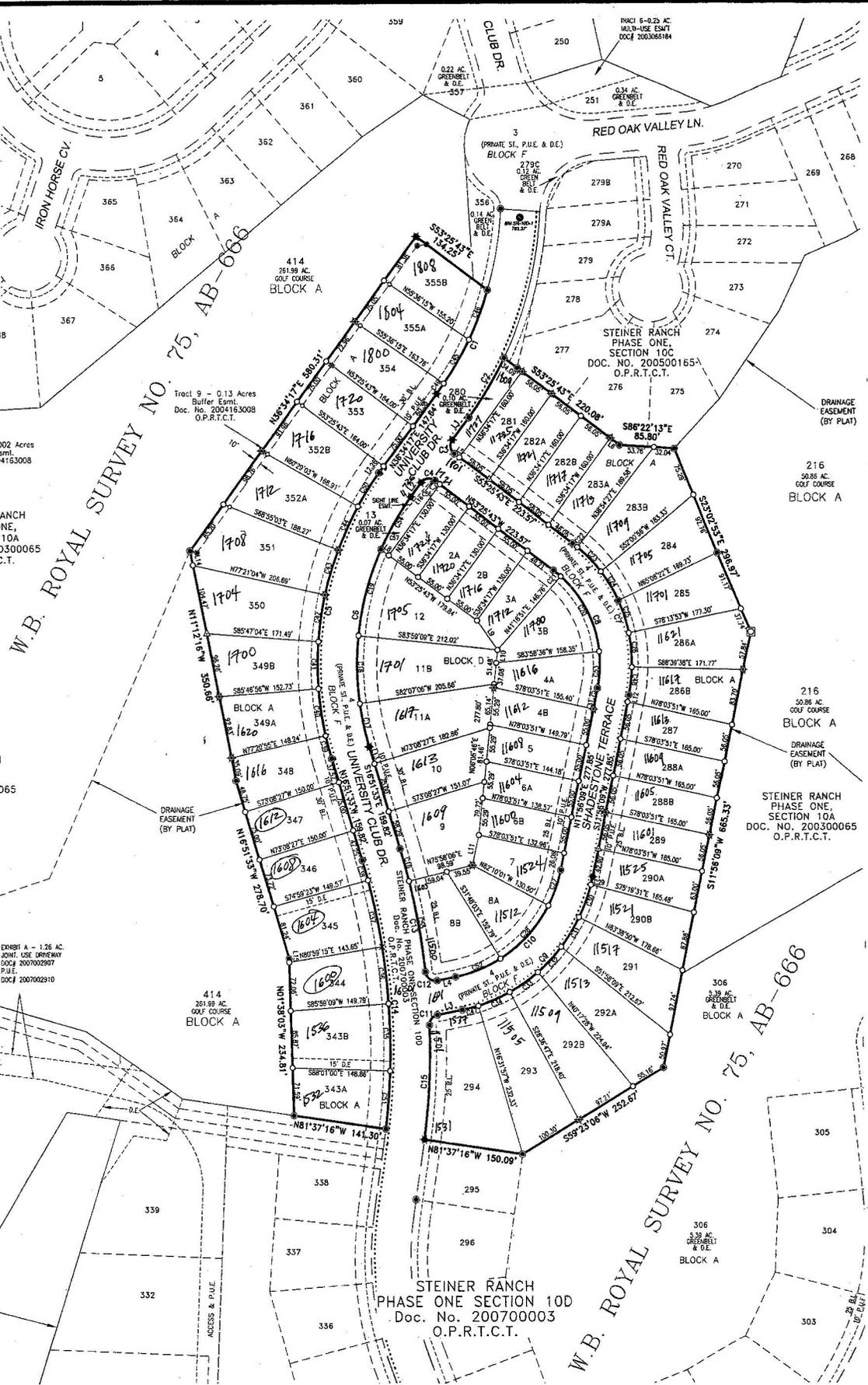
414 261.99 AC. GOLF COURSE BLOCK A

STEINER RANCH PHASE ONE, SECTION 10A Doc. No. 200300065 O.P.R.T.C.T.

414 261.99 AC. GOLF COURSE BLOCK A

EXHIBIT A - 1.26 AC. JOINT USE DRIVEWAY Doc. No. 2007002907 P.U.E. Doc. No. 2007002910

414 261.99 AC. GOLF COURSE BLOCK A



STEINER RANCH PHASE ONE SECTION 10D  
Doc. No. 200700003  
O.P.R.T.C.T.

W.B. ROYAL SURVEY NO. 75, AB-666

51961

12448

**CFAE**  
C FAULKNER ENGINEERING

907 West 5th Street, Suite 250  
Austin, Texas 78703  
P: 512.495.9470  
F: 512.495.9473

P.O. Box 1528  
Austin, Texas 78767-1528  
www.cfeamerica.com

TRAVIS COUNTY, TEXAS

DATE:	APRIL, 2008
SURVEYOR:	BRYAN D. NEWSOME, RPLS No.5657
TECHNICIAN:	RLM
FIELDBOOK:	N/A
JOB NUMBER:	2023.011.14
DESCRIPTION:	N/A
DRAWING:	J:\TWC\Steiner\Ph1\Sec10\acad\FinalPlat\100-Resub\100-RESUB.dwg

RESUB OF LOTS 280-294, LOTS 343-355  
BLOCK A AND LOTS 1-13, BLOCK D OF  
STEINER RANCH PHASE ONE  
SECTION 10D

CFE PLAT NO.	10D-RESUB.DWG
	3
	OF 3

GENERAL NOTES

- NO OBJECT, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, LANDSCAPING, SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY CITY OF AUSTIN AND TRAVIS COUNTY.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS. 15 DRAINAGE EASEMENTS SHALL BE FOR ENCLOSED CONDUITS ONLY.
- FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14 % ONLY WITH SPECIFIC APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.
- AN ADMINISTRATIVE VARIANCE FROM LDC SECTION 30-5-341 & 342, ALLOWING CUT/FILL IN EXCESS OF 4 FT., BUT LESS THAN 8 FT., WAS GRANTED BY THE COA WATERSHED PROTECTION AND DEVELOPMENT REVIEW.
- EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, PURSUANT TO THE LAND DEVELOPMENT CODE SECTION 25-B-181, AND THE ENVIRONMENTAL CRITERIA MANUAL.
- ALL BUILDING FOUNDATIONS ON SLOPES OF 15% AND OVER AND ON FILL PLACED UPON SUCH SLOPES SHALL UTILIZE DESIGN AND CONSTRUCTION PRACTICES CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO PRACTICE IN THIS FIELD.
- ALL STREETS SHALL BE CONSTRUCTED ACCORDING TO CITY OF AUSTIN ALTERNATE URBAN STANDARDS.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 WATER & WASTEWATER SYSTEMS. WATER AND WASTEWATER SERVICE IS PROVIDED BY TRAVIS COUNTY WCID#17.
- THE OWNER OF THIS SUBDIVISION, AND HIS/HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY AND THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLANT VACATION OR REPLANTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN DESIGN CRITERIA AND THE WASTEWATER UTILITY SYSTEM IN ACCORDANCE WITH THE TCEQ AND TRAVIS COUNTY WCD#17 STANDARDS. THE WATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE WATER UTILITY SYSTEM CONSTRUCTION MAY BE INSPECTED BY THE CITY OF AUSTIN.
- TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- SIDEWALKS SHALL BE BUILT TO CITY OF AUSTIN STANDARDS AND ARE REQUIRED ALONG THE FOLLOWING STREETS:  
UNIVERSITY CLUB DRIVE - WEST SIDE  
SHADESTONE TERRACE - EAST SIDE  
THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
- THIS SUBDIVISION PLAN WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION.
- WATER QUALITY CONTROLS ARE REQUIRED FOR ALL SINGLE FAMILY DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 25% OF NET SITE AREA AND ALL OTHER USES IN EXCESS OF 20% NET SITE AREA, PURSUANT TO ORDINANCE NO. 011025-49.
- MAINTENANCE OF WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE TO THE CITY OF AUSTIN STANDARDS.
- THIS SUBDIVISION IS LOCATED WITHIN THE LAKE AUSTIN WATERSHED WHICH IS CLASSIFIED AS A WATER SUPPLY RURAL WATERSHED AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE, AS AMENDED BY ORDINANCE NO. 011025-49. THIS PROJECT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- GREENBELT RESTRICTIONS  
THE FOLLOWING LOTS ARE RESERVED FOR GREENBELT AND DRAINAGE EASEMENTS, TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION FOR PHASE ONE SECTION 100 OR SUCCESSOR IN TITLE.  
BLOCK A, LOT 280  
BLOCK D, LOT 13  
THESE LOTS ARE RESTRICTED AGAINST RESIDENTIAL DEVELOPMENT AND ARE LIMITED TO A TOTAL OF 500 S.F. OF IMPERVIOUS COVER WITHIN THE GREENBELT LOTS AS PER SECTION III OF THE STEINER RANCH AGREEMENT/CONSERVATION EASEMENT; AND ARE RESTRICTED AGAINST CONSTRUCTION ON SITES IN ACCORDANCE WITH SECTIONS 25-B-301 AND 25-B-302 OF THE LAND DEVELOPMENT CODE. A RESTRICTIVE COVENANT HAS BEEN RECORDED IN DOCUMENT NO. 200702908, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND / OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-B, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- A WAIVER FROM STORMWATER DETENTION REQUIREMENTS WAS GRANTED FOR THIS SUBDIVISION ON SEPT. 17, 2002, BY THE CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT, WATERSHED ENGINEERING DIVISION.
- THE OWNER / DEVELOPER OF THIS SUBDIVISION / LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND / OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRICAL FACILITIES FOR THIS SITE. THESE EASEMENTS AND / OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION, AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. AUSTIN ENERGY WORK SHALL ALSO BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- PRIOR TO CONSTRUCTION, EXCEPT SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
- EXCEPT FOR CEP'S DESCRIBED IN THE DEVELOPER AGREEMENT TO NEED 50-FOOT SETBACK, ALL CEP'S SHALL HAVE A 150-SETBACK, WHERE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE. CONSTRUCTION IS PROHIBITED, AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED. BACK PORTIONS OF LOT 320 AND LOT 321, BLOCK A, WILL BE CONTAINED WITHIN CONSERVATION EASEMENTS. THE NATURAL VEGETATION WITHIN THESE EASEMENTS SHALL BE RETAINED TO THE MAXIMUM EXTENT POSSIBLE. CONSTRUCTION, INCLUDING WASTEWATER DISPOSAL AND/OR IRRIGATION IS PROHIBITED WITHIN THE LIMITS OF THESE EASEMENTS.
- STANDARD STREET NAME SIGNS WILL BE INSTALLED AT ALL PRIVATE STREET INTERSECTIONS, AN ADDITIONAL "PRIVATE STREET" SIGN WILL BE POSTED AT ALL INTERSECTIONS OF PRIVATE STREETS WITH PUBLIC STREETS.
- A WAIVER FROM THE COMPLIANCE WITH THE CONSTRUCTION ON SLOPES WAS GRANTED FOR THIS SUBDIVISION BY THE CITY OF AUSTIN WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT. THE CONSTRUCTION OF DRIVEWAYS, BUILDINGS AND RESIDENCES ON SLOPES OVER 15% MUST COMPLY WITH SECTIONS 25-B-301, 25-B-302 AND 25-B-303 OF THE CITY CODE FOR THE FOLLOWING LOTS: BLOCK A, 282-292, 295-298, 305, 307, 308, 311, 315, 316, 318-323, 326, 327, 329, 332-350
- THIS SUBDIVISION IS SUBJECT TO ORDINANCE NO. 011025-49, WHICH CONTAINS: (i) THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF AUSTIN AND THE STEINER RANCH PARTIES AS RECORDED IN DOCUMENT NO. 2001180705 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND (ii) THAT CERTAIN CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER RECORDED IN DOCUMENT NO. 2001180704 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- THIS SUBDIVISION IS A PORTION OF THE "PHASE ONE SECTION 100 PARCEL" AS DEPICTED IN EXHIBIT "A" PER THE CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER RECORDED IN DOCUMENT NO. 2001180704 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- 15' DRAINAGE EASEMENTS SHALL BE FOR ENCLOSED CONDUITS ONLY.
- ALL STREETS SHOWN HEREON, UNIVERSITY CLUB DRIVE, SHADESTONE TERRACE AND SHOREVIEW OVERLOOK, ARE DESIGNATED AS A PRIVATE STREETS. THESE PRIVATE STREETS ARE CONTAINED WITHIN LOT 4, BLOCK F, WHICH IS DEDICATED AS A RUE AND DE, AND WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO THE PROVISIONS OF ORDINANCE 8011025-49. THESE STREETS AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.
- PER SECTION III AND EXHIBIT C OF THE STEINER RANCH AGREEMENT/CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER, 4.018 ACRES OF IMPERVIOUS COVER HAS BEEN ALLOCATED TO THIS SUBDIVISION.
- PER SECTION VI & EXHIBIT C OF THE STEINER RANCH AGREEMENT/CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER, 55 SEWER GENERATING UNITS AND 55 SINGLE-FAMILY RESIDENTIAL UNITS, 0 MULTI-FAMILY RESIDENTIAL UNITS, 0 GROSS SQUARE FEET OF OFFICE SPACE, AND 0 GROSS SQUARE FEET OF OTHER USES HAS BEEN ALLOCATED TO THIS SUBDIVISION. ADDITIONAL ALLOCATIONS FOR THE NON-SINGLE FAMILY RESIDENTIAL DEVELOPMENT AREAS WILL BE ACCOMPLISHED AT THE SITE PLAN APPROVAL STAGE.
- ALL FLAG LOTS HAVE 15' OF FRONTAGE AT THE STREET.
- WATER AND WASTEWATER SERVICE IS PROVIDED BY TRAVIS COUNTY WCID#17.

35. ALL RESTRICTIONS FROM THE PREVIOUSLY RECORDED STEINER RANCH PHASE ONE SECTION 100 PLAT WILL APPLY TO THIS RESUBDIVISION OF STEINER RANCH PHASE ONE SECTION 100. APPLICABLE RESTRICTIVE COVENANTS ARE RECORDED IN DOC. NO. 200702908.

36. BENCH MARK LIST

- BM-SR-100-1 ELEVATION 773.21  
"0" CUT IN BACK OF CURB OF SECOND ISLAND 120' +/- SOUTH OF CENTERLINE OF LANDSCAPE CIRCLE AT INTERSECTION OF UNIVERSITY CLUB DRIVE AND EAGLES GLEN DRIVE.
- BM-SR-100-1 ELEVATION 783.37  
"0" CUT IN BACK OF CURB OF TRIANGLE ISLAND 110' +/- SOUTH OF CENTERLINE OF LANDSCAPE CIRCLE AT INTERSECTION OF UNIVERSITY CLUB DRIVE AT RED OAK VALLEY LANE.

Assumed Impervious Cover Per Residential Lot Size

Lot Size	< 0.132 ac	0 X	2,000	0.000 Acres
Lot Size	0.132 ac	to 0.230 ac	18 X	2,500
Lot Size	0.230 ac	to 0.281 ac	14 X	3,000
Lot Size	0.281 ac	to 0.344 ac	14 X	3,500
Lot Size	0.344 ac	to 0.499 ac	8 X	4,250
Lot Size	0.499 ac	to 1.000 ac	1 X	5,000
Lot Size	1.000 ac	to 3.000 ac	0 X	7,000
Lot Size	> 3.000 ac	0 X	10,000	0.000 Acres
Total =	55	=	4,018 Acres	

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CB	CHORD
C1	192°57'50"	495.00'	172.48'	N26°38'22"E	171.60'
C2	10°44'43"	355.00'	104.09'	N31°11'55"E	103.93'
C3	90°00'00"	15.00'	23.56'	S08°25'43"E	21.21'
C4	30°00'00"	15.00'	23.56'	S89°34'17"W	21.21'
C5	53°25'50"	480.00'	447.62'	S02°51'22"W	431.57'
C6	53°25'50"	420.00'	391.87'	S08°51'22"W	377.63'
C7	65°21'52"	225.00'	256.68'	N20°44'47"W	242.99'
C8	65°21'52"	175.00'	199.64'	N20°44'47"W	188.99'
C9	66°43'53"	255.00'	296.98'	N45°18'05"E	280.49'
C10	66°43'53"	205.00'	238.78'	N45°18'05"E	225.48'
C11	80°38'54"	15.00'	21.11'	S38°20'34"W	19.41'
C12	82°54'36"	15.00'	24.85'	S35°20'57"W	22.11'
C13	10°27'22"	1030.00'	187.87'	N11°32'56"E	187.71'
C14	23°59'57"	870.00'	406.30'	N04°51'34"W	403.34'
C15	9°35'22"	1030.00'	172.39'	N02°48'48"E	172.19'
C16	2°49'38"	1030.00'	50.83'	N15°26'44"W	50.82'
C17	8°58'38"	420.00'	85.81'	S12°22'13"E	85.74'
C18	13°53'45"	420.00'	101.86'	S00°58'02"E	101.61'
C19	18°20'23"	420.00'	134.44'	S15°11'03"W	133.86'
C20	42°33'45"	175.00'	130.31'	N22°21'16"W	127.32'
C21	44°34'34"	175.00'	14.49'	N51°03'26"W	14.49'
C22	2°20'10"	225.00'	9.17'	N52°15'38"W	9.17'
C23	13°06'28"	225.00'	51.47'	N44°32'18"W	51.36'
C24	13°06'28"	225.00'	51.47'	N31°25'21"W	51.43'
C25	13°05'31"	225.00'	51.41'	N18°18'52"W	51.30'
C26	13°06'28"	225.00'	51.47'	N05°12'55"W	51.36'
C27	15°53'50"	205.00'	59.85'	N05°23'05"E	58.70'
C28	30°21'58"	205.00'	108.65'	N43°03'45"E	107.38'
C29	2°44'21"	255.00'	12.19'	N13°18'19"E	12.19'
C30	11°40'41"	255.00'	51.97'	N20°30'50"E	51.88'
C31	11°40'41"	255.00'	51.97'	N32°11'31"E	51.88'
C32	11°40'41"	255.00'	51.97'	N43°52'11"E	51.88'
C33	11°40'41"	255.00'	51.97'	N53°52'22"E	51.88'
C34	11°40'41"	255.00'	51.97'	N67°13'33"E	51.88'
C35	5°59'52"	870.00'	101.54'	N01°00'56"W	101.49'
C36	4°59'54"	870.00'	84.65'	N08°30'48"W	84.59'
C37	5°59'52"	870.00'	101.54'	N12°00'41"W	101.49'
C38	1°50'56"	870.00'	31.30'	N15°56'05"W	31.30'
C39	4°12'28"	480.00'	35.25'	S14°45'19"E	35.24'
C40	8°26'00"	480.00'	70.65'	S08°28'05"E	70.59'
C41	8°26'00"	480.00'	70.65'	S00°00'04"E	70.59'
C42	8°26'00"	480.00'	70.65'	S08°25'56"W	70.59'
C43	8°26'00"	480.00'	70.65'	S18°15'17"W	70.59'
C44	8°26'00"	480.00'	70.65'	S29°17'57"W	70.59'
C45	8°42'53"	495.00'	75.29'	N30°02'19"E	75.22'
C46	9°04'26"	495.00'	78.39'	N1°08'40"E	78.31'
C47	5°36'08"	255.00'	24.93'	N75°51'57"E	24.92'
C48	10°35'46"	225.00'	41.61'	N06°38'15"E	41.55'
C49	7°10'32"	495.00'	18.79'	N35°29'01"E	18.79'
C50	7°03'20"	480.00'	59.11'	S33°02'37"W	58.07'
C51	5°09'24"	870.00'	87.30'	N04°34'42"E	87.27'
C52	20°28'04"	205.00'	73.23'	N68°25'59"E	72.84'
C53	17°57'32"	175.00'	54.85'	N30°57'22"E	54.63'
C54	12°13'03"	420.00'	86.56'	S02°27'48"W	86.39'
C55	7°37'44"	1030.00'	137.14'	N10°13'03"W	137.04'
C56	14°23'22"	15.00'	3.77'	N60°37'24"W	3.76'
C57	5°28'53"	420.00'	39.94'	S27°04'41"W	39.92'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S36°34'17"W	41.52'
L2	N36°34'17"E	26.14'
L3	S72°40'01"W	38.47'
L4	S78°40'01"W	28.45'
L5	S53°25'43"E	9.36'
L6	S53°25'43"E	17.84'
L7	S53°25'43"E	9.36'
L8	N37°25'43"W	14.84'
L9	S35°19'14"E	54.23'
L10	N06°06'46"E	19.58'
L11	N12°24'31"E	46.50'
L12	S11°16'09"W	10.74'
L13	N16°51'33"W	26.53'
L14	S11°12'16"E	22.01'
L15	S01°38'03"E	5.29'
L16	N41°51'34"E	90.54'

TOTAL ACRES  
15.17 ACRES

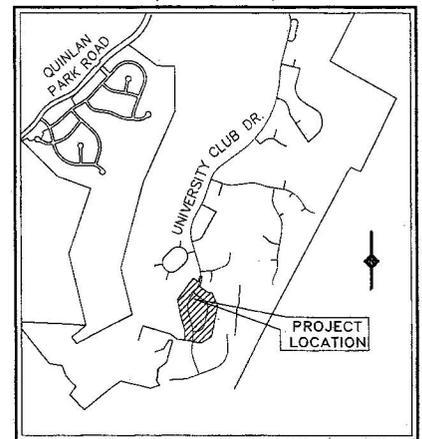
LOT SUMMARY

SINGLE FAMILY RESIDENTIAL 55  
GREENBELT/DRAINAGE 2  
TOTAL NUMBER OF LOTS 57

TOTAL NUMBER OF BLOCKS 2

APPLICABLE RESTRICTIVE COVENANTS:  
DOC. NO. 200702908.

LOCATION MAP  
(Not To Scale)



OWNER  
TWIGSTEINER RANCH, L.L.C.  
805 LAS CIMAS PARKWAY, SUITE 350  
AUSTIN, TEXAS  
PHONE: (512)328-8866  
FAX: (512)328-7988

SURVEYOR  
C FAULKNER ENGINEERING, L.P.  
907 WEST 5TH STREET, STE 250  
AUSTIN, TEXAS 78703  
PHONE: (512)495-9470  
FAX: (512)495-9473

ENGINEER  
C FAULKNER ENGINEERING, L.P.  
907 WEST 5TH STREET, STE 250  
AUSTIN, TEXAS 78703  
PHONE: (512)495-9470  
FAX: (512)495-9473

13615

TRAVIS COUNTY, TEXAS

DATE: APRIL, 2008  
SURVEYOR: BRYAN D. NEWSOME, RPLS No.5657  
SCLINICIAN: N/A  
FIELDBOOK: N/A  
JOB NUMBER: 2023.011.14  
DESCRIPTION: N/A  
DRAWING: J:\TWC\Steiner\Ph1\Sec10\acod\Final\Plat\100-Resub\100-RESUB.dwg

RESUB OF LOTS 280-294, LOTS 343-355  
BLOCK A AND LOTS 1-13, BLOCK D OF  
STEINER RANCH PHASE ONE  
SECTION 10D

CFE PLAT NO.  
10D-RESUB.DWG  
2  
OF 3

1907 West 5th Street, Suite 250  
Austin, Texas 78703  
F: 512.495.9470  
F: 512.495.9473

P.O. Box 1528  
Austin, Texas 78767-1528  
www.cfeamerica.com

C FAULKNER ENGINEERING

Original Subdivision

THE STATE OF TEXAS :  
COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS

THAT TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH ITS GENERAL PARTNER, TWC/STEINER RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, BY AND THROUGH JAMES D. PLASEK, VICE PRESIDENT, BEING THE OWNER OF 15.17 ACRES OF LAND OUT OF THE W. B. ROYAL SURVEY NO. 75, ABSTRACT NO. 866, LOCATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF TRACT 1 DESCRIBED IN A DEED TO TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., AS RECORDED IN DOCUMENT NO. 200009808 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 2771 ACRE TRACT OF LAND (TRACT 1), DESCRIBED IN A DEED TO TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., AS RECORDED IN DOCUMENT NO. 200009809 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING ALL OF LOTS 280-294, LOTS 343-355, BLOCK A AND LOTS 1-13, BLOCK D OF STEINER RANCH PHASE ONE SECTION 10D, A SUBDIVISION IN TRAVIS COUNTY, TEXAS RECORDED IN DOCUMENT NO. 200700003 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOTS HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212.015 OF THE LOCAL GOVERNMENT CODE, DO RESUBDIVIDE SAID LOTS TO BE KNOWN AS

\*RESUB OF LOTS 280-294, LOTS 343-355, BLOCK A AND LOTS 1-13, BLOCK D OF STEINER RANCH PHASE ONE SECTION 10D\*

SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN ON THIS PLAT, AND DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL THE PRIVATE STREET AND OTHER EASEMENTS SHOWN ON THIS PLAT, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS PREVIOUSLY GRANTED AND NOT RELEASED. THE MAINTENANCE OF AND PAYMENT OF REAL PROPERTY TAXES ON THE PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER OF THE SUBDIVISION OR PROPERTY OWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD UNDER DOCUMENT NUMBER 2007002508, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. AN EXPRESS EASEMENT IS GRANTED ACROSS THE PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE A GOVERNMENTAL ENTITY DEEMS NECESSARY. OWNER AGREES THAT ALL GOVERNMENTAL ENTITIES AND THEIR AGENTS AND EMPLOYEES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE PRIVATE STREET OR ANY COMMON AREA AS A RESULT OF USE BY GOVERNMENTAL VEHICLES.

IN WITNESS WHEREOF, TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 10th DAY OF November, 2008, A.D.

TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., A TEXAS LIMITED PARTNERSHIP BY: TWC/STEINER RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

James Plasek  
BY: JAMES PLASEK, VICE PRESIDENT  
(TWC)STEINER RANCH, L.L.C.  
885 LAS CIMAS PARKWAY, SUITE 350  
AUSTIN, TEXAS  
FAX: (512)228-7988

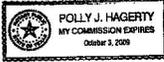
THE STATE OF TEXAS :  
COUNTY OF TRAVIS :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10th DAY OF Nov., 2008, A.D.,

BY JAMES PLASEK, VICE PRESIDENT OF TWC / STEINER RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID COMPANY AND SAID PARTNERSHIP.

WITNESS MY HAND AND SEAL OF OFFICE, THIS 10th DAY OF November, 2008, A.D.

Notary Public in and for Travis County, Texas



THE STATE OF TEXAS :  
COUNTY OF TRAVIS :

I, BRYAN D. NEWSOME, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTION OF TITLES 25 AND 30 OF THE AUSTIN CITY CODE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

CERTIFIED TO THIS 13th DAY OF November, 2008, A.D.



Bryan D. Newsome  
BRYAN D. NEWSOME  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5857 - STATE OF TEXAS  
C FAULKNER ENGINEERING, L.P.  
907 WEST 5TH STREET, STE 250  
AUSTIN, TEXAS 78703  
PHONE: (512)495-9470  
FAX: (512)495-9473

FLOODPLAIN NOTE:

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAPS NO. 48453C-02 90-E & NO. 48453C-0285-E, DATED JUNE 16, 1993 FOR TRAVIS COUNTY, TEXAS.

I, STEPHEN R. DELGADO, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, IS COMPLETE AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLES 25 AND 30 OF THE AUSTIN CITY CODE OF 1999, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 11/17/08



Stephen R. Delgado  
STEPHEN R. DELGADO, P.E.  
LICENSED PROFESSIONAL ENGINEER  
NO. 99342 STATE OF TEXAS  
C FAULKNER ENGINEERING, L.P.  
907 WEST 5TH STREET, STE 250  
AUSTIN, TEXAS 78703  
PHONE: (512)495-9470  
FAX: (512)495-9473

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE 21st DAY OF Nov., 2008.

Victoria L. P.E., DIRECTOR  
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF AUSTIN ON THE 18th DAY OF Nov., 2008.

Betty Baker, Chairperson  
Clarke Hammond, Secretary

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

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS:  
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 19th DAY OF December, 2008, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 19th DAY OF December, 2008, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

G. Porter  
DEPUTY



THE STATE OF TEXAS:  
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 19th DAY OF December, 2008, AT 1:47 O'CLOCK P.M., AND DULY RECORDED ON THE 19th DAY OF December, 2008, A.D., AT 1:47 O'CLOCK P.M., OF SAID COUNTY AND STATE IN DOCUMENT NO. 200800341 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 19th DAY OF December, 2008, A.D.

DANA DEBEAUVOIR, COUNTY CLERK,  
TRAVIS COUNTY, TEXAS

Michael P. Gonzales  
DEPUTY

13615

J:\TWC\Steiner\Plat\Sec10\acad\Final\Plat\10D-Resub.dwg - 11/18/08

C Faulkner Engineering logo and address: 907 West 5th Street, Suite 250, Austin, Texas 78703, P: 512.495.9470, F: 512.495.9473, P.O. Box 1528, Austin, Texas 78767-1528, www.cfamerica.com

Table with 2 columns: Field Name and Value. Fields include DATE (APRIL, 2008), SURVEYOR (BRYAN D. NEWSOME, RPLS No.5657), TECHNICIAN (RLM), FIELDBOOK (N/A), JOB NUMBER (2023.011.14), DESCRIPTION (N/A), DRAWING (J:\TWC\Steiner\Plat\Sec10\acad\Final\Plat\10D-Resub\10D-RESUB.dwg)

TRAVIS COUNTY, TEXAS  
RESUB OF LOTS 280-294, LOTS 343-355  
BLOCK A AND LOTS 1-13, BLOCK D OF  
STEINER RANCH PHASE ONE  
SECTION 10D

CFE PLAT NO.  
10D-RESUB.DWG  
1  
OF 3

PROPOSED PLAT

**LEGEND:**

- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- ✱ COTTON SPINDLE SET
- ✱ COTTON SPINDLE FOUND
- ⊠ CONCRETE MONUMENT SET
- △ MAG NAIL SET
- ✱ "X" FOUND/SET IN ROCK
- P.U.E. PUBLIC UTILITY ESM'T.
- D.E. DRAINAGE ESM'T.
- W.W.E. WASTEWATER EASEMENT
- B.L. BUILDING LINE
- S.S. SIDEWALK LOCATION
- W.Q. WATER QUALITY TRANSITION ZONE
- C.W. CRITICAL WATER QUALITY ZONE
- 100 YR. FLOOD LINE
- PRESERVE LINE AND DEF. OFFSET LINE

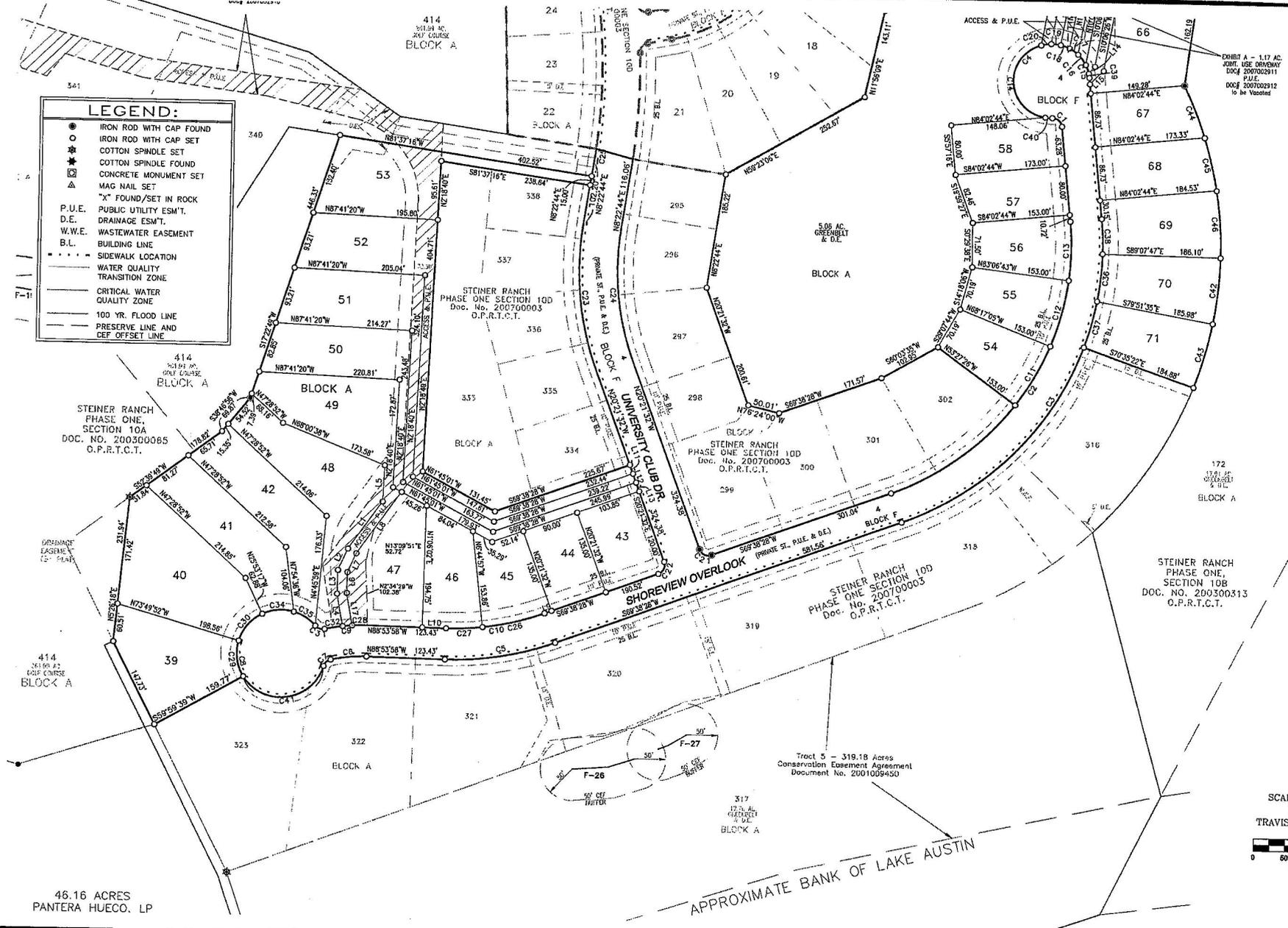


EXHIBIT A - 1.17 AC.  
 UNIT USE DRIVEWAY  
 DOC. NO. 2007002911  
 P.U.E.  
 DOC. NO. 2007002912  
 to be Vacated

SCALE : 1" = 100'  
 MAY, 2011  
 TRAVIS COUNTY, TEXAS

46.16 ACRES  
 PANTERA HUECO, LP

Tract 5 - 319.18 Acres  
 Conservation Easement Agreement  
 Document No. 2001009450

**TEXAS ENGINEERING SOLUTIONS**

5000 REF. CAVES ROAD  
 SUITE 200  
 AUSTIN, TEXAS 78748  
 P: 512-904-0000  
 F: 512-904-0000  
 TOLL FREE: 1-800-399-9999

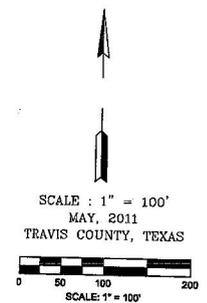
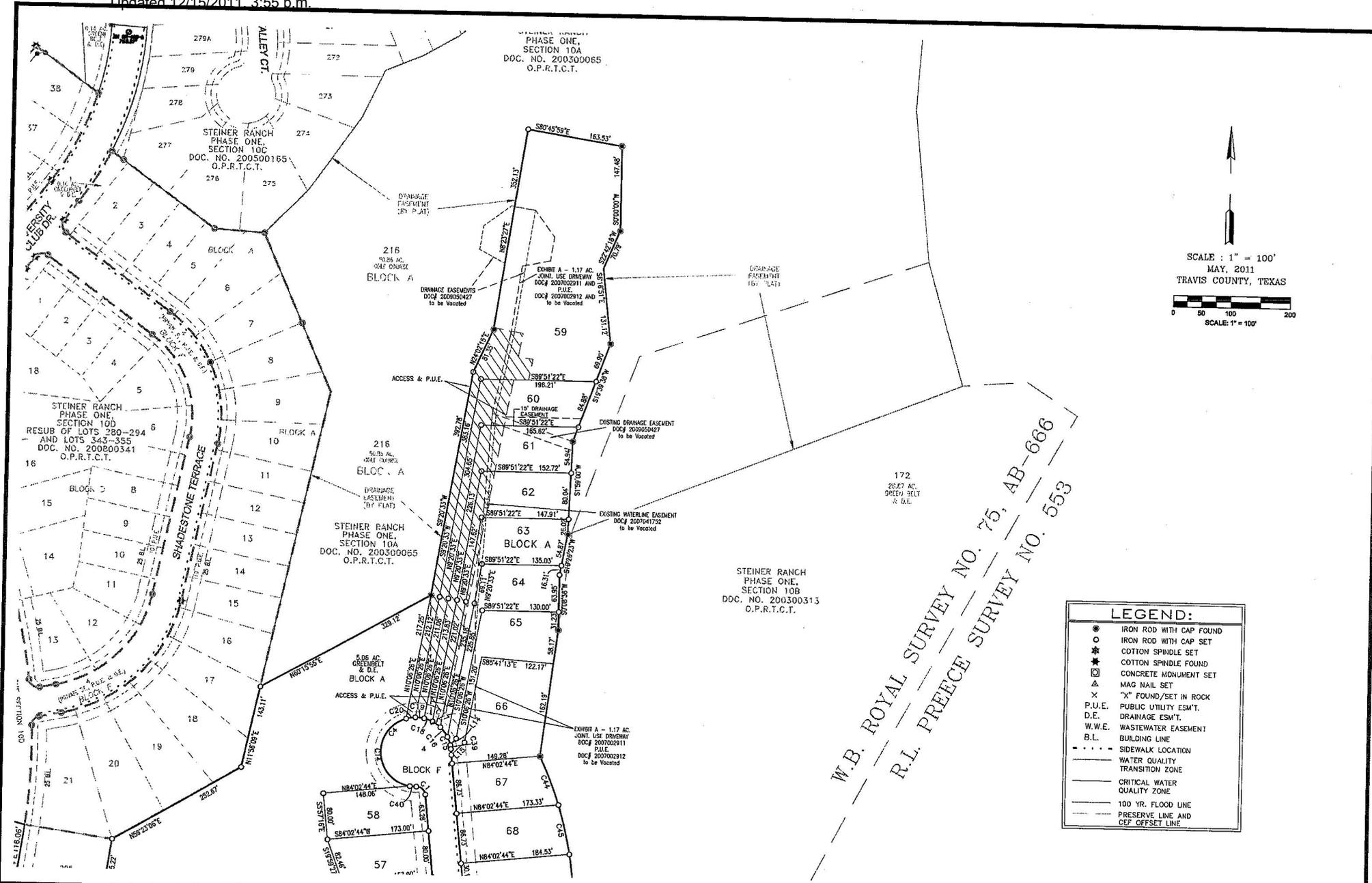
**AST** AUSTIN SPATIAL TECHNOLOGIES, LLC  
 1100 S. MOORE AVE. SUITE 200  
 AUSTIN, TEXAS 78748

<b>TRAVIS COUNTY, TEXAS</b>	
SURVEY DATE:	MAY, 2011
SURVEYOR:	PAUL C. SALVE, RPLS# 2516
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1112
DESCRIPTION:	N/A
CLIENT:	TAYLOR MORRISON, TEXAS
PLOT DATE:	

## STEINER RANCH PHASE ONE, SECTION 10D

### RESUBDIVISION OF LOTS 303-315, LOTS 324-339, BLOCK A AND LOT 4, BLOCK F

**SHEET 3  
 OF  
 4**



**LEGEND:**

- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- ★ COTTON SPINDLE SET
- ☆ COTTON SPINDLE FOUND
- CONCRETE MONUMENT SET
- ▲ MAG NAIL SET
- × "X" FOUND/SET IN ROCK
- P.U.E. PUBLIC UTILITY ESM'T.
- D.E. DRAINAGE ESM'T.
- W.W.E. WASTEWATER EASEMENT
- B.L. BUILDING LINE
- - - - - SIDEWALK LOCATION
- WATER QUALITY TRANSITION ZONE
- CRITICAL WATER QUALITY ZONE
- 100 YR. FLOOD LINE
- PRESERVE LINE AND 65' OFFSET LINE

**TEXAS ENGINEERING SOLUTIONS**

5000 BECK CAVES ROAD  
SUITE 200  
AUSTIN, TEXAS 78748  
P. 512-834-8900  
F. 512-834-8900  
TDDP NO. 11296

**AUSTIN SPATIAL TECHNOLOGIES, LLC**  
11000 WINDYBROOK DR. AUSTIN, TX 78758

**TRAVIS COUNTY, TEXAS**

SURVEY DATE:	MAY, 2011
SURVEYOR:	PAUL C. SAUVE, RPLS# 2518
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1112
DESCRIPTION:	N/A
CLIENT:	TAYLOR MORRISON, TEXAS
PLOT DATE:	

**STEINER RANCH  
PHASE ONE, SECTION 10D**

**RESUBDIVISION OF LOTS 303-315, LOTS 324-339, BLOCK A AND LOT 4, BLOCK F**



# NOTICE OF PUBLIC HEARING

DECEMBER 20, 2011, AT 9:00 AM

STEINER RANCH PH 1 SEC 10D  
RESUBDIVISION OF LOTS 303-315, LOTS  
324-339, BLOCK A AND LOT 4 BLOCK F  
PRECINCT 2

AT THE TRAVIS COUNTY  
COMMISSIONERS COURTROOM  
314 WEST 11th STREET  
(FIRST FLOOR), AUSTIN

FOR MORE INFORMATION CALL 854-7563

RECEIVED

DEC 02 2011

TNR



**TRANSPORTATION AND NATURAL RESOURCES**

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

**AFFIDAVIT OF POSTING**

**TO: County Judge  
County Commissioners  
Travis County, Texas**

A Public Notice of a revised plat sign was posted on December 1, 2011,  
at a point as near as practical to the area being revised, and was also posted at the Travis  
County Courthouse.

CERTIFIED THIS THE 1 DAY OF December, 2011.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: TNR/R&B Supervisor

cc: Garcia (sign shop)

M:\PERMITS\SUBDIV\N\Subdivision Review\Steiner Ranch Ph 1 Sec 10D Resub of Lots 303-315 Lots 324-339 BIK FV



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

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

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

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

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

**Sponsoring Court Member:** Commissioner Huber, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 39 and 40, Block H of Highland Creek Lakes, Section 1 – Precinct Three.

## **BACKGROUND/SUMMARY OF REQUEST:**

TNR staff has received a request to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 39 and 40, Block H of Highland Creek Lakes, Section 1. The easements are dedicated per plat note. The subject lots front on Oakwood Circle, a street not maintained by Travis County.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. As of this memorandum staff has not received, nor foresees, any opposition to this request.

## **STAFF RECOMMENDATIONS:**

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

## **ISSUES AND OPPORTUNITIES:**

The purpose of this request is to allow the issuance of the license to operate permit for the septic. The issue in this case is that the house is on Lot 39 with the septic drain field being on Lot 40. The lines connecting the two can not cross a public utility easement per septic regulations.

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A.

**ATTACHMENTS/EXHIBITS:**

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

**REQUIRED AUTHORIZATIONS:**

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

**CC:**

Stacey Scheffel	Program Manager	TNR Permits	854-7565

**SM:AB:ps**

**1101 - Development Services - Highland Creek Lakes, Section 1**

**ORDER OF VACATION**

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

WHEREAS, the property owner requests the vacation of two five foot wide public utility easements located along the common lot line of Lots 39 and 40, Block H of Highland Creek Lakes, Section 1 as recorded in Volume 34, Page 32 of the Travis County Plat Records;

WHEREAS, the utility companies known to be operating in the area have indicated that they have no need for the public utility easements requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the public utility easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on December 20, 2011 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide public utility easements located along the common lot line of Lots 39 and 40, Block H of Highland Creek Lakes, Section 1, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER KAREN HUBER  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

# 10' UTILITY EASEMENT

## ALONG THE COMMON LINE OF LOTS 39 and 40, BLOCK H, HIGHLAND CREEK LAKES, SECTION 1, A SUBDIVISION OF RECORD IN TRAVIS COUNTY, TEXAS

BEING A UTILITY EASEMENT (10 FEET WIDE) ALONG THE COMMON LINE OF LOTS 39 and 40, BLOCK H, HIGHLAND CREEK LAKES, SECTION 1, A SUBDIVISION OF RECORD IN VOLUME 34, PAGE 32, PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 10' UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED BY A CENTERLINE METES AND BOUNDS AS FOLLOWS (BEARINGS ARE REFERENCED TO SAID HIGHLAND CREEK LAKES SUBDIVISION PLAT):

**COMMENCING**

at a point in the northwest right-of-way line of Oakwood Circle (50-foot wide per plat) for the south corner of Lot 39 and the east corner of Lot 40;

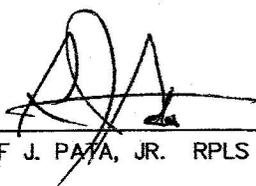
**THENCE**

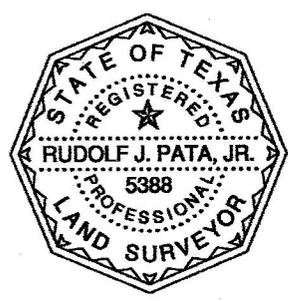
North 53°17' West (bearing basis per plat), with the common line of Lots 39 and 40, a distance of 5.0 feet to the **POINT OF BEGINNING** of the centerline of the herein described easement;

**THENCE**

North 53°17' West, continuing with the common line of Lots 39 and 40 and the centerline of said 10' utility easement, a distance of 92.3 feet to the **POINT OF TERMINATION** of said easement, from which the west corner of Lot 39 and the north corner of Lot 40 bears North 53°17' West, 5.0 feet.

10/7/11  
DATE

  
RUDOLF J. PATA, JR. RPLS #5388



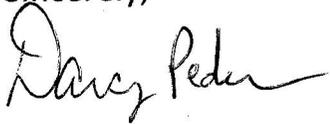
<p><b>Driftwood Surveying</b> Professional Land Surveyors</p> <hr/> <p>P.O. Box 379 Wimberley, TX 78676 TEL. (512) 847-7222 www.driftwoodsurveying.com</p>	<b>METES AND BOUNDS</b>		
	<p>10' UTILITY EASEMENT ALONG THE COMMON LINE OF LOTS 39 and 40, BLOCK H, HIGHLAND CREEK LAKES, SECTION 1, TRAVIS COUNTY, TEXAS</p>		
<b>ADDRESS</b>			10812 OAKWOOD CIRCLE, DRIPPING SPRINGS, TEXAS
<b>PREPARED FOR:</b>	<b>TITLE CO. FILE NO. XXX</b>	<b>DATE</b> 10-07-11	
SCHWARTZ	<b>COMMITMENT NO. XXX</b>	<b>PROJECT NO.</b> TC07811	

October 24, 2011

To Whom It May Concern:

I am requesting that the public utility easements located at the common line of Lots 39 and 40, Block H, Highland Creek Lakes, Section 1, Travis County, Texas, be vacated so that the final license to operate permit can be issued. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Darcy Peden". The signature is written in a cursive style with a large initial "D" and a long, sweeping underline.

Darcy Peden

512-663-5462

### RELEASE OF EASEMENT

STATE OF TEXAS

∞  
∞  
∞

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

WHEREAS, Earl N. Jackson, as previous owner of all lots in Highland Creek Lakes, Section One, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted a public utility easement to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Highland Creek Lakes, Section One, said easements being recorded in the Restrictive Covenants in Volume 4648, Page 826, and Volume 4127, Page 1861, in the Deed Records in Travis County, Texas; and,

WHEREAS, said public utility easement referred to hereinabove includes and is comprised of all lots within Highland Creek Lakes, Section One, in Travis County; and,

WHEREAS, Darcy Husband, as current owner, desires that said public utility easement between Lots 39 and 40, Block H, Highland Creek Lakes, Section One, be abandoned and released in full; and,

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property through the remaining public utility easement as granted in the above-mentioned Restrictive Covenants and on the plat as recorded in Volume 34, Page 32 in the Plat Records of Travis County, Texas;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the public utility easement between Lots 39 and 40, Block H, Highland Creek Lakes, Section One, Travis County, Texas, and referred to hereinabove.

EXECUTED: March 21, 2003

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: Alexia Pearce  
Alexia Pearce  
Western District Manager

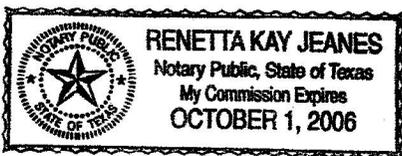
THE STATE OF TEXAS

∞  
∞

COUNTY OF BLANCO

BEFORE ME, the undersigned authority, on this day personally appeared Alexia Pearce, Western District Manager of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE March 21, 2003.



Renetta Kay Jeanes  
Notary Public in and for The State of Texas



# SOUTHWESTERN BELL TELEPHONE COMPANY

## RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY*, a Missouri corporation, GRANTOR, AND *Tim C. Schwartz*, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Lot 39 and Lot 40, Block H, Highland Creek Lakes Subdivision, Section 1, Deed of record in Document 2003170431, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

*Easements recorded in Volume 34, Page 32, Plat Records of Travis County, Texas,*

The portion of said easements to be hereby released is described as follows:

*All of the 5 foot PUE along either side of the common property lines of said Lots 39 and 40, described above,*

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 10th day of OCTOBER, 2011.

SOUTHWESTERN BELL TELEPHONE COMPANY



Name : MARC POTTER

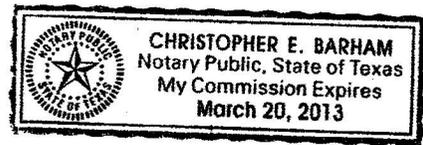
Title: MGR-ENG. DESIGN

THE STATE OF Texas  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared MARC POTTER, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 10th day of OCTOBER, 2011.

  
Notary Public in and for the State of Texas  
My Commission Expires 03/20/2013





12012 N. Mopac Expressway  
512/485-6417 (Laurie Schumpert)

Austin, TX 78758  
512/485-1485 (Fax)

**EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY**

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: HIGHLAND CREEK LAKE SECTION 1

Lot and Block Numbers: LOTS 39 & 40, BLOCK H

Street Address: 10812 OAKWOOD CIRCLE, DRIPPING SPRINGS, TX 78620

Property Owner: TIM SCHWARTZ

**STATEMENT**

X Time Warner Cable **does not** have a need for an easement on the property as described in the accompanying document.

       Time Warner Cable **does** have a need for an easement on the property as described in the accompanying document.

Time Warner Cable

Laurie Schumpert  
Signature

Sr. Designer  
Title

State of Texas  
County of Travis

This instrument was acknowledged before me on SEPTEMBER 28, 2011 by

LAURIE SCHUMPERT

Scott M. Wratten

Notary Public



RECEIVED

NOV 29 2011

TNR



**TRANSPORTATION AND NATURAL RESOURCES**

Steven M. Magilla, P.E., County Executive

411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

**AFFIDAVIT OF POSTING**

**TO: County Judge  
County Commissioners  
Travis County, Texas**

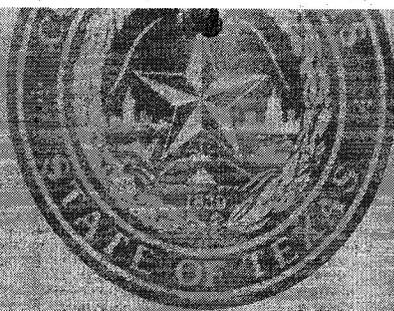
A Public Notice of Vacation of two 5' wide public utility easements sign was posted on November 28, 2011, on the west side of Oakwood Circle along the common lot line of Lots 39 and 40, Block H of Highland Creek Lake, Section 1 at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 28 DAY OF November, 2011.

SIGNATURE: Jaime Garcia  
NAME (PRINT): Jaime Garcia  
TITLE: TNR/RFB Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\11PUE\08-OakwoodCircle\SignRequest-OakwoodCircle.doc



# **NOTICE OF PUBLIC HEARING**

**DECEMBER 20, 2011, AT 9:00 AM  
PUBLIC UTILITY EASEMENT VACATION**

**TO APPROVE THE VACATION OF TWO  
FIVE FOOT WIDE PUBLIC UTILITY  
EASEMENTS LOCATED ALONG THE  
COMMON LOT LINE OF LOTS 39 AND 40,  
BLOCK H OF HIGHLAND CREEK LAKES,  
SECTION 1 — A SUBDIVISION IN PRECINCT 3**

**A HEARING WILL BE HELD AT THE TRAVIS  
COUNTY COMMISSIONERS COURTROOM  
314 WEST 11TH STREET (FIRST FLOOR)  
AUSTIN, TX**

**FOR MORE INFORMATION CALL 854-9383**



**NOTICE OF  
PUBLIC HEARING**  
DECEMBER 20, 2011, AT 9:00 AM  
PUBLIC UTILITY EASEMENT VACATION

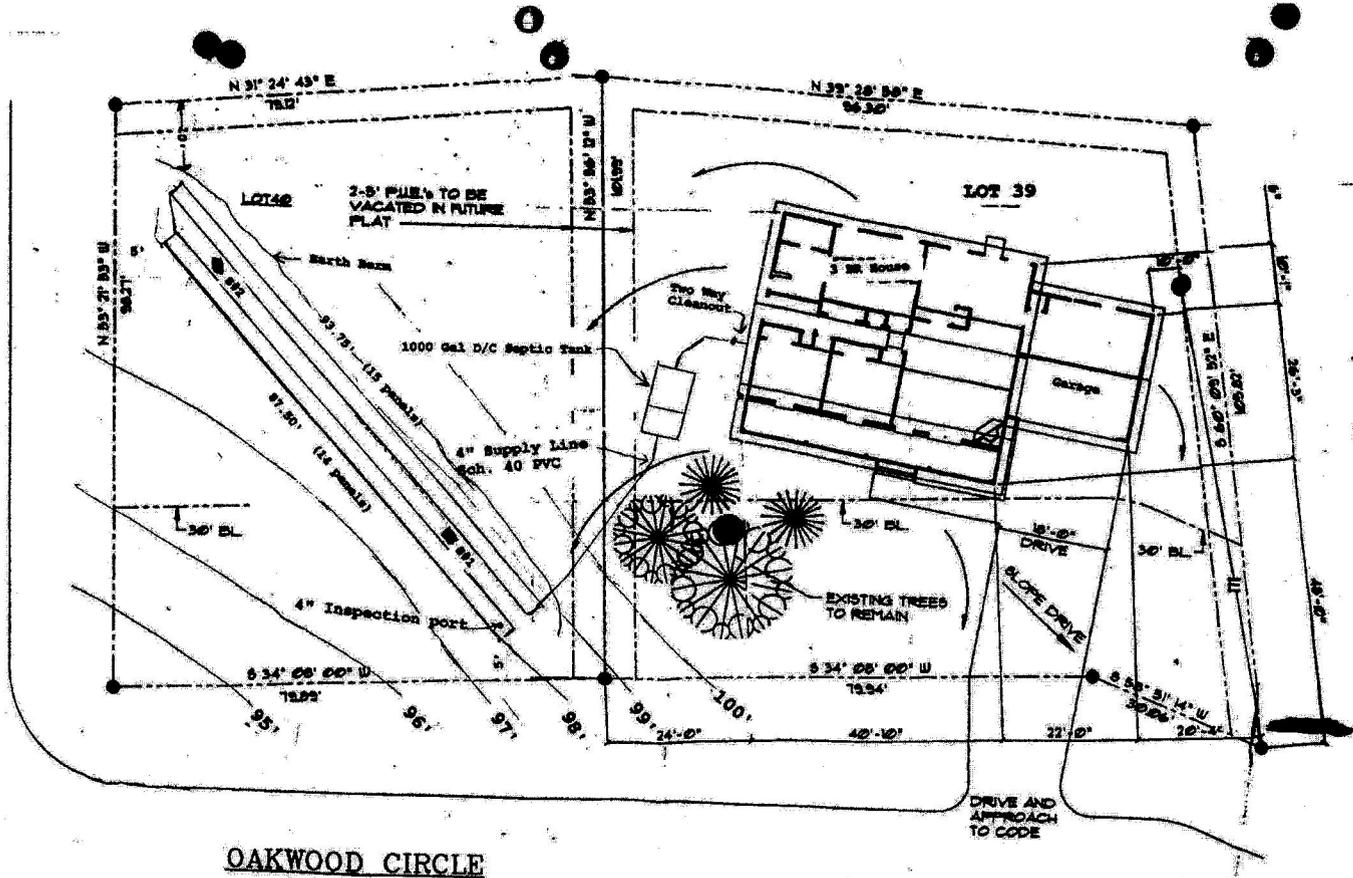
TO APPROVE THE VACATION OF TWO  
FIVE FOOT WIDE PUBLIC UTILITY  
EASEMENTS LOCATED ALONG THE  
COMMON LOT LINE OF LOTS 39 AND 40,  
BLOCK H OF HIGHLAND CREEK LAKES,  
SECTION 1 - A SUBDIVISION IN PRECINCT 3

A HEARING WILL BE HELD AT THE TRAVIS  
COUNTY COMMISSIONERS COURTROOM  
314 WEST 11TH STREET (FIRST FLOOR)  
AUSTIN, TX

FOR MORE INFORMATION CALL 854-9383



PANORAMA DRIVE



1.

Darcy Husband/Johnsey Hqs, Inc.  
Highland Creek Lakes Subd.  
Sec. 3, Hill N, Lots 39 and 40  
10812 Oakwood Circle, Dripping  
Springs, Travis County  
Feb., 2003

Scale: 1" = 20'

OAKWOOD CIRCLE

**LEGEND**

For Class III soil & Ra of 0.2  
using 240 gpd for 3 bedrooms with  
water saving devices.

**Leaching Chambers**

180 linear feet minimum required.

**TOTAL LINEAR FEET**

181.25 FEET (29 panels at 6.25' ea.)

Panels are connected by 4" solid pipes.

**TRENCHES (29 panels total)**  
3 ft wide (3 ft apart) 18-24" Deep

**MINIMUM DISTANCES FROM FIELD**

- 5 ft. to property line/assessments
- 10 ft. to water lines/unless sleeved
- 5 ft. to building foundation
- 25 ft. to a drop-off or bluff
- 100 ft. to a well
- 5 ft. to a pool or spa
- 75 ft. to a creek or river

Tank shall be 5' minimum distance  
to a building foundation and  
50 ft. minimum to any well.

**Soil Holes**





# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

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

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

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

**Sponsoring Court Member:** Commissioner Huber, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to authorize the filing of an instrument to vacate two five foot wide drainage easements located along the north and south lot lines of Lot 7, Block 48 of Austin Lake Hills, Section Three – Precinct Three.

**BACKGROUND/SUMMARY OF REQUEST:**

TNR staff has received a request to vacate two five foot wide drainage easements (DEs) located along the north and south lot lines of Lot 7, Block 49 of Austin Lake Hills, Section Three. The easements are dedicated per plat note as public utility and drainage easements. The subject lot fronts on a section of Lipan Trail that is maintained by Travis County.

Professional engineer Kimberle Geary has stated, and sealed, that:

"This letter is to certify that by vacating the drainage easements, as described on the enclosed survey and Exhibit A (metes and bounds description), no adverse or harmful events could occur. The drainage easements were written into the plat notes and have never been in use. Storm water flows to the draiange ditches along the streets."

After review of the submitted request and recommendation, Travis County engineer John Ellis has stated he has no objections to this vacation request. Staff foresees no opposition to this request.

**STAFF RECOMMENDATIONS:**

As of this memo staff has not received any inquiries in regards to this vacation request. The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends the vacation.

**ISSUES AND OPPORTUNITIES:**

The purpose of this request is to allow a replacement septic system be installed. The current system has failed. Vacating the subject easements will allow the new system be installed without encroaching into septic setbacks per septic regulations.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A.

**ATTACHMENTS/EXHIBITS:**

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

**REQUIRED AUTHORIZATIONS:**

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

**CC:**

Stacey Scheffel	Program Manager	TNR Permits	854-7565

**SM:AB:ps**

**1101 - Development Services - Austin Lake Hills, Section Three**

**ORDER OF VACATION**

**STATE OF TEXAS                    §**

**COUNTY OF TRAVIS   §**

WHEREAS, the property owner requests the vacation of two five foot wide drainage easements located along the north and south lot lines of Lot 7, Block 48 of Austin Lake Hills, Section Three as recorded at Book 13, Page 36 of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a sealed letter recommending the vacation of the subject drainage easements;

WHEREAS, a Travis County Engineer has stated that there is no objection to the vacation of the drainage easements as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject drainage easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on December 20, 2011 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide drainage easements located along the north and south lot lines of Lot 7, Block 48 of Austin Lake Hills, Section Three, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER KAREN HUBER  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

**CRICHTON AND ASSOCIATES, INC.**  
**LAND SURVEYORS**  
6448 HIGHWAY 290 EAST  
SUITE B-105  
AUSTIN, TX 78723  
512-244-3395 - PHONE  
512-244-9508 - FAX

**EXHIBIT "A"**  
**TWO 572 SQUARE FOOT**  
**EASEMENT VACATIONS**

**FIELD NOTES**

**FIELD NOTES FOR TWO TRACTS**

**TRACT 1 BEING 572 SQUARE FEET OUT OF A 5' DRAINAGE  
EASEMENT BOTH SHOWN ON LOT 7, BLOCK 48 AUSTIN LAKE  
HILLS SEC. III A SUBDIVISION RECORDED IN PLAT BOOK 13 PG. 36  
OF THE TRAVIS COUNTY, TEXAS PLAT RECORDS**

**TRACT 2 BEING 572 SQUARE FEET OUT OF A 5' DRAINAGE  
EASEMENT**

**SAID TRACTS BEING MORE PARTICULARLY DESCRIBED BY  
METES AND BOUNDS AS FOLLOWS:**

**TRACT 1**

BEGINNING at a point on the West R.O.W. of Lipan Trail being the East common corner of Lot 7 and Lot 6 Block 49 for the Northeast corner of said Lot 7 and the Northeast corner of this tract and the POINT OF BEGINNING.

THENCE S 61° 08' 00" W with the common line of said Lot 7 and Lot 6, 114.49 feet to a point for the Northwest corner of this tract.

THENCE through the interior of said Lot 7 the following two (2) courses:

- 1) S 28° 52' 00" E, 5.00 feet to a point on the common line of said Lot 7 and Lot 6 for the Southwest corner of this tract.
- 2) N 61° 08' 00" E, 114.49 feet to a point on the West R.O.W. of Lipan Trail for the Southeast corner of this tract.

THENCE N 28° 52' 00" W with the West R.O.W. of Lipan Trail, 5.00 feet to the POINT OF BEGINNING and containing 572 square feet more or less.

**TRACT 2**

BEGINNING at a point on the West R.O.W. of Lipan Trail being the East common corner of Lot 7 and Lot 8 Block 49 for the Southeast corner of said Lot 7 the Southeast corner of this and the POINT OF BEGINNING.

THENCE N 28° 52' 00" W with the West R.O.W. of Lipan Trail, 5.0 feet to a point for the Northeast corner of this tract.

THENCE through the interior of said Lot 7 the following two (2) courses:

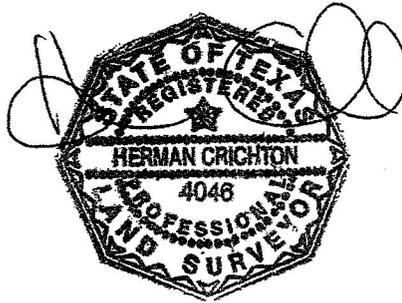
- 1) S 61° 08' 00" W, 114.49 feet to a point for the Northwest corner of this tract.
- 2) S 28° 52' 00" E, 5.00 feet to a point on the common line of said Lot 7 and 8 for the Southwest corner of this tract.

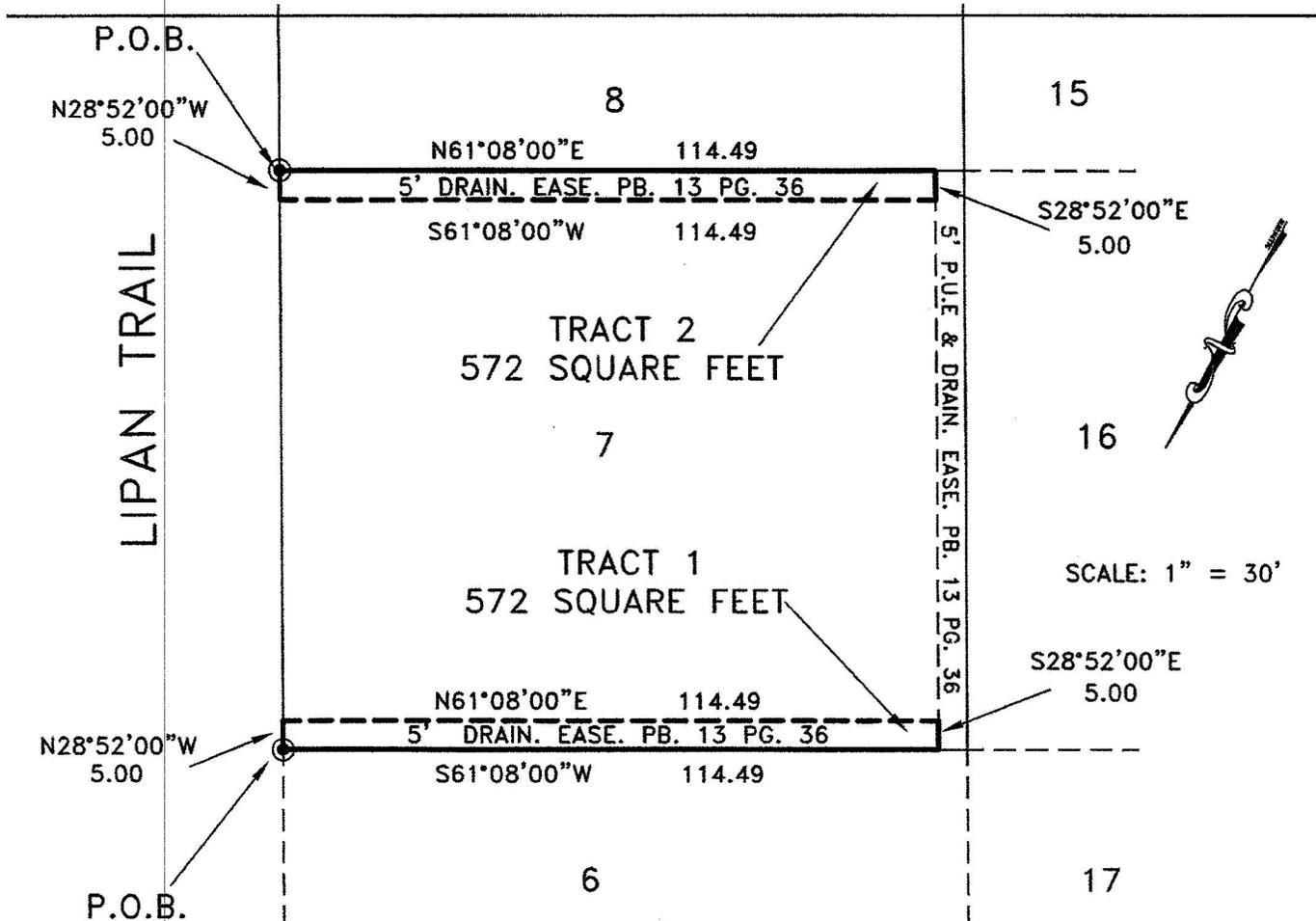
THENCE N 61° 08' 00" E with the common line of said Lot 7 and Lot 8, 114.49 feet to the POINT OF BEGINNING and containing 572 square feet more or less.

I hereby certify that the foregoing field notes were prepared from public records and does not represent a survey on the ground and are true and correct to the best of my knowledge and belief.

Witness my hand and seal June 17, 2009

Herman Crichton, R.P.L.S. 4046  
11\_406





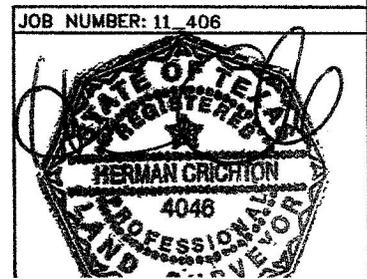
SKETCH TO ACCOMPANY FIELD NOTES FOR 2 TRACTS

TRACT 1 BEING 572 SQUARE FEET OUT OF A 5' DRAINAGE EASEMENT BOTH SHOWN ON LOT 7, BLOCK 48 AUSTIN LAKE HILLS SEC. III A SUBDIVISION RECORDED IN PLAT BOOK 13 PG. 36 OF THE TRAVIS COUNTY, TEXAS PLAT RECORDS.

TRACT 2 BEING 572 SQUARE FEET OUT OF A 5' DRAINAGE EASEMENT

**CRICHTON**  
 AND ASSOCIATES INC.  
 LAND SURVEYORS

6448 East Highway 290



## Kim Geary, P.E.

Post Office Box 3034, Austin, Texas 78764  
(512) 416-0217

October 31, 2011

Mr. Paul Scoggins  
Travis County TNR  
411 West 13<sup>th</sup> St.  
P. O. Box 1748  
Austin, Texas 78767

Re: Abandonment of Drainage Easements  
1008 Lipan Trail  
Austin, Tx 78733

Lot 7, Blk 48, Austin Lake Hills Sec. 3  
Travis County

Dear Mr. Scoggins,

This letter is to certify that by vacating the drainage easements, as described on the enclosed survey and Exhibit A (metes and bounds description), no adverse or harmful events could occur. The drainage easements were written into the plat notes and have never been in use. Storm water flows to the drainage ditches along the streets. Please note that we are only asking for abandonment of drainage easements on Lot 7 or Tract 1 as described by the surveyor. This lot is owned by Judy Brunson.

Your expeditions review of this request is greatly appreciated. **The septic system has failed on Lot 7 and must be replaced. A replacement system cannot be installed until these easements are abandoned.**

Sincerely,

*Kim Geary*



Brunson Residence  
1008 Lipan Trail  
Austin, TX 78733

Lot 7, Blk 48, Austin Lake Hills Sec 3  
Travis County

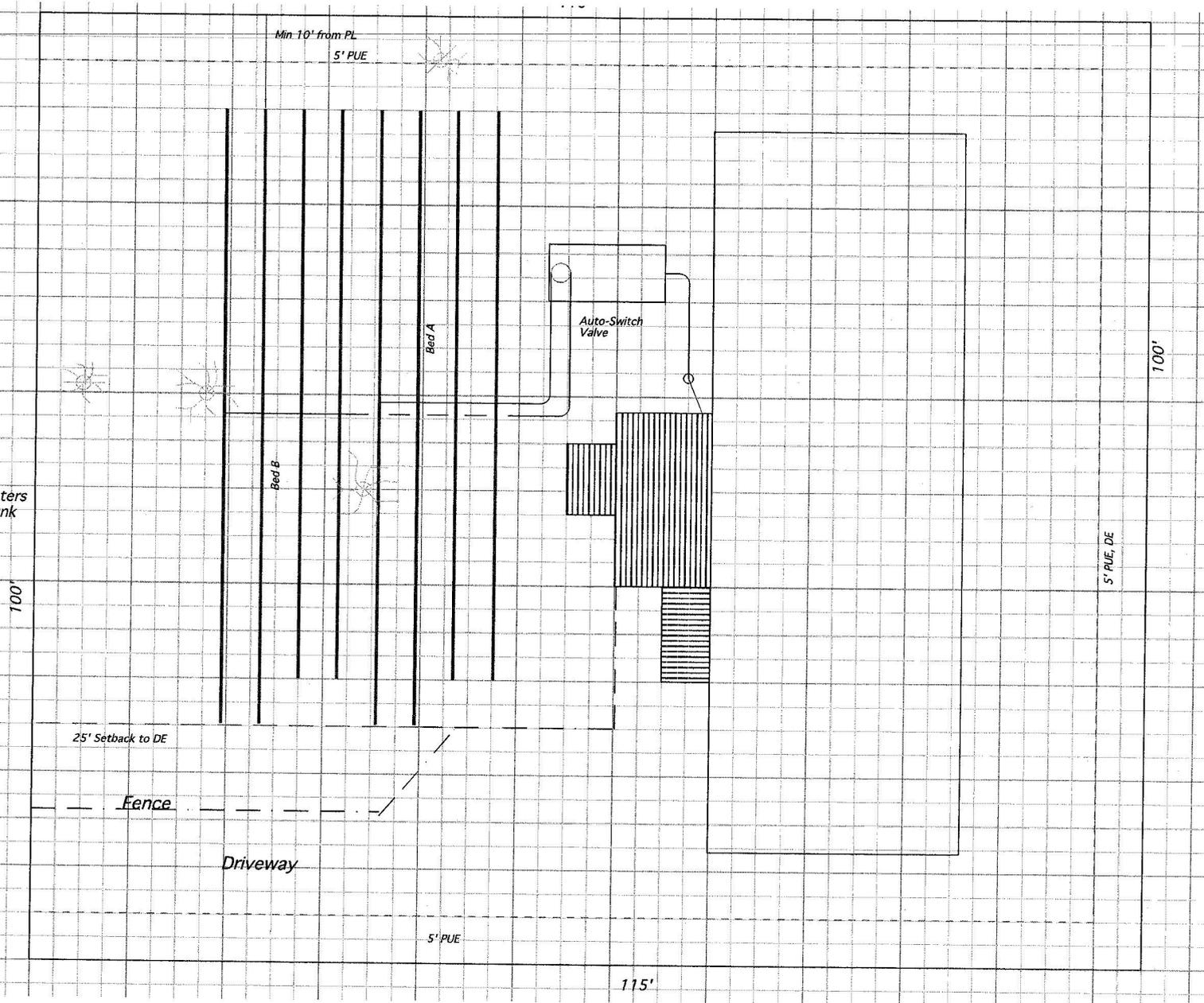
Kim Geary, P.E.  
Post Office Box 3034  
Austin, Texas 78764

512.416-0217

Replacement OSSF  
Low Pressure Dosed Trenches

Contractor's Notes:

- 500 LF of LPD Trenches
- 1 1/4" Laterals, 2" Supply Lines
- 12" - 18" Deep, 10" - 12" Wide, 4' - 5' Centers
- Convert AquaSafe Tank to Septic & Pump Tank



RECEIVED

NOV 29 2011

TNR



**TRANSPORTATION AND NATURAL RESOURCES**

**STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

**AFFIDAVIT OF POSTING**

**TO: County Judge  
County Commissioners  
Travis County, Texas**

A Public Notice of Vacation of two 5' wide drainage easements sign was posted on November 28, 2011, on the westerly side of Lipan Trail along the front lot line of Lot 7, Block 48 of Austin Lake Hills. Section Three at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 28 DAY OF November, 2011.

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

cc: Garcia (sign shop)

M:\PERMITS\Vacate\11DE\04-LipanTrail\SignRequest-LipanTr.doc



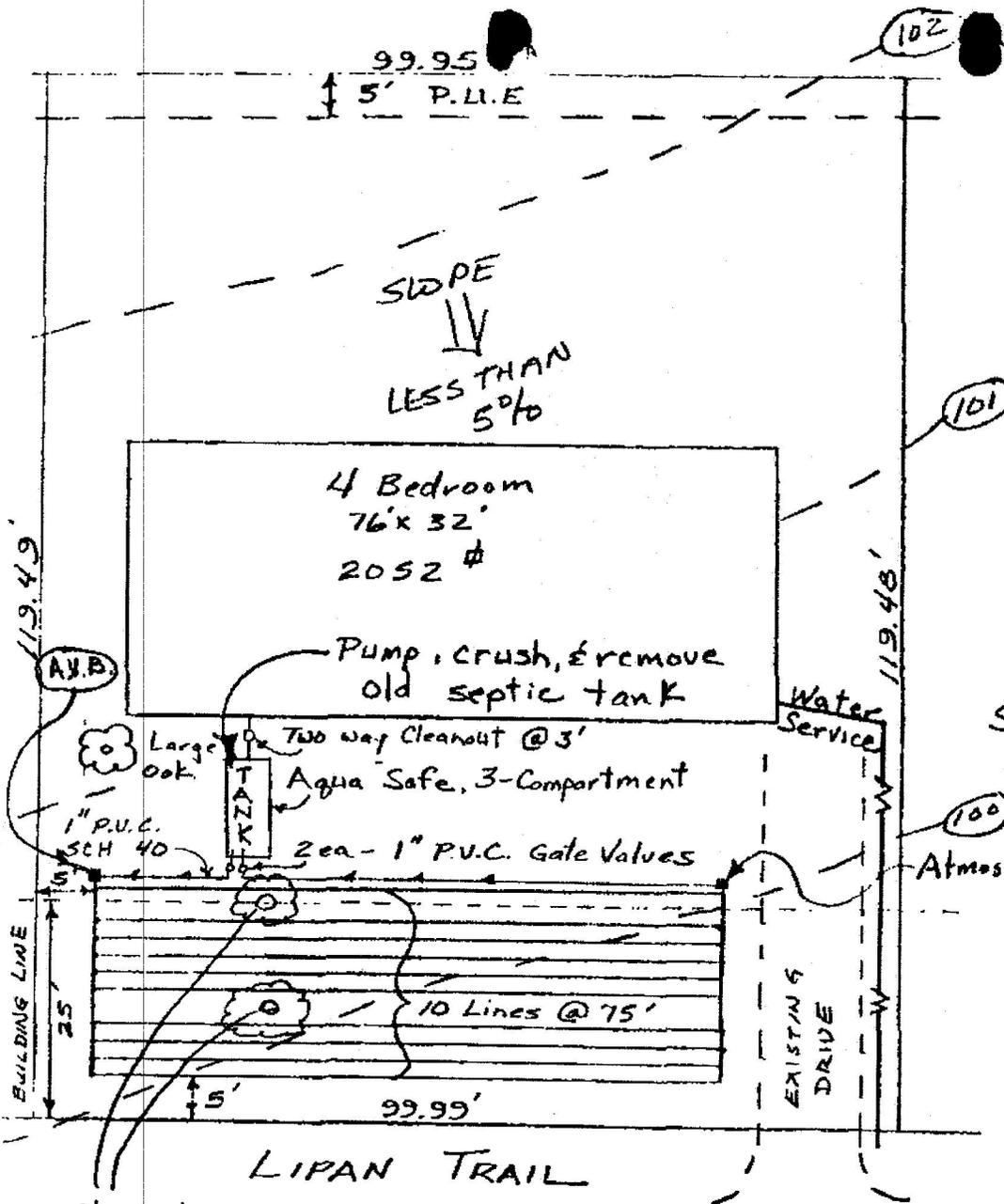
# NOTICE OF PUBLIC HEARING

DECEMBER 20, 2011, AT 9:00 AM  
DRAINAGE EASEMENT VACATION

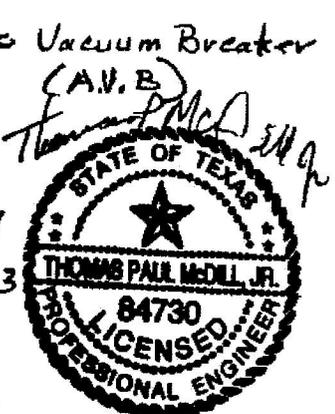
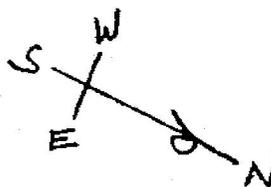
TO APPROVE THE VACATION OF THREE  
5' WIDE DRAINAGE EASEMENTS LOCATED  
ALONG THE SIDE AND REAR LOT LINES OF  
LOT 7, BLOCK 48 OF AUSTIN LAKE HILLS,  
SECTION THREE— A SUBDIVISION IN  
PRECINCT THREE

A HEARING WILL BE HELD AT THE TRAVIS  
COUNTY COMMISSIONERS COURTROOM  
314 WEST 11TH STREET (FIRST FLOOR)  
AUSTIN, TX

FOR MORE INFORMATION CALL 854-9383

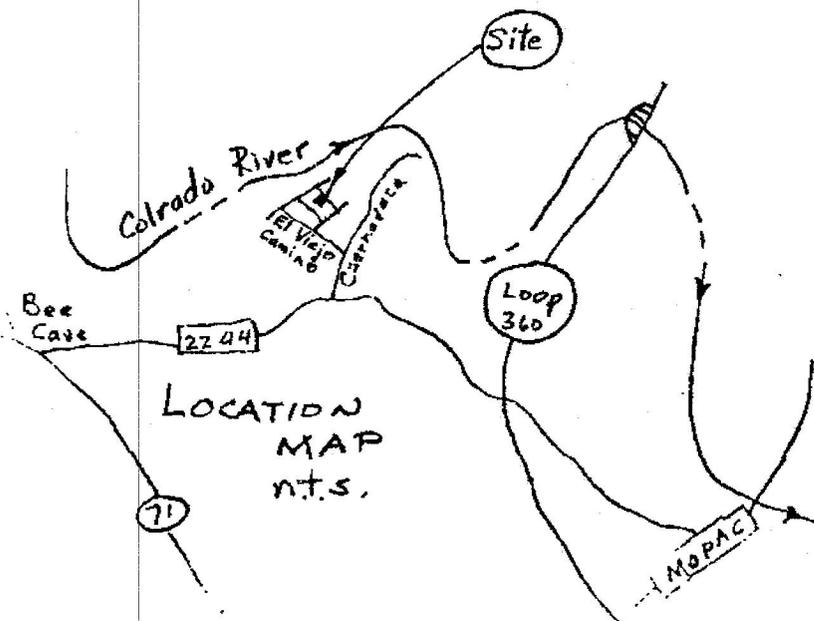


Scale: 1" = 20'



WORK LINES  
AROUND EXISTING  
OAK TREES

Note: No portion of the  
Drip Line Field will  
be within 10' of  
a water line



BRUNSON - OSSF
4 BEDROOM - AEROBIC DRIP
1008 LIPAN TRAIL
MCDILL ENGINEERING
10706 INDIAN SCOUT
AUSTIN, TX 78736
(512) 283-2392



Address **1008 Lipan Trail**  
**Austin, TX 78733**

Notes Request to vacate to five foot wide drainage easements located along the north and south lot lines of Lot 7, Block 48 of Austin Lake Hills, Section Three - a subdivision in Precinct Three, Commissioner Karen Huber.





**NOTICE OF  
PUBLIC HEARING**  
DECEMBER 20, 2011 AT 9:00 AM  
DRAINAGE EASEMENT VACATION

TO APPROVE THE VACATION OF THREE  
5' WIDE DRAINAGE EASEMENTS LOCATED  
ALONG THE SIDE AND REAR LOT LINES OF  
LOT 7, BLOCK 4B OF AUSTIN LAKE HILLS  
SECTION THREE - A SUBDIVISION IN  
PRECINCT THREE

A HEARING WILL BE HELD AT THE TRAVIS  
COUNTY COMMISSIONERS COURTROOM  
314 WEST 11TH STREET, FIRST FLOOR  
AUSTIN, TX  
FOR MORE INFORMATION CALL 854-9383

# Travis County Commissioners Court Agenda Request



**Meeting Date:** December 20, 2011

**Prepared By:** Daniel Perry **Phone #:** 263-9114

**Division Director/Manager:** Charles Bergh, Division Director Parks

*Carol B. Joseph for*

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

**Sponsoring Court Member:** Commissioner Eckhardt, Precinct Two

**AGENDA LANGUAGE:** Consider and take appropriate action regarding modifications to LCRA Buoy Permit #B00045 at Bob Wentz Park at Windy Point in Precinct Two.

## **BACKGROUND/SUMMARY OF REQUEST:**

Windy Point is a geological location on Lake Travis, in Precinct Two. It is comprised of two separate parks, Windy Point Park, which is owned and operated by Robert Barstow, and Bob Wentz Park at Windy Point which is owned by LCRA and Travis County and is managed and operated by Travis County.

In June 1990, Travis County requested, and was granted, a buoy permit that adopted regulations at Windy Point on Lake Travis which would limit the operation of motor-propelled watercraft in the vicinity of Bob Wentz Park and would designate sail areas only. This request was in accordance with the Travis County Master Plan for Bob Wentz Park. The permit designated the the entire surface waters adjacent to Windy Point, which included the waters adjacent to the privately owned and operated Windy Point Park.

In the summer of 2011, Windy Point Park requested that they be issued a separate buoy permit for the waters located along its shoreline to allow motorized watercraft is designated areas, significantly modifying the permit that was in place. Their request was granted.

This request is to modify the current bouy permit, #B00045, to include only the waters ajacent to Bob Wentz Park and not include the waters in front of the private Windy Point Park that now have a new separate permit. All the currently adopted restrictions for permit #B00045 would remain as stated in the current permit.

## **STAFF RECOMMENDATIONS:**

Staff recommends modification of this permit.

## **ISSUES AND OPPORTUNITIES:**

Modifying the existing permit clarifies any regulatory issues related to the restricted waters off Windy Point, especially where the new private Windy Point Park buoy permit overlaps the current Bob Wentz Park buoy permit.

Travis County will still have the authority to separate motorized watercraft from swimmers and sailors, thereby minimizing potential water related accidents at Bob Wentz Park at Windy Point.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

By modifying buoy permit B00045, the County will no longer be responsible for any costs associated maintaining the buoys along the private Windy Point Park.

### **ATTACHMENTS/EXHIBITS:**

Buoy Permit B00045 (modified 2011)  
 Bouy Permit B00045 (original, 1990)  
 Park Map with buoy designations (B00045 Map)

### **REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
John Hille	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Division Director	Parks	854-9408
Jim Richardson	Manager - Water Surface Management	LCRA	473-3200
Tim Bradle	Coordinator - Water Surface Management	LCRA	473-3200

### **CC:**

Daniel Chapman	Chief Park Ranger	Parks	263-9114
Daniel Perry	District Park Manager	Parks	263-9114
Jason Just	Park Supervisor	Parks	266-3876
Robert Armistead	Division Manager	Parks	854-9831

: :  
**0701 - Parks Planning -**



**RECEIVED**

**NOV 18 2011**

**TNR**

November 17, 2011

Mr. Dan Perry, District Manager  
Travis County Parks  
Post Office Box 1748  
Austin, Texas 78767

Dear Mr. Perry:

Enclosed please find three (3) copies of the LCRA permit (# B00045) modifying the configuration of the restricted areas and placement of regulatory buoys adjacent to Bob Wentz Park at Windy Point on the surface of Lake Travis. If the terms and conditions of this permit are satisfactory, please indicate by signing and returning all copies to me at the letterhead address.

Upon our receipt of the signed permit, we will finish processing it and you will be sent two of the originals for your files. If you have any questions or need further assistance in this matter, please contact me at (512) 473-3200, extension 6841.

Sincerely,

A handwritten signature in black ink that reads 'Tim Bradle'. The signature is written in a cursive, flowing style.

Tim Bradle, Coordinator  
Lake Recreation Management  
Water Surface Management

Enclosures

**LOWER COLORADO RIVER AUTHORITY  
BUOY PERMIT NUMBER B00045**

The Lower Colorado River Authority (hereinafter called LCRA) hereby authorizes:

**Travis County  
Transportation & Natural Resources  
1010 Lavaca, Suite 300  
Austin, Texas 78767-1748**

(hereinafter called Permittee)

**To: Place water safety regulatory buoys on the water surface of Lake Travis to establish three (3) water safety control areas in accordance with Order No. 90-110 (Attachment B), issued June 21, 1990 by the LCRA Board of Directors. One area will prohibit the use of motorized watercraft (no motorboats); one area will be a "swim area" (boats keep out); and the third area will be a "no wake area" for the purpose of allowing controlled ingress and egress of motorized watercraft.**

**At: The water surface adjacent to Bob Wentz Park at Windy Point on Lake Travis within the areas as shown on the attached map (Attachment A).**

In accordance with the plans, drawings, maps, correspondence and/or other materials which are attached hereto and made a part of this permit.

This permit is subject to the following conditions:

**I. General Conditions:**

- A. Permittee is acting independently and not as an agent, employee or representative of LCRA.
- B. This permit does not convey any property rights, either in real estate or materials, or any exclusive privileges nor does it authorize any injury to property or invasion of rights.
- C. Permittee shall at all times observe and comply with all applicable Federal, State and local laws, ordinances and regulations.
- D. Permittee acknowledges that it has received a copy of the "Use Regulations for Land and Water Under the Jurisdiction of the Lower Colorado River Authority" and such other rules, regulations and ordinances as may be adopted by LCRA's Board of Directors, and hereby agrees that it shall abide by same, as applicable.
- E. Permittee understands that LCRA has constructed and is operating and maintaining certain dams across the Colorado River and its tributaries. LCRA reserves the right to use the property owned by it in fee-simple or on which it has flowage easements for any legal purpose that it sees fit in the operation and maintenance of its dams and reservoirs. LCRA makes no guarantee that the level of any lake operated and maintained by it will be retained at any specific level for any particular time, it being fully understood by Permittee that lake levels will vary as a result of LCRA's operation of its dams or the Colorado River. LCRA specifically reserves the right and privilege to inundate with water at any time and as many times as LCRA may see fit, all or any part of the land covered by this permit without any liability on the part of LCRA to Permittee for making such use of said property, or any part thereof.
- F. This permit shall not authorize Permittee to discharge or allow to be discharged any material or waste of any kind, except for fill or other material approved by this permit, and for which he has previously obtained all required permits from the U.S. Army Corps of Engineers, the Texas Commission on Environmental Quality and any other regulatory agency, into the waters of any LCRA lake and agrees to abide by all rules, regulations, ordinances or other laws relating to the maintenance of water quality in said lakes as established by LCRA and other Federal, State and local agencies with jurisdiction over same.
- G. Permittee agrees that LCRA, its successors, agents, employees, representatives and assigns shall have the right to make periodic inspections in order to assure that the structure, activity or use authorized by this permit is in accordance with the terms and conditions prescribed herein.
- H. This permit authorizes only the structure, activity or use specifically identified herein. All others shall constitute a violation of the terms and conditions of the permit which may result in the modification, suspension or revocation of this permit, in whole or in part and in the institution of such administrative or legal proceedings as LCRA may consider appropriate.

- I. This permit may be summarily suspended in whole or in part, upon a finding by LCRA that immediate suspension of the structure, activity or use authorized herein would be in the public interest. After a full investigation, the permit with either be reinstated, modified or revoked. The suspension, modification or revocation of this permit shall not be the basis for any claim of damages against LCRA.
- J. This permit may not be transferred to a third party without prior written permission from LCRA.
- K. In issuing this permit, LCRA has relied on the information and data which Permittee has provided in connection with his permit application. If subsequent to the issuance of this permit, such information and data prove to be false, incomplete or inaccurate, this permit may be modified, suspended or revoked in whole or in part.

**II. Special Conditions** (conditions relating specifically to the proposed structure, activity or use authorized by this permit):

- 1) All buoys placed on LCRA waters must be United States Coast Guard approved and comply with the Uniform State Waterway Buoy Marking System as referenced in Chapter 55.304, Texas Water Safety Act. All buoys shall be marked with a three (3) inch white or silver reflective band positioned as close to the top of the buoy as practicable.
- 2) The restricted areas illustrated in Attachment A shall not exceed 200 feet beyond the shoreline and must not extend beyond the boundary lines of the Permittee's property including beyond the western edge of the Permittee's Fisher Reserve tract, as depicted on Attachment A.
- 3) The purchase, placement and maintenance of the buoys identified in this permit are the sole responsibility of the Permittee. Failure to maintain any restricted area buoys could result in the revocation of this permit. Buoys and associated hardware must not present a hazard to navigation.
- 4) The identification number **B00045** must be placed on the buoys using black lettering at least one (1) inch in size and shall be located on the white or silver reflective band on the top side of each buoy for easy identification.
- 5) This permit does not authorize any exemptions or waivers to the requirements of any other rules or regulations imposed by LCRA or any other governmental entity.
- 6) This permit does not grant any special permission for the use by the Permittee of any real property owned by third parties. LCRA does not assume any responsibility or liability for the Permittee's use of any property owned by third parties.
- 7) All conditions and requirements of this permit shall be binding upon successors and assigns of this permit.
- 8) If any of these conditions are found to be invalid for any reason, this shall not affect the validity of this permit, as a whole or any part thereof other than the conditions so declared invalid.
- 9) This LCRA permit supersedes and modifies the LCRA Buoy Permit **B00045** issued on June 24, 1993.

**AUTHORIZATION**

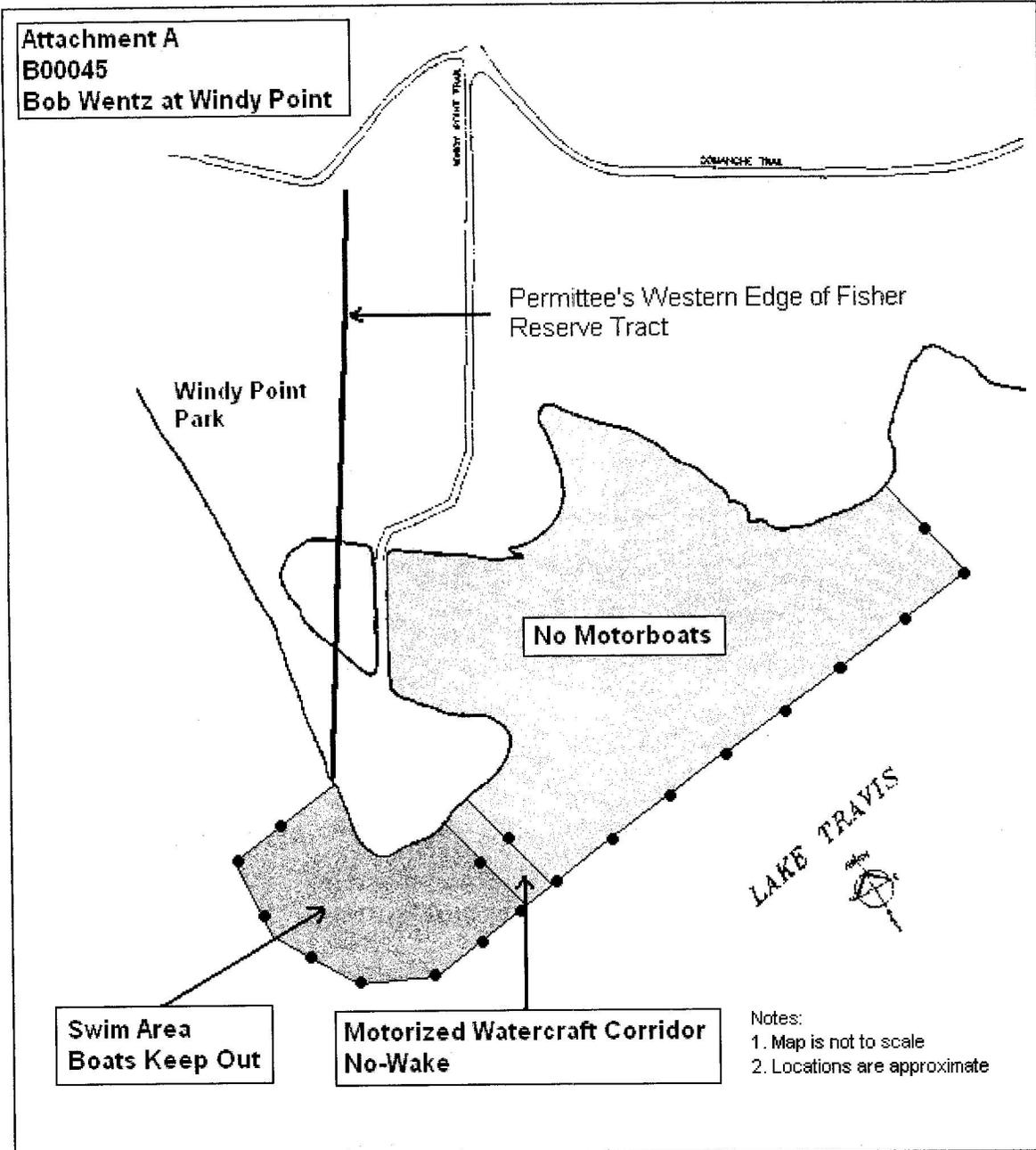
Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

\_\_\_\_\_  
PERMITTEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LOWER COLORADO RIVER AUTHORITY

\_\_\_\_\_  
DATE



Attachment B

No. 90-110

Buoy Permit B00045

O R D E R

WHEREAS, the Lower Colorado River Authority (LCRA) has been requested by Travis County (County) to adopt regulations at Windy Point on Lake Travis which would limit the operation of motor-propelled watercraft in the vicinity of Wentz Park and would designate sail only areas;

WHEREAS, previous Resolution Nos. 8918, 9506 and 84-54 have designated "Swim Areas", "No Wake Areas" or "Danger Areas" at Windy Point;

WHEREAS, the County has requested that the previously designated areas at Windy Point, Lake Travis be amended and redesignated in accordance herewith and with their proposed master plan for Bob Wentz Park;

WHEREAS, Section 2(t) of the LCRA Act and Section 31.092 of the Texas Parks and Wildlife Code gives LCRA the authority to control surface uses of the Highland Lakes for water safety and to designate separate areas of the lake for fishing, boating, swimming or other uses;

WHEREAS, LCRA finds that continued congestion and intermingled use of motor-propelled watercraft with sailcraft and/or swimmers poses a substantial risk to the health and safety of the public utilizing Bob Wentz Park at Windy Point on Lake Travis;

WHEREAS, expansion of Bob Wentz Park in accordance with the Travis County Master Plan may further increase the congestion created by multiple uses of park lands and shorelines;

WHEREAS, it is the desire of this Board to enhance the interests of public safety whenever possible and to cooperate with Travis County and other political entities involved in promotion of public safety on and along the reservoirs impounded by the Authority;

NOW THEREFORE BE IT RESOLVED AND ORDERED by the Board of Directors for the Lower Colorado River Authority;

Section 1: That the areas described below on Lake Travis at Windy Point, Travis County, Texas shall be and are hereby designated as "Swim Area" or "No Wake Area" or "Non Motor-Propelled Watercraft Area" pursuant to the authority of Section 2(t) of the LCRA Act and Section 31.092 of the Texas Parks and Wildlife Code and are identified as follows:

- I. Restricted Swim Areas - All of the water in an area approximately 200' out from the waters edge of Windy Point to include approximately 750' of privately

owned shorefront.

II. No Wake Areas - All of the water surface in a channel being approximately 50' in width and 200' in length situated between the Restricted Swim Area and the Swimming/Sailing Area as defined herein.

III. Non Motor-Propelled Watercraft Only (Sail Only Areas) - All of the water surface in an area from approximately 200' out from the water's edge of Windy Point and following a straight line in an Easterly Direction to a point approximately 200' out from the waters edge of the East Property line of the Bob Wentz Park at Windy Point, said area to include the park's boat ramp.

Section 2: That the LCRA staff is hereby delegated the authority to amend, from time to time, the size and location of the areas designated above, to describe the size and color of buoy locations, to apply appropriate signage as needed, to prohibit standing, anchoring or mooring of watercraft or vehicles within "No Wake" or "Non Motor-Propelled Watercraft Only (Sail Only Areas)" and to do any other act necessary to conform with the intent of this resolution and order, and to further the interest of public health and safety;

Section 3: That all persons violating this order could be assessed a penalty of not less than \$25.00 or more than \$500.00 in accordance with Section 31.127 of the Texas Parks and Wildlife Code; and

Section 4: That all prior resolutions or orders previously adopted as referenced above are hereby amended to the extent that they are inconsistent herewith, but such orders or resolutions are not amended to the extent that they designate "Swimming Areas," "No Wake Areas," etc. at sites or locations outside of Windy Point, Lake Travis, Travis County, Texas.

Section 5: That this Order shall take effect immediately upon the date of passage.

Passed, Approved, and Ordered June 21, 1990.

ATTEST: Glen E. Taylor  
Staff Secretary to the Board

[Signature]  
Deputy General Manager

APPROVED AS TO FORM:

Glen E. Taylor  
General Counsel



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By:** John Carr **Phone #:** 854-4772

**Director/Manager:** Roger A. El Khoury, M.S., P.E., Director, FMD

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

**Sponsoring Court Members:** County Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action on request for approval of new license agreements with the Travis County Credit Union for replacement and operation of Automated Teller Machines at the Criminal Justice Center and the Office of the Travis County Tax Assessor-Collector.

### **BACKGROUND/SUMMARY OF REQUEST:**

Previously, the Travis County Credit Union has had license agreements with Travis County to install and operate Automated Teller Machines (ATMs) at three County owned locations. Specifically, the lobby of the Blackwell-Thurman Criminal Justice Center, the lobby of the Tax Assessor-Collector office and at the Precinct Three Office Building. On October 27, 2011, Mr. Wayne Watters, President of the Travis County Credit Union contacted Facilities Management Department (FMD) and advised that they wished to remove the ATM machine at the Precinct Three Office Building. Mr. Watters also advised that they would like to continue providing ATM service at the other two locations, but that they would need to replace the existing machines with new machines to comply with new Americans with Disability Act (ADA) requirements. Mr. Watters in a telephone conversation indicated that the Credit Union could not economically justify the expense of providing a new ADA compliant ATM at the Precinct Three Building and that they would remove their existing machine on January 3, 2012. Mr. Watters did confirm that the Credit Union would be responsible for restoration of any damages to the facility that resulted from this removal.

The new license agreements for the two remaining machines will be for the period of January 2012 through December 2015. The Credit Union has provided proof of the appropriate insurance coverage and will pay the County \$250 per year for each location to cover the cost of the utilities for the ATMs. The ATMs are a convenience for Travis County employees and taxpayers and Travis County Credit Union members are not charged a fee for use of the machines.

**STAFF RECOMMENDATIONS:**

Facilities Management Department (FMD) recommends approval of the license agreements between Travis County and the Travis County Credit Union for operation of the ATMs located at the Criminal Justice Center and the Travis County Tax Assessor-Collector.

**ISSUES AND OPPORTUNITIES:**

Facilities Management Department collaborated with Ms. Tenley Aldredge with the County Attorney’s Office on the attached new license agreements. Mr. Wayne Samson, Chairman of the Board of Directors of the Travis County Credit Union has signed both agreements. There are no financial or legal issues that would impact approval of these replacement agreements.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

FY 12 impact is \$500 in revenue to offset utility costs for the two ATMs.

**ATTACHMENTS/EXHIBITS:**

1. License Agreement for CJC location
2. License Agreement for Tax Assessor-Collector location

**REQUIRED AUTHORIZATIONS:**

Steve Manilla	County Executive	TNR	854-9429
Tenley Aldredge	Assistant County Attorney	County Attorney	854-9415

CC:




(the "Director"). In the event the Director determines that the ATM must be relocated, CREDIT UNION shall cooperate with and assist COUNTY with such relocation.

1.2 Payment of Electrical Current Costs. CREDIT UNION shall pay to COUNTY, within ten (10) days of approval of this Agreement by the Travis County Commissioners Court, the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) covering electrical current costs from January through December of each calendar year in which this Agreement remains in effect. CREDIT UNION shall provide to County, on or before January 1 of each year, a payment for electrical current in the amount of \$250.00 per year. This cost is subject to change due to increased projected electrical costs. CREDIT UNION will be given sixty (60) days notice if such an increase will occur.

1.3 Use of Machines. CREDIT UNION shall provide an ATM equivalent in equivalent functionality and design as that described in the document attached hereto as Exhibit A and incorporated herein. Travis County Credit Union members shall not be charged for use of the ATM.

1.4 Signage.

(a) CREDIT UNION shall continue to maintain signage, as approved by the Director, which shall state the rates for available services, instructions regarding ATM use and a number to call if difficulty in use of the ATM occurs.

(b) In addition, CREDIT UNION shall comply with all notification and disclosure requirements regarding user fees, basic safety precautions, establishment of new service facilities, and any other subject matter requiring such notice or disclosure stated in applicable state and federal laws and regulations.

1.5 Insurance.

(a) CREDIT UNION shall maintain Comprehensive General Liability Insurance written on a standard ISO form in the amount of \$100,000.00 per occurrence/\$300,000.00 annual aggregate during the term of this Agreement. Travis County shall be named as an additional insured to such policy. CREDIT UNION, during installation and services of the ATM, shall have statutorily required workmen compensation and employer's liability coverage. CREDIT UNION will provide a certificate of insurance evidencing the required coverage, to the Director of Facilities Management, at least ten days prior to installation of ATM.

(b) CREDIT UNION shall not cause any insurance to be canceled nor permit any insurance to lapse.

1.6 Repairs. Should the ATM require service or repairs, CREDIT UNION shall make its best efforts to do such service or repair, during normal business hours, as quickly and efficiently as practicable.

1.7 Security.

(a) CREDIT UNION shall retain responsibility for security of the ATM and its servicing and repair and any individuals to perform such service. COUNTY SHALL IN NO WAY BE CONSIDERED THE AGENT OF CREDIT UNION FOR SECURITY OR SERVICE NEEDS.

(b) CREDIT UNION shall be responsible for compliance with all applicable federal and state laws governing operation of electronic terminals by credit unions, including without limitation any safety and soundness requirements, standards or regulations provided in the Texas Credit Union Act, the Federal Credit Union Act, the Texas Finance Code and the Texas Administrative Code.

1.8 Responsibility. Should any false or fraudulent transactions occur, CREDIT UNION shall retain full responsibility for response and correction for such transaction.

2.0 Term.

This Agreement shall be effective as of the date approved by the Travis County Commissioners Court and shall remain in effect through December, 2015.

3.0 PERMITS

3.1 CREDIT UNION shall be solely responsible for the costs and the securing of any permits required by any other local governmental entities for use of the County Property licensed under this Agreement.

3.2 CREDIT UNION ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE COUNTY PROPERTY LICENSED HEREUNDER PRIOR TO EXECUTION OF THIS AGREEMENT, CREDIT UNION IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. CREDIT UNION AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE

PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. CREDIT UNION FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY COUNTY AND ACCEPTED BY CREDIT UNION IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY CREDIT UNION SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND CREDIT UNION. CREDIT UNION HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

#### 4.0 Termination

4.1 COUNTY reserves the right to terminate this Agreement for the following reasons:

(a) Termination for cause, with sixty (60) days written notice to CREDIT UNION: Cause shall include, but not be limited to, non-service of the ATM, unreasonably high number of complaints from customers, or non-payment of the electrical charge;

(b) Termination due to space requirements: COUNTY reserves the right to terminate this Agreement upon six (6) months notice upon the occurrence of any space utilization requirement for the building in which the ATM is placed;

(c) Termination for convenience, upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order.

4.2 CREDIT UNION may terminate this Agreement, for any reason, upon sixty (60) days written notice to COUNTY.

#### 5.0 Miscellaneous.

5.1. If for any reason any portion of this Agreement is held to be invalid or illegal, such invalidity or illegality shall not affect or prejudice any other portion of this Agreement and this Agreement shall be construed as if such invalid or illegal portion had never been a part of this Agreement.

5.2 COUNTY and CREDIT UNION respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives to such other party with

respect to all covenants of this Agreement. CREDIT UNION shall not assign this Agreement without prior written consent of the COUNTY.

5.3 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

5.4 This Agreement may be amended only by written instrument signed by both COUNTY and CREDIT UNION. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT UPON SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

5.5. If CREDIT UNION is required or desires to use any design, device, materials, or process covered by letters and patent or copyright, it shall provide for such uses by suitable agreement with the patentee or owner. CREDIT UNION SHALL INDEMNIFY AND SAVE HARMLESS COUNTY FROM ANY AND ALL CLAIMS FOR INFRINGEMENT BY REASON OF THE USE OF ANY PATENTED DESIGNS, DEVICE, MATERIALS, OR PROCESS, OR ANY TRADEMARK OR COPYRIGHT USED IN CONNECTION WITH THIS AGREEMENT.

**5.6. CREDIT UNION SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND COUNTY'S OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CREDIT UNION'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS OCCURRING DURING THE TERM OF THIS AGREEMENT WHETHER WHOLLY OR PARTIALLY THE FAULT OF CREDIT UNION.**

5.7. Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

CREDIT UNION:

Travis County Credit Union  
1101 N. IH - 35  
Austin, Texas 78705 - 1901

COUNTY:

Roger A. El Khoury, M.S., P.E. (or his successor)  
Director, Travis County Facilities Management Dept.  
P.O. Box 1748  
Austin, Texas 78767

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

5.9. Time is of the essence with respect to this Agreement.

5.10 The parties hereby approve, confirm, and ratify the continued placement and operation of an ATM in its current location, and receipt of maintenance services that have occurred since expiration of the preexisting license agreement, and agree that this Agreement represents the entire and integrated agreement between COUNTY and CREDIT UNION and supersedes all prior negotiations, representations, or agreements, either oral or written.

APPROVED and ENTERED into this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Travis County Credit Union

By:   
Wayne Samson  
Chairman of the Board of Directors

**Exhibit A**  
**Description of ATM**

### System Control

- ARM v7 Cortex A8
- Microsoft® Windows CE 6.0

### Customer Display

- 10.2" TFT LCD

### Communication

- TCP/IP (SSL configurable)

#### Optional

- Dial-up

### Input Type

- 4x2 touch function keys

#### Optional

- 10.2" TFT touch screen with vibrating feedback

### Languages

- English
- Spanish
- French

### Card Handling

- Dip-type card reader

#### Optional

- IC card reader EMV Level 1, 2 compliant

### Cash Dispensing

- 1,000 or 2,000-note removable cassette  
Up to Three cassettes

### Printers

- 80 mm graphical thermal receipt printer

### Security

- UL Business Hour safe
- Mechanical combination lock
- Security Options
  - UL Level 1 safe
  - Electronic safe lock
  - KABA Mas Cencon safe lock

### Power Supply

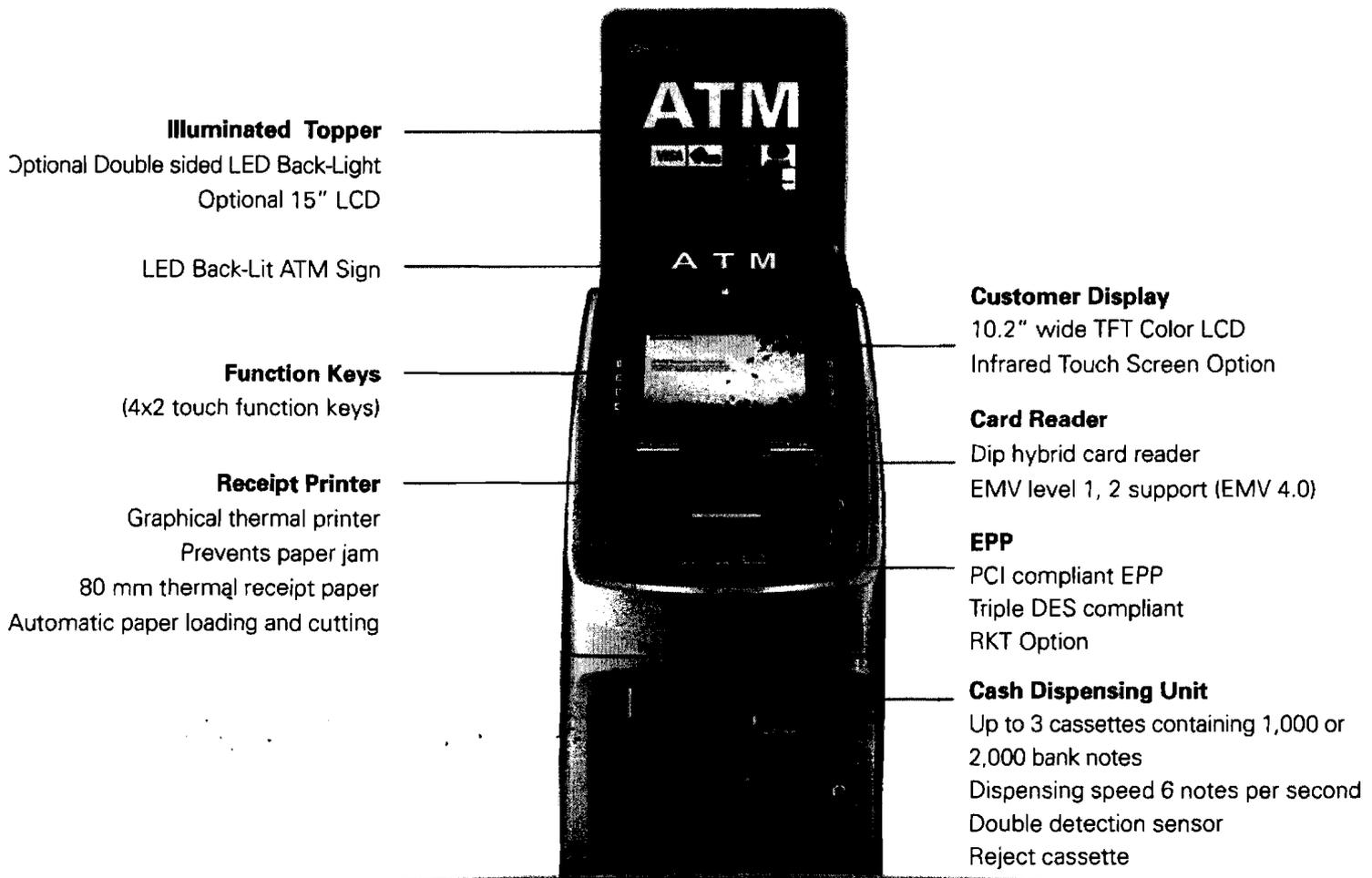
- AC 110–230V, 50–60 Hz

### Operating Environment

- Temperature: -32°F–104°F
- Humidity: 25%–85%

### Dimension and Weight

- Height: 52.3" (1,328 mm)
- With Topper: 66.3" (1,685 mm)
- Width: 15.7" (400 mm)
- Depth: 18.4" (468 mm)
- Weight: 265 lbs (120 kg)



### Illuminated Topper

Optional Double sided LED Back-Light  
Optional 15" LCD

LED Back-Lit ATM Sign

### Function Keys

(4x2 touch function keys)

### Receipt Printer

Graphical thermal printer  
Prevents paper jam  
80 mm thermal receipt paper  
Automatic paper loading and cutting

### Customer Display

10.2" wide TFT Color LCD  
Infrared Touch Screen Option

### Card Reader

Dip hybrid card reader  
EMV level 1, 2 support (EMV 4.0)

### EPP

PCI compliant EPP  
Triple DES compliant  
RKT Option

### Cash Dispensing Unit

Up to 3 cassettes containing 1,000 or  
2,000 bank notes  
Dispensing speed 6 notes per second  
Double detection sensor  
Reject cassette

ORIGINAL

LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND TRAVIS COUNTY CREDIT UNION  
FOR OPERATION OF AUTOMATED TELLER MACHINE IN THE OFFICE OF THE  
TRAVIS COUNTY TAX ASSESSOR-COLLECTOR

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS               §

This License Agreement for Operation of Automated Teller Machine in the Office of the Travis County Tax Assessor-Collector (this "Agreement") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas ("COUNTY") and the Travis County Credit Union, a nonprofit financial institution authorized to do and doing business in the State of Texas ("CREDIT UNION").

WHEREAS, CREDIT UNION has authority to install an Automated Teller Machine ("ATM") pursuant to Chapter 91 of the Texas Administrative Code and, pursuant to a preexisting license agreement that expired on its terms, CREDIT UNION did so install an ATM in the Office of the Travis County Tax Assessor-Collector ("Tax Office"), which has continued to operate in the current Tax Office location; and

WHEREAS, the ATM is, and would continue to be, a convenience for Travis County employees and for Travis County taxpayers; and

WHEREAS, COUNTY desires by this Agreement: (i) to allow the CREDIT UNION to replace the existing ATM with an updated, ADA-compatible machine in the Tax Office; (ii) to ratify continuation of such ATM operation and of the parties' continuing fulfillment of their license agreement obligations since expiration of the preexisting license agreement; and (iii) to grant CREDIT UNION permission to operate and maintain the ATM pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and payments set forth herein, the amount and sufficiency of which are acknowledged, COUNTY and CREDIT UNION agree as follows:

1. Credit Union Obligations.

1.1 Location. COUNTY grants to CREDIT UNION a license whereby the existing electronic, unmanned ATM may be replaced with an updated, ADA-compatible machine in the current location, namely: the office of the Travis County Tax Assessor-Collector located at 5501 Airport Blvd., Austin, provided this location continues to be acceptable to the Director of the Travis County Facilities Management Department (the

"Director"). In the event the Director determines that the ATM must be relocated, CREDIT UNION shall cooperate with and assist COUNTY with such relocation.

1.2 Payment of Electrical Current Costs. CREDIT UNION shall pay to COUNTY, within ten (10) days of approval of this Agreement by the Travis County Commissioners Court, the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) covering electrical current costs from January through December of each calendar year in which this Agreement remains in effect. CREDIT UNION shall provide to County, on or before January 1 of each year, a payment for electrical current in the amount of \$250.00 per year. This cost is subject to change due to increased projected electrical costs. CREDIT UNION will be given sixty (60) days notice if such an increase will occur.

1.3 Use of Machines. CREDIT UNION shall provide an ATM equivalent in equivalent functionality and design as that described in the document attached hereto as Exhibit A and incorporated herein. Travis County Credit Union members shall not be charged for use of the ATM.

1.4 Signage.

(a) CREDIT UNION shall continue to maintain signage, as approved by the Director, which shall state the rates for available services, instructions regarding ATM use and a number to call if difficulty in use of the ATM occurs.

(b) In addition, CREDIT UNION shall comply with all notification and disclosure requirements regarding user fees, basic safety precautions, establishment of new service facilities, and any other subject matter requiring such notice or disclosure stated in applicable state and federal laws and regulations.

1.5 Insurance.

(a) CREDIT UNION shall maintain Comprehensive General Liability Insurance written on a standard ISO form in the amount of \$100,000.00 per occurrence/\$300,000.00 annual aggregate during the term of this Agreement. Travis County shall be named as an additional insured to such policy. CREDIT UNION, during installation and services of the ATM, shall have statutorily required workmen compensation and employer's liability coverage. CREDIT UNION will provide a certificate of insurance evidencing the required coverage, to the Director of Facilities Management, at least ten days prior to installation of ATM.

(b) CREDIT UNION shall not cause any insurance to be canceled nor permit any insurance to lapse.

1.6 Repairs. Should the ATM require service or repairs, CREDIT UNION shall make its best efforts to do such service or repair, during normal business hours, as quickly and efficiently as practicable.

1.7 Security.

(a) CREDIT UNION shall retain responsibility for security of the ATM and its servicing and repair and any individuals to perform such service. COUNTY SHALL IN NO WAY BE CONSIDERED THE AGENT OF CREDIT UNION FOR SECURITY OR SERVICE NEEDS.

(b) CREDIT UNION shall be responsible for compliance with all applicable federal and state laws governing operation of electronic terminals by credit unions, including without limitation any safety and soundness requirements, standards or regulations provided in the Texas Credit Union Act, the Federal Credit Union Act, the Texas Finance Code and the Texas Administrative Code.

1.8 Responsibility. Should any false or fraudulent transactions occur, CREDIT UNION shall retain full responsibility for response and correction for such transaction.

2.0 Term.

This Agreement shall be effective as of the date approved by the Travis County Commissioners Court and shall remain in effect through December, 2015.

3.0 PERMITS

3.1 CREDIT UNION shall be solely responsible for the costs and the securing of any permits required by any other local governmental entities for use of the County Property licensed under this Agreement.

3.2 CREDIT UNION ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE COUNTY PROPERTY LICENSED HEREUNDER PRIOR TO EXECUTION OF THIS AGREEMENT, CREDIT UNION IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. CREDIT UNION AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE

PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. CREDIT UNION FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY COUNTY AND ACCEPTED BY CREDIT UNION IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY CREDIT UNION SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND CREDIT UNION. CREDIT UNION HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

#### 4.0 Termination

4.1 COUNTY reserves the right to terminate this Agreement for the following reasons:

(a) Termination for cause, with sixty (60) days written notice to CREDIT UNION: Cause shall include, but not be limited to, non-service of the ATM, unreasonably high number of complaints from customers, or non-payment of the electrical charge;

(b) Termination due to space requirements: COUNTY reserves the right to terminate this Agreement upon six (6) months notice upon the occurrence of any space utilization requirement for the building in which the ATM is placed;

(c) Termination for convenience, upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order.

4.2 CREDIT UNION may terminate this Agreement, for any reason, upon sixty (60) days written notice to COUNTY.

#### 5.0 Miscellaneous.

5.1. If for any reason any portion of this Agreement is held to be invalid or illegal, such invalidity or illegality shall not affect or prejudice any other portion of this Agreement and this Agreement shall be construed as if such invalid or illegal portion had never been a part of this Agreement.

5.2 COUNTY and CREDIT UNION respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives to such other party with

respect to all covenants of this Agreement. CREDIT UNION shall not assign this Agreement without prior written consent of the COUNTY.

5.3 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

5.4 This Agreement may be amended only by written instrument signed by both COUNTY and CREDIT UNION. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT UPON SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

5.5. If CREDIT UNION is required or desires to use any design, device, materials, or process covered by letters and patent or copyright, it shall provide for such uses by suitable agreement with the patentee or owner. CREDIT UNION SHALL INDEMNIFY AND SAVE HARMLESS COUNTY FROM ANY AND ALL CLAIMS FOR INFRINGEMENT BY REASON OF THE USE OF ANY PATENTED DESIGNS, DEVICE, MATERIALS, OR PROCESS, OR ANY TRADEMARK OR COPYRIGHT USED IN CONNECTION WITH THIS AGREEMENT.

**5.6. CREDIT UNION SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND COUNTY'S OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CREDIT UNION'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS OCCURRING DURING THE TERM OF THIS AGREEMENT WHETHER WHOLLY OR PARTIALLY THE FAULT OF CREDIT UNION.**

5.7. Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

CREDIT UNION:

Travis County Credit Union  
1101 N. IH - 35  
Austin, Texas 78705 - 1901

COUNTY:

Roger A. El Khoury, M.S., P.E. (or his successor)  
Director, Travis County Facilities Management Dept.  
P.O. Box 1748  
Austin, Texas 78767

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

5.9. Time is of the essence with respect to this Agreement.

5.10 The parties hereby approve, confirm, and ratify the continued placement and operation of an ATM in its current location, and receipt of maintenance services that have occurred since expiration of the preexisting license agreement, and agree that this Agreement represents the entire and integrated agreement between COUNTY and CREDIT UNION and supersedes all prior negotiations, representations, or agreements, either oral or written.

APPROVED and ENTERED into this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Travis County Credit Union

By:   
Wayne Samson  
Chairman of the Board of Directors

**Exhibit A**  
**Description of ATM**

### System Control

- ARM v7 Cortex A8
- Microsoft® Windows CE 6.0

### Customer Display

- 10.2" TFT LCD

### Communication

- TCP/IP (SSL configurable)

#### Optional

- Dial-up

### Input Type

- 4x2 touch function keys

#### Optional

- 10.2" TFT touch screen with vibrating feedback

### Languages

- English
- Spanish
- French

### Card Handling

- Dip-type card reader

#### Optional

- IC card reader EMV Level 1, 2 compliant

### Cash Dispensing

- 1,000 or 2,000-note removable cassette  
Up to Three cassettes

### Printers

- 80 mm graphical thermal receipt printer

### Security

- UL Business Hour safe
- Mechanical combination lock
- Security Options
  - UL Level 1 safe
  - Electronic safe lock
  - KABA Mas Cencon safe lock

### Power Supply

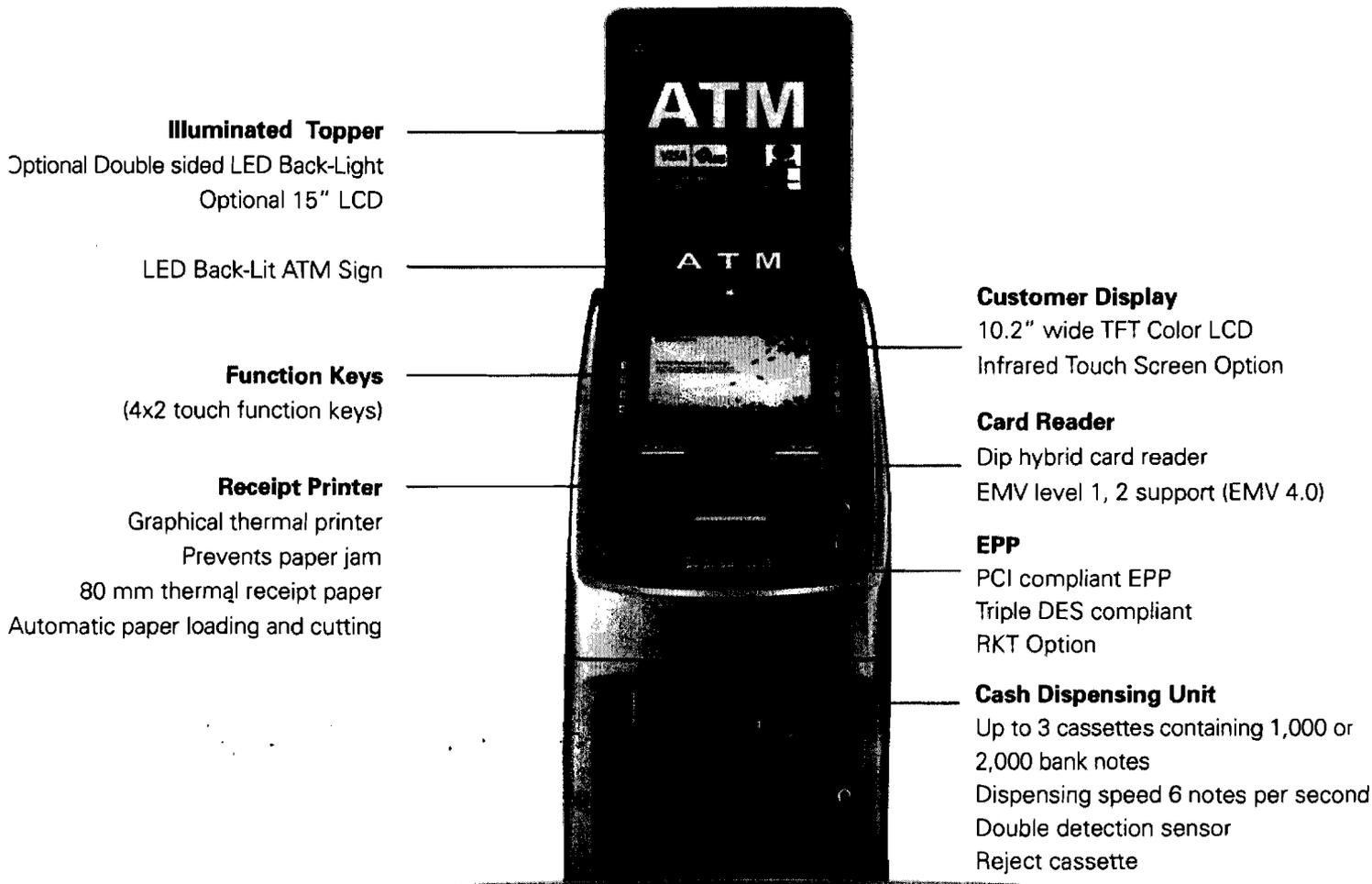
- AC 110–230V, 50–60 Hz

### Operating Environment

- Temperature: -32°F–104°F
- Humidity: 25%–85%

### Dimension and Weight

- Height: 52.3" (1,328 mm)
- With Topper: 66.3" (1,685 mm)
- Width: 15.7" (400 mm)
- Depth: 18.4" (468 mm)
- Weight: 265 lbs (120 kg)



Contact your authorized Nautilus Hyosung distributor or representative for more information.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** David A. Salazar 854-4107

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and Take Appropriate Action to Approve an Amendment to the Interlocal Agreement with the City of Austin Reducing the Amount of CPPW Grant Funds by \$75,264.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

The City of Austin received a grant from the Centers for Disease Control (CDC) to establish a workplace policy to limit the exposure of employees to secondhand smoke and increase tobacco cessation resources. The grant runs from 6/1/10 to 2/29/12. The City of Austin and Travis County negotiated an interlocal agreement that provided \$200,000 of these grant funds to the county. The interlocal agreement took longer than expected to negotiate and was approved by the Commissioners Court on 11/16/10. The CDC wants grantees to return any money that will not be spent so it can be redistributed. County staff estimates that \$75,264 of the initial \$200,000 will not be spent by 2/29/12. This amendment reduces the interlocal agreement with the city by that amount.

### **STAFF RECOMMENDATIONS:**

TCHHSVS staff recommends approving the amendment.

### **ISSUES AND OPPORTUNITIES:**

The current Travis County Smoking Policy will be expanded upon to ensure that Travis County properties are tobacco-free and to protect employees from secondhand smoke exposure.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

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

The revised amount for the interlocal agreement is \$124,736. There is no cash or in-kind match required.

**REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt

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



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

**Sherri E. Fleming  
County Executive  
(512) 854-4100  
Fax (512) 854-4115**

**DATE:** December 6, 2011

**TO:** Members of the Commissioners Court

**FROM:**

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

**SUBJECT:** Amendment to Interlocal Agreement with the City of Austin on a *Communities Putting Prevention to Work (CPPW)* grant from the Centers for Disease Control and Prevention, U.S. Department of Health and Human Services

**Proposed Motion:**

Consider and Take Appropriate Action to Approve an Amendment to the Interlocal Agreement with the City of Austin Reducing the Amount of CPPW Grant Funds by \$75,264.

**Summary and Staff Recommendations:**

The City of Austin received a grant from the Centers for Disease Control (CDC) to establish a workplace policy to limit the exposure of employees to secondhand smoke and increase tobacco cessation resources. The grant runs from 6/1/10 to 2/29/12. The City of Austin and Travis County negotiated an interlocal agreement that provided \$200,000 of these grant funds to the county. The interlocal agreement took longer than expected to negotiate and was approved by the Commissioners Court on 11/16/10. The CDC wants grantees to return any money that will not be spent so it can be redistributed. County staff estimates that \$75,264 of the initial \$200,000 will not be spent by 2/29/12. This amendment reduces the interlocal agreement with the city by that amount.

TCHHSVS staff recommends approving the amendment.

**Budgetary and Fiscal Impact:**

The revised amount for the interlocal agreement is \$124,736. There is no cash or in-kind match required.

**Issues and Opportunities:**

The current Travis County Smoking Policy will be expanded upon to ensure that Travis County properties are tobacco-free and to protect employees from secondhand smoke exposure.

**Background:**

Travis County implemented a Smoking Policy in October 1986. The policy prohibits 1) the carrying or holding of a lighted pipe, cigar or cigarette of any kind, or any other lighted smoking equipment or devices, and 2) the lighting of, emitting or exhaling the smoke of a pipe, cigar or cigarette in all public buildings owned, leased or maintained by Travis County, including the Travis County Courthouse and the Travis County Jail. All Travis County buildings within the City of Austin display signs prohibiting smoking within 15 feet of the building's entrance, per city ordinance.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Janice Cohoon, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney  
Leroy Nellis, Acting County Executive, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent



Amendment No. 1  
of  
Contract No. NI11000007  
for  
Tobacco Prevention and Control  
between  
Travis County  
and the  
City of Austin

- 1.0 The City of Austin and Travis County hereby agree to reduce the amount of the contract from \$200,000 to \$124,736.
- 2.0 Travis County agrees to complete all services outlined in the original contract by 2/29/12. Although the total contract not-to-exceed amount has been reduced by \$75,264, both parties agree that there shall be no reduction to previously-agreed performance measures.

The total contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic Term: 08/01/10 – 02/29/12	\$200,000.00	\$200,000.00
Amendment No. 1: Reduce Contract	(\$75,264.00)	\$124,736.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: BT:  
 Printed Name: Samuel T. Biscoe Date \_\_\_\_\_  
 Authorized Representative  
 Travis County  
 P.O. Box 1748  
 Austin, TX 78767

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 Erin Grace, Buyer I  
 City of Austin  
 Purchasing Office

Reviewed and Approved  
 \_\_\_\_\_ Date \_\_\_\_\_  
 Lynn Mueller



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** David A. Salazar 854-4107

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and Take Appropriate Action on Memorandum of Understanding between Health Families Travis County and Any Baby Can for the Provision of Home-Based Counseling Services.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Since the Court first approved acceptance of the grant and implementation of Healthy Families Travis County in 1997, the program has provided home-based parenting and child development education to first-time parents linking them to community resources following the Healthy Families America model. This successful, research-based and voluntary approach has proven to be effective in preventing child maltreatment.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the proposed Memorandum of Understanding that would be consistent with the Court's commitment to Healthy Families program's linking families to community resources in connection with home-based parenting and child development education.

### **ISSUES AND OPPORTUNITIES:**

Please see attached memo.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Approving this request will not increase the County Budget.

### **REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt

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



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

**Sherri E. Fleming  
County Executive  
(512) 854-4100  
Fax (512) 854-4115**

**DATE:** December 13, 2011

**TO:** Members of the Travis County Commissioners Court

**FROM:**

Sherri E. Fleming, County Executive  
Travis County Health and Human Services and Veterans Service

**SUBJECT:** Memorandum of Understanding between Health Families Travis County and Any Baby Can for the Provision of Home-Based Counseling Services

**Proposed Motion:**

Consider and Take Appropriate Action on Memorandum of Understanding between Health Families Travis County and Any Baby Can for the Provision of Home-Based Counseling Services.

**Summary and Staff Recommendations:**

Staff recommends approval of the proposed Memorandum of Understanding (attached) with Any Baby Can for the provision of Home-based Counseling Services. If approved, this proposed Agreement would allow the Healthy Families staff to coordinate referrals of currently enrolled Healthy Families' program participants to Any Baby Can program staff to access counseling services delivered by Any Baby Can.

**Budgetary and Fiscal Impacts:**

Approving this MOU will not increase Travis County's budget.

**Issues and Opportunities:**

In addition to preventing child abuse and neglect, Healthy Families Travis County's mission includes linking participant families to community resources. Therefore,

partnering with Any Baby Can will significantly increase the level of resources available to families enrolled in the program.

**Background:**

Since the Court first approved acceptance of the grant and implementation of the program in 1997, Healthy Families Travis County has provided home-based parenting and child development education to first-time parents linking them to community resources following the Healthy Families America model. This successful, research-based approach has proven to be effective in preventing child maltreatment. All services provided by Healthy Families Travis County are voluntary, and participants may withdraw from the program at any time.

cc: Mary Etta Gerhardt, Assistant County Attorney  
Andrea Colunga-Bussey, Director, Office of Children's Services

**Memorandum of Understanding Between  
Healthy Families Travis County and  
Any Baby Can, Inc. for  
Home-Based Counseling Referrals**

**Mission:** Healthy Families Travis County Program ("HFTC") and Any Baby Can, Inc. ("ABC") will collaborate to deliver home-based counseling services to eligible families who are currently enrolled with the HFTC program.

**Purpose:** The partnership between HFTC and ABC is focused on providing positive impact on the future of at risk families and their children.

**Role and Responsibilities of Staff in the Partnership:**

**ABC No Estás Solo ("NES") Program Manager will:**

- coordinate the referrals for counseling originating from HFTC staff.
- triage referrals in combination with ABC NES waitlist for severity and serve accordingly.
- provide brief training to HFTC staff in regards to making referrals and the counseling program services offered by ABC.
- provide HFTC with an updated, quarterly list of the enrolled families receiving counseling services.

**Therapist, ABC will:**

- serve enrolled HFTC clients and family members.
- serve up to 7 families in a year.
- collaborate with HFTC Home Visitors.

**Supervisor/Home Visitor, HFTC will:**

- collaborate with ABC Therapists
- provide referrals to ABC NES Program Manager

**Assignment of Staff and Location of Program:** The collaboration between HFTC and ABC will provide home-based counseling services to families referred to ABC and these services will be delivered through ABC.

**Management of the Collaboration:**

- ABC NES Program Manager and HFTC Supervisors will act as the points of contact for any matters concerning collaboration.
- ABC and HFTC agree to share assessment and program data (that is required for grant administration and reporting) with one another. Any person referred for services under this MOU must execute an information release form granting ABC the right to share information. ABC will maintain executed originals of the information release forms and provide copies to HFTC. ABC will secure the client's signature of the information release form (a copy of which is attached to this MOU as Exhibit "A") prior to any services being delivered.
- ABC will provide United Way with quarterly data as required for grant administration and reporting.

- ABC and HFTC will maintain a current and signed MOU throughout the duration of the collaborative partnership. Any change to this MOU will be in writing and signed by the undersigned representatives of the parties.
- ABC NES Program Manager will meet with the collaborative team (ABC:NES Therapists and HFTC Staff) as needed. The frequency of these meetings will be determined by the collaborating agencies.

**Funding of the Collaborative:** ABC NES and United Way will provide the funds for services delivered under this MOU. It is agreed that this MOU in no way obligates Travis County or HFTC as to any monetary commitment.

---

**Termination:** Healthy Families Travis County and Any Baby Can, Inc. of Austin shall retain the right to terminate or amend this MOU by giving thirty (30) day written notice to the other party.

For purpose of notice, the address for the parties is:

Healthy Families Travis County  
100 N. IH-35  
Austin, TX 78701  
P.O. Box 1748  
Austin, TX 78767

Any Baby Can, Inc.  
1121 East 7<sup>th</sup> Street  
Austin, TX 78702

**Miscellaneous:**

- **Quality of Services:** ABC will ensure the provision of timely and quality professional services provided under this MOU by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory and professional standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

- **INDEMNIFICATION.** ABC agrees to and shall indemnify and hold harmless Travis County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("claims"), for injury to or death of any person, for any act or omission by ABC, or for damage to any property, arising out of or in connection with the work done by ABC under this MOU, whether such injuries, death or damages are caused by ABC's sole negligence or the joint negligence of ABC and any other third party. This indemnification shall apply to any claims arising in connection with any services or activities provided under, pursuant to or related to this MOU.

- ABC shall provide all services and activities performed under the terms of this MOU in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of services under this MOU and governing ABC's general conduct of business.

- ABC shall establish a method to secure the confidentiality of records and other information relating to clients 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 lawful right of access to client information.

- ABC shall maintain accurate records of all services provided under this MOU and allow HFTC reasonable access to such records upon request.

- The parties expressly agree that each party is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of either party shall be considered an employee of the other party or gain any rights against the other party.

- Immunity or Defense. It is expressly understood and agreed by the parties that, neither the execution of this MOU, nor any conduct of any representative of Travis County or HFTC relating to this MOU, 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.

**Effective Date:**

This MOU is in effect from January 1, 2012, through June 30, 2012.

BY:

\_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

\_\_\_\_\_  
Ellen Balthazar, Executive Director  
Any Baby Can, Inc.

Date: \_\_\_\_\_

**Information Release Form**

RELEASE FORM

Through Healthy Families Travis County ("HFTC"), you have requested services from an Any Baby Can, Inc. ("ABC"). Your eligibility to obtain services from ABC is conditioned upon your acceptance of the terms and conditions contained or referenced in this Information Release Form ("Release"). Please read this Release carefully.

Sharing of Information

By accepting the terms of this Release, you are authorizing HFTC and ABC to share your information with United Way, a grant-funding agency assisting in the provision of these services. The information that ABC will share with may include personal information including your name(s), street address, and any other information obtained by HFTC and/or ABC. This may include information that you consider confidential or private. All information referred to in the preceding sentence is defined as the "Information." You understand that sharing of such Information may make that information subject to release by the recipient according to applicable laws.

Release and Indemnity

**YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HFTC AND ABC, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES, AND TO HOLD HFTC AND ABC HARMLESS FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, FROM CLAIMS RELATING TO OR ARISING UNDER THE PROGRAM OR THIS RELEASE, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR INFORMATION AND ANY SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR INFORMATION. THIS RELEASE AND INDEMNIFICATION WILL SURVIVE THE TERMINATION OF THIS RELEASE AND ANY RELATED RELEASE.**

Limitation of Liability

**NEITHER HFTC NOR ABC SHALL BE LIABLE TO YOU IN ANY WAY FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ACTUAL, DIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, LOST PROFITS, LOSS OF REVENUE, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS RELEASE, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR INFORMATION OR ANY SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR INFORMATION.**

Reservation of Rights

HFTC and ABC reserve the right to modify in part or in whole, or temporarily or permanently discontinue the Program for any reason and at anytime without notice

Jurisdiction

This Release shall be construed in accordance with the laws of the state of Texas. All disputes arising from this Release shall be resolved in a court located in Travis County, Texas, without reference to conflict of laws or choice of laws statutes.

ACCEPTED AND AGREED:

\_\_\_\_\_  
(Signature)  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Christy Moffett / 854-3460

**Elected/Appointed Official/Dept. Head:**

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on items related the Program Year 2010 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development (HUD):

- A. Review the comments received during the public comment period;
- B. Approve the final draft of the report; and
- C. Approve submission to the U.S. Department of Housing and Urban Development, San Antonio Field Office, Region VI.

### **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.

As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER). On

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

November 29, 2011, the Travis County Commissioners Court approved the draft of the PY10 CAPER.

- A. A mandatory period providing the public with an opportunity to comment on the draft of the CAPER occurred from December 1, 2011 through December 15, 2011. A public hearing was also held on Tuesday, December 6, 2011 at 9 a.m. at the Travis County Commissioners Court.

One comment was received during the public comment period. The comment affirmed the need for home rehabilitation. The project is already on the project list and an environmental assessment, which will be used to review properties enrolled in the program, has been drafted. A Request-for-Services (RFS) process will take place in Program Year 2011 to identify a sub-recipient and the project is anticipated to launch in early 2012.

- B. From the time the draft of the CAPER was approved on November 29, 2011, small changes were made to the document including minor grammatical, wording and formatting edits to improve clarity and readability. Additionally, staff made changes to correct math errors in some of the charts and updated the financial numbers with current numbers. Staff also added the comment received during the public comment period. Finally, staff added the HUD required reports located in Appendix C. Attached you can find the final report.

- C. The CAPER is due on or before December 30, 2011 to the San Antonio Field Office, Region VI of the U.S. Department of Housing and Urban Development. Staff will overnight the report the week of December 27<sup>th</sup> per HUD's request not to turn it in too early due to staff workloads.

#### **STAFF RECOMMENDATIONS:**

- A. Staff recommends approval of the comment received to be included and accepted into the final draft of the CAPER.
- B. Staff recommends approval of the final draft with the final reports and comments added and small edits made.
- C. Staff recommends approval for on-time submission.

#### **ISSUES AND OPPORTUNITIES:**

None

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

**FISCAL IMPACT AND SOURCE OF FUNDING:**

On time submission of the CAPER allows the County to continue to receive CDBG funds.

**REQUIRED AUTHORIZATIONS:**

None

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

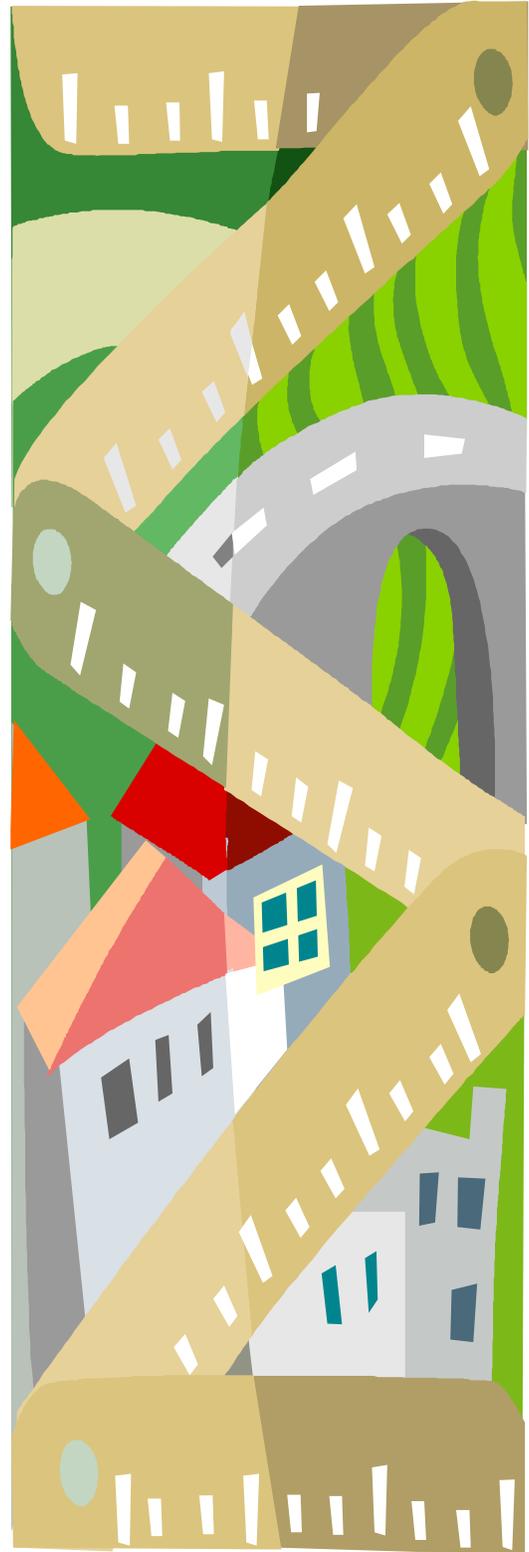


# Travis County

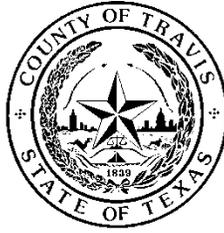
## Community Development Block Grant Program:

Improving the affordability,  
accessibility and sustainability  
of neighborhoods and  
community services.

Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2010:  
October 1, 2010 – September 30, 2011



-Prepared by Travis County Health and Human Services & Veterans Service  
Approved December 20, 2011



## Travis County Commissioners Court

**Samuel T. Biscoe**  
Travis County Judge

**Ron Davis**  
County Commissioner, Precinct One

**Sarah Eckhardt**  
County Commissioner, Precinct Two

**Karen Huber**  
County Commissioner, Precinct Three

**Margaret Gómez**  
County Commissioner, Precinct Four

Travis County Program Year 2010 CAPER

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## Travis County Program Year 2010 CAPER

<b>Acronyms</b>
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Throughout this report the following acronyms are used:

<b>ADA</b>	<b>Americans with Disabilities Act</b>
<b>AI</b>	<b>Analysis of Impediments to Fair Housing Choice</b>
<b>AP</b>	<b>Action Plan</b>
<b>CAPER</b>	<b>Consolidated Annual Performance Evaluation Report</b>
<b>CDBG</b>	<b>Community Development Block Grant</b>
<b>CFR</b>	<b>Code of Federal Regulation</b>
<b>Con-Plan</b>	<b>Consolidated Plan (governs CDBG Programs)</b>
<b>CPD</b>	<b>Community Planning and Development (part of HUD)</b>
<b>CPP</b>	<b>Citizen Participation Plan</b>
<b>EA</b>	<b>Environmental Assessment</b>
<b>ESG</b>	<b>Emergency Shelter Grant</b>
<b>FHA</b>	<b>Federal Housing Administration (part of HUD)</b>
<b>FSS</b>	<b>Family Support Services (a Travis County Social Service Program)</b>
<b>HATC</b>	<b>Housing Authority of Travis County</b>
<b>HHS/VS</b>	<b>Travis County Department of Health and Human Services and Veterans Service</b>
<b>HOME</b>	<b>HOME Investment Partnership Program (HUD Program)</b>
<b>HOPWA</b>	<b>Housing Opportunities for Persons with AIDS (HUD Program)</b>
<b>HTE</b>	<b>Accounting Software used by Travis County</b>
<b>HUD</b>	<b>United States Department of Housing and Urban Development</b>
<b>IDIS</b>	<b>Integrated Disbursement Information System (HUD's Financial Management System)</b>
<b>LMI</b>	<b>Low- and Moderate-Income (80% or below median household income)</b>
<b>MFI</b>	<b>Median Family Income</b>
<b>ORCA</b>	<b>Office of Rural Community Affairs</b>
<b>PY</b>	<b>Program Year</b>
<b>RFP</b>	<b>Request for Proposals</b>
<b>RFQ</b>	<b>Request for Qualifications</b>
<b>TC</b>	<b>Travis County</b>
<b>TCHFC</b>	<b>Travis County Housing Finance Corporation</b>
<b>TxDOT</b>	<b>Texas Department of Transportation</b>
<b>TNR</b>	<b>Travis County Department of Transportation and Natural Resources</b>
<b>URA</b>	<b>Uniform Relocation Act</b>

## Travis County Program Year 2010 CAPER

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### Introduction

The Community Development Block Grant (CDBG) initiative is a federal grant program administered by the U.S. Department of Housing and Urban Development (HUD). The program provides annual grants to cities and counties to carry out a variety of community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services.

Based on its population, in 2006, Travis County qualified as an urban county, a federal designation which afforded the County the opportunity to apply for CDBG funds. That year, Travis County applied for and received CDBG funds for the first time and has continued to receive funding for the past five years. The County's annual allocation is based on a HUD-designed formula that takes into account the county's population size, poverty rate, housing overcrowding, and age of housing.

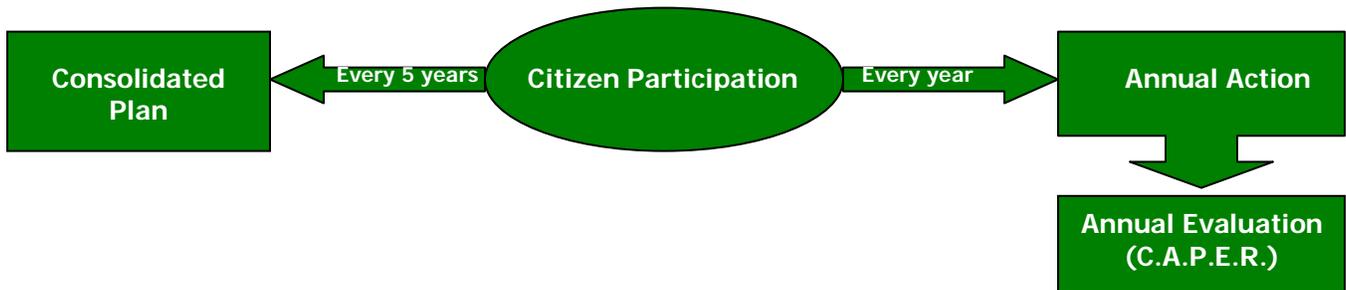
Usage of CDBG funds must meet a variety of parameters set nationally by HUD and locally by the County. Federal regulation requires that a minimum of 70% of the CDBG funds focus on projects for low- to moderate- income residents. Additionally, Travis County's allocation specifically targets residents living in the unincorporated areas of the county and to be eligible, the activities must meet one of the following HUD's national objectives:

- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; or
- Address other community development needs that present a serious and immediate threat to the health and welfare of the community.

The administration of the CDBG program follows a cycle that includes the drafting of a Consolidated Plan (Con-Plan), an Action Plan (AP), and a Consolidated Annual Evaluation and Performance Report (CAPER). The Con-Plan identifies the County's community and housing needs and outlines the strategies to address those needs over a five year period. The Action Plan defines the specific activities to be undertaken during each program year (PY) to address the priorities established in the Con-Plan. The CAPER is conducted annually to assess yearly accomplishments.

The following figure is a simplified visual representation of the CDBG cycle. As shown, citizen participation has a central role in setting the priorities to be addressed and defining projects to tackle identified needs.

**Figure 1: CDBG Cycle**



The Travis County Health and Human Services & Veterans Service Department (HHS/VS) is the lead agency designated by the County for the grant administration of the CDBG program and the single point of contact with HUD.

## Travis County Program Year 2010 CAPER

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### **Executive Summary**

As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER).

Specifically, the CAPER describes the County's CDBG housing and community development activities as well the County's overall housing and community development efforts. This specific document corresponds to activities conducted during the Program Year 2010 spanning October 1, 2010 to September 30, 2011.

The CAPER is written to provide HUD with required CDBG information and provide the public an update of the progress made in this initiative. As a result of serving two audiences, the report follows the federal reporting requirements while also presenting information in a format meant to be easily understood by County departments, service providers and residents. The report includes specific outcome performance measures as delineated by HUD's 2005 Community Planning and Development Outcome Performance Measurement System.

#### **Overview of Travis County First Five Program Years**

Over the first five years of Travis County's CDBG program, \$3,059,321.15 was spent with \$1,454,818.51 expended in the first four years and \$1,604,502.64 spent during program year 2010. Seven projects were implemented during the reporting period and of those, three were completed. The remaining four activities center around a large land acquisition project which was completed, however, the accomplishments will take up to five years to complete. Three projects have yet to be implemented, but will be during Program Year 2011.

The following table presents a list of the projects implemented in PY10.

## Travis County Program Year 2010 CAPER

**Figure 2: Progress of CDBG Projects as of September 30, 2011**

Activities	Expected Benefit/ Served in PY10	Year/Amount Allocated		Amount Spent as of 9/30/11	Status
<b>Production of New Owner Housing Units</b> Via land acquisition and infrastructure development	31/0 Housing Units	PY06*	\$250,000	\$249,999	<b>Continuing:</b> Property Acquired October 2010. Additional four lots acquired July 2011. The first house is 90% complete at close of year.
		PY07*^	\$195,518	\$195,517	
		PY08*^	\$475,136.58	\$475,135.58	
		PY10*^	\$174,000	\$141,893.32	
<b>Homeowner Rehabilitation</b> Minor home repair up to \$24,999	13/0 Housing Units	PY08*	\$106,136	\$0	<b>Continuing:</b> Nonprofit sub-recipient to be identified in PY11.
		PY 09*	\$130,000	\$0	
<b>Street Improvements:</b> Lava Lane Substandard Road Improvement (3 phase project)	1297/1297 People	PY06	\$65,852	\$65,482,14	<b>Completed</b>  06/13/2011
		PY09	\$47,131,93	\$47,131.93	
		PY10	\$475,000	\$334,762.79	
<b>Homebuyer Assistance:</b> Direct Homeownership Assistance through Down Payment Assistance and Shared Appreciation Gap Financing	52/0	PY09**	\$509,945	\$0	<b>Continuing:</b> A Request for Service (RFS) is drafted to select a subrecipient to administer the program. Anticipated to launch in first quarter of PY11.
		PY10	\$285,000	\$0	
<b>Youth and Family Assessment Center:</b> Expansion of existing HHS/VS service	30/0	PY09	\$32,100	\$0	<b>Continuing</b> This project has been delayed due to prioritization of other projects.
<b>Public Services, Other:</b> Family Support Services Social Work Services Expansion – Travis County HHS/VS Program	120/175	PY10	\$69,295	\$65,374.48	<b>Completed</b>  09/30/11
<b>Administration &amp; Planning: CDBG</b>	N/A	PY10	\$188,454	\$159,860.35	<b>Completed</b>  09/30/11
<b>Total</b>			<b>\$2,956,436.58</b>	<b>\$1,669,674.45</b>	

\* Substantial Amendment completed in December 2009 changed some program design features.

^Substantial Amendment in December 2009 changed infrastructure funds to land acquisition and Substantial Amendment completed in January 2011, reallocated funds from prior year project savings and one reduction, to fund acquisition of additional lots.

\*\* Substantial Amendment in January 2011 reduced project to reallocate funds to the land acquisition project.

## Travis County Program Year 2010 CAPER

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### **Timely Spending of Funds**

As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities “in a timely manner.” HUD conducts an analysis of each entitlement’s timeliness of spending 10 months into each grant year. For Travis County, the timeliness test started in August 2008, and will continue to occur every August. The threshold for compliance with timeliness is having no more than 1.5 times the current year’s allocation unspent. The Program achieved timeliness with a ratio of 1.44 for its August 2011 timeliness test.

### **Public Participation**

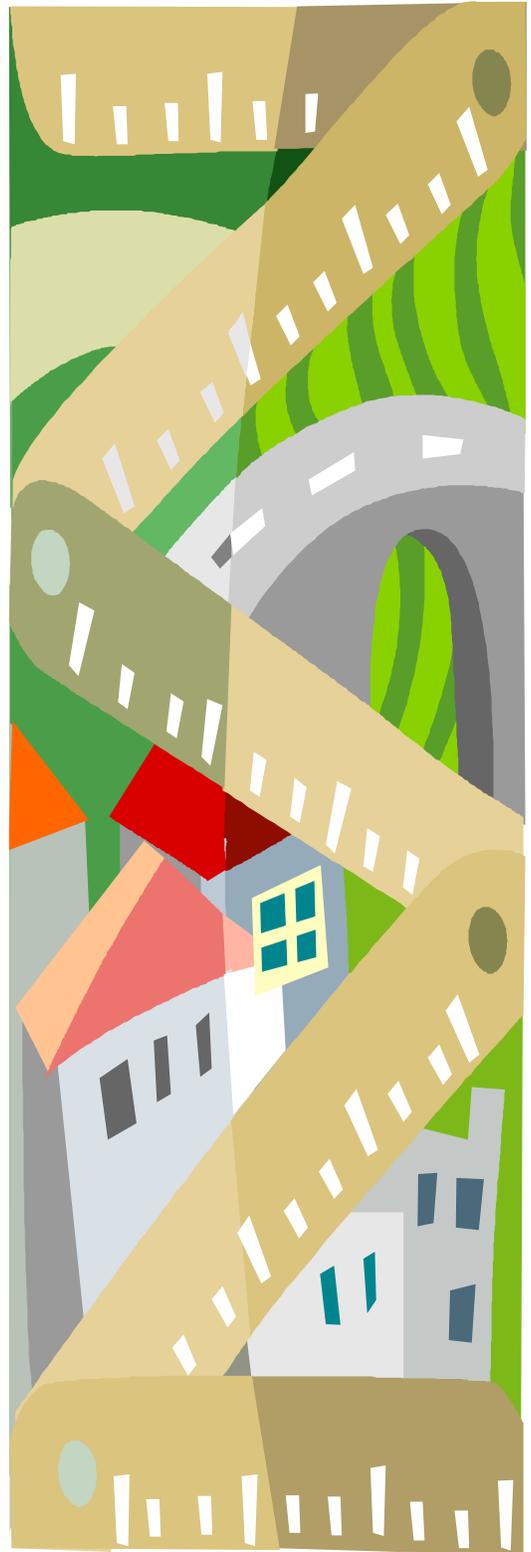
During the 2010 program year, the public had ample opportunity to participate in the development of the 2011-2013 Consolidated Plan and PY11 Action Plan. During the month of February, 2011 the County held 5 public hearings and solicited proposals for the use of CDBG funds. Solicitation of input and invitations to participate in the public hearings were posted on the County’s website and were published in newspapers of general circulation. In addition, notifications were mailed and e-mailed to service providers, to citizens who had previously attended public hearings, to the community liaison departments of Travis County school districts, to neighborhood associations and community list serves as well as posted on the CDBG Facebook and Twitter pages. Lastly, every year during the development of the Annual Action Plan, a 30-day public comment period is held to receive comments on the proposed uses of CDBG funds. The comment period includes two public hearings held at the Travis County Commissioners Court. For the development of the PY11 Action Plan and the PY11-PY13 Consolidated Plan, the 30-day public comment period was held from June 30, 2011 to July 29, 2011 and the two public hearings occurred on July 12, 2011, and July 19, 2011. The announcements and all the participation material were available in English and Spanish.



# Travis County

## Section I: General Questions

Consolidated Annual Performance and  
Evaluation Report (CAPER) Program  
Year 2010:  
October 1, 2010 – September 30, 2011



-Prepared by Travis County Health and Human Services & Veterans Service

## Status of Projects

### Project: Owner Housing - Production of New Units

#### Activity: Land Acquisition

**IDIS Activity Numbers: 7 for PY06, 10 for PY07 and 26 for PY08 and 33 for PY10**



Wall-raising of first house for the project

#### **Project Description:**

Parcels or one large tract of land in unincorporated Travis County were acquired to build affordable single-family housing of which 17 units will be dedicated to low-income families (25-50% Median Family Income) and 14 units will be dedicated to moderate income families (up to 80% Median Family Income). The lots are available to homeowners as a 10 year forgivable loan. Single-family housing is defined as a one- to four-family residence. Public hearings were held to inform the public of the location(s) prior to the purchase of the land.

Austin Habitat for Humanity, a local non-profit, will secure funding for the construction of homes on the acquired property. Thirty-one units of affordable housing will be created. The number of individuals impacted will vary depending upon the families selected for the housing units.

#### **Project Status and Progress to Date:**

- ◆ In October 2010, Austin Habitat for Humanity closed on 27 lots on the Gilbert Lane parcel.

## Travis County Program Year 2010 CAPER

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- ◆ In January 2011, a substantial amendment was approved by TCCC that provided an additional \$174,000 in CDBG funding from prior year project savings for the acquisition of an additional 4 lots on the Gilbert Lane parcel.
- ◆ The environmental assessment for the additional lots was completed.
- ◆ Austin Habitat for Humanity closed on the final four lots in July, 2011.
- ◆ The first house for the project was 90% complete at the end of PY10.

### **Performance Measure:**

Affordability for the purpose of creating decent housing.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 10	Total CDBG funds Expended	Amended Goal/ Actual
Owner Housing	High	CDBG Private	PY06: \$250,000 PY07*: \$195,518 PY08*: \$500,000 PY10*: \$174,000	N/A	\$1,044,505.02	\$1,062,544.90	31/0 Housing Units

\*A Substantial Amendment completed in January 2011, reallocated funds from prior year project savings to fund acquisition of additional lots.

## Travis County Program Year 2010 CAPER

<b>Project: Home Rehabilitation</b>
-------------------------------------

**IDIS Activity Numbers: 16 for PY08 and 21 for PY09****Project Description:**

This project will fund home repair and weatherization services to low and moderate income homeowners in the unincorporated areas of Travis County. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes. Services will be provided by a non-profit, designated sub-recipient and identified through a formal application process in which it demonstrates the ability to provide services and adhere to federal guidelines. The program will target households at or below 80 percent of the median family income. A maximum of \$24,999 of CDBG assistance per year will be provided to a single home in the form of a 5 year, forgivable loan.

**Project Status and Progress to Date:**

- The project was delayed due to competing priorities in getting other projects completed.
- A Request-for-Services (RFS) process will take place in Program Year 2011 to identify a sub-recipient.
- The Environmental Assessment that will be used to review properties enrolled in the project has been drafted.
- The project is anticipated to launch in early 2012.

**Performance Measure:**

Improving the quality of owner housing.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 10	Total CDBG funds Expended	Amended Goal/ Actual
Home Rehabilitation	High	CDBG	PY08: \$106,136 PY09: \$130,000	\$ 0	\$ 0	\$ 0	13/0 Housing Units

**Project: Street Improvements**

**Activity: Lava Lane**

**IDIS Activity Numbers: 14 for PY06 and 25 for PY09 and 27 for PY10**

**Project Description:**

This project was implemented in stages. Phase One, funded by PY 06 reprogrammed funds, funded the design, engineering and environmental review for the improvement of a portion of Lava Lane, a substandard road in Precinct 4, currently not accepted by the County road maintenance system. Phase 2, funded by PY09 funds, provided the funding for the acquisition of right-of-way for the improvements. Phase 3, funded with PY 10 funds, allowed for the construction of the improvements.



The improvements will provide a new durable road that will allow property owners, school buses, mail service providers, and emergency service providers to have all-weather access to the properties. Additionally, the improvements will allow the road to meet County roadway standards and be accepted onto the County system for future maintenance and traffic safety enforcement.

Travis County Transportation and Natural Resources Department (TNR) is the department in charge of managing this project and the design, engineering, and environmental work will be provided by a contracted consultant. The acquisition of right-of-way was completed through the real estate division of TNR along with appropriate contractors. The project benefits 1,297 people.

**Project Status and Progress to Date:**

- Travis County contacted all companies with utilities currently in the new right-of-way and arranged for the utilities to be re-located to allow installation of the new roadway surface.
- Construction began in March of 2011, and the Lava Lane extension was substantially complete on June 13, 2011.
- The road has been accepted on to the Travis County system.

Travis County Program Year 2010 CAPER

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**Performance Measure:**

Accessibility for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 10	Total CDBG Funds Expended	Goal/ Actual
Planning	High	CDBG	PY06: \$65,852 PY09: \$47,131.93 PY10: \$475,000	NA	\$334,762.79	\$447,322.86	1,297/1,297 People

Travis County Program Year 2010 CAPER

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**Project: Homebuyer Assistance**

**Activity: Direct Homeownership Assistance through Down Payment Assistance and Shared Appreciation Gap Financing**

**IDIS Activity Number: 31 for PY09 and 28 for PY10**

**Project description:**

In an effort to make housing affordable to “first-time home purchasing” families whose annual household income is at or below 80 percent of the Area Median Income (AMI); the Travis County Affordable Housing Ownership Program will make Shared Appreciation Gap Financing and Down payment Assistance loans available. The project will be administered by a designated sub-recipient. All program income will be reinvested into the Homebuyers Assistance program.

**Shared Appreciation Gap Financing:**

Households earning 80% or less of the area median income may obtain funds (up to \$30,000) to reduce the sales price to an amount affordable to the household. Actual assistance amount will be calculated based on actual family need. The loan is a 0 % interest, 30-year note with no required annual or monthly payments. Upon resale, refinancing, lease or other transfer of title, the loan must be repaid in full plus a percentage of the house’s appreciation value.

**Down Payment Assistance:**

Households earning 80% or less of the area Median Family Income (MFI) may obtain funds (\$8,000) to cover down payment and reasonable closing costs. The loan is a 0 % interest, 5 year note with no required annual or monthly payments. The loan is forgiven at a pro-rata rate of 20% for each year of homeownership. The loan is fully forgiven at the end of 5 years. A minimum household investment of \$500 is required.

All households who are interested in assistance through the Travis County Affordable Housing Ownership Program are required to participate in a minimum of eight (8) hours of HUD-certified housing counseling.

**Project Status and Progress to Date:**

- A substantial amendment approved in January 2011, reduced the project by \$18,055 to reallocate funds to the land acquisition project.
- The project was originally designed to be administered by the Travis County Housing Finance Corporation (TCHFC.) In May, 2011, due to key staff turnover TCHFC determined it did not currently have the capacity to administer the program and TCCC approved their request to be removed from the project.

## Travis County Program Year 2010 CAPER

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- A Request-for-Services (RFS) process will take place in the first quarter of PY2011 to identify a sub-recipient to administer the program.
- The project is anticipated to launch by the second quarter of PY2011.

### **Performance Measure:**

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 10	Total CDBG Funds Expended	Goal/ Actual
Homebuyer Assistance	Medium	CDBG	PY:09 \$509,945* PY10: \$285,000	N/A	\$0	\$0	52/0 People

\* Substantial Amendment in January 2011 reduced project to reallocate funds to the land acquisition project.

## Travis County Program Year 2010 CAPER

**Project: Public Services, Other****Activity: HHS/VS Family Support Services Division  
Social Work Services Expansion****IDIS Activity Number: 29 for PY10****Project Description**

This program is an internal Travis County Health and Human Services & Veterans Service expansion of existing services. This is an ongoing project that has been funded since 2007. The program is expanding social work services through the work of one social worker who is increasing the capacity to provide case management, information and referral, non-clinical counseling, crisis intervention and outreach to households in the unincorporated areas.

The social worker provides the majority of service provision through home visits in order to reduce transportation barriers. The social worker also works from the Community Centers in Manor and Del Valle, focusing on residents living in the unincorporated areas of precincts 1 and 4. In addition to CDBG funds, this program leverages funds from two other programs called the Youth and Family Assessment Center (YFAC) program and Best Single Source (BSS) funds.

**Project Status and Progress to Date:**

- Outreach to a total of 29 agencies, school districts, churches and neighborhood associations during PY10 to inform community members about the social work services available.
- One hundred seventy-five people benefitted from services provided during PY10. Services included case management, referrals, non-clinical counseling and crisis intervention.
- Four clients received assistance through the Youth and Family Assessment Center program.
- Eleven clients were assisted with Best Single Source funds.

**Performance Measure:**

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 10	Total CDBG Funds Expended	Goal/ Actual
Public Services	High	CDBG YFAC BSS	PY10 \$69,295	\$7,766	\$65,374.48	\$65,374.48	120/175 People

## Travis County Program Year 2010 CAPER

<b>Project: Youth Services</b>
--------------------------------

<b>Activity: Youth and Family Assessment Center (YFAC) Flex Fund Expansion</b>
--

**IDIS Activity Number: 32 for PY09**

**Project Description**

The YFAC program is an internal Travis County Health and Human Services & Veterans Service expansion of existing services. Flex Funding through the YFAC program assists high risk children by improving their school performance and preventing them from falling into the juvenile justice system through traditional services such as therapy and nontraditional services like parent coaching. Other examples of services include skill-building classes, tutoring, extracurricular activities, or mentoring.

Approximately 30 youth will be assisted. The Family Support Services Division Social Work Services staff will outreach, assess and manage the flex fund expansion dollars. Two thousand one hundred dollars of the funding will support program delivery through an inter-local agreement with ATCIC called the Youth and Family Assessment Center (YFAC) program.

**Project Status and Progress to Date:**

- The project was delayed due to competing priorities in getting other projects completed.

**Performance Measure:**

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 10	Total CDBG Funds Expended	Goal/ Actual
Youth Services	High	CDBG	PY09: \$32,100	N/A	PY09: \$0	PY09: \$0	30/0 Youth

## Travis County Program Year 2010 CAPER

<b>Project: Planning &amp; Administration</b>
---

<b>Activity: Administration</b>
---------------------------------

**IDIS Activity Number: 29 for PY10****Project Description:**

The funds allocated for administration will pay for the operating expenses associated with the grant including office supplies, training, contracted services, interpreting, membership and other business related expenses. Additionally, the funds will pay for a portion of the salary for the CDBG Planner and a portion of the salary of a TNR Senior Engineer who acts as a project manager for CDBG-funded street and water supply improvement projects. The Senior Engineer also coordinates the preparation of project scopes, eligibility, cost estimates and project design.

**Project Status and Progress to Date:**

- In February 2011, the vacant CDBG Planner position was filled. An additional Planner position was funded through the County General Fund to assist with the completion of the Consolidated Plan and was filled in February 2011.
- During PY10 the 2011-2013 Consolidated Plan was drafted and on August 15, 2011 the CDBG Office submitted the 2011-2013 Consolidated Plan to HUD.
- Every three years, urban counties receiving CDBG funds must re-affirm their urban county entitlement status. In PY10, Travis County renewed its status for 2012-2014.
- As part of the qualification process, Travis County chose to invite non-entitlement cities and villages to participate in the Travis County CDBG program. The Village of Webberville elected to join the Urban County, and a Cooperative Agreement was approved by TCCC in July, 2011. Their participation begins in PY 2012.
- CDBG provided technical assistance to two neighborhoods to conduct primary surveys in order for neighborhood projects to be considered in PY11.

**Performance Measure: N/A**

Activity	Con Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 10	Total CDBG Funds Expended	Goal/ Actual
Planning	High	CDBG Travis County	\$ 188,454	General Fund \$120,755	\$159,860.35	\$159,860.35	N/A

## Travis County Program Year 2010 CAPER

## Geographic Distribution of Projects

To date, Travis County has not had any consortium cities participating in the use of CDBG funds, therefore all services and planning efforts have been focused on the unincorporated areas of the county. In June 2011, the Village of Webberville joined Travis County's Urban County; therefore, beginning in PY 2012 the Village of Webberville will be considered part of the CDBG service area.

Travis County's CDBG program does not have any designated target areas, however, one of the projects, the Social Service Project, focuses in Precincts 1 & 4 based on the concentration of low to moderate income residents. These precincts were originally targeted for services because they have a larger minority concentration than other parts of the County. The goal for focusing services in those areas is to improve access to services and quality of life for residents. Refer to the table below for specific descriptions of geographic distribution for each one of the CDBG projects. For a map of the project locations and racial and ethnic concentrations, please refer to the maps below.

**Figure 3: Geographic Distribution of Grant Activity for the Program Year 2010**

Project	Location/ Census Tract
<ul style="list-style-type: none"> <li>▪ Production of New Owner Housing Units: via Land acquisition</li> </ul>	Census Tract: 22.05 Block Group: 4
<ul style="list-style-type: none"> <li>▪ Street Improvements: Lava Lane</li> </ul>	Lava Lane Road, Precinct 4, Census Tract:24.17, Block Group:3
<ul style="list-style-type: none"> <li>▪ Public Services, Other: Family Support Services Social Work Services Expansion</li> </ul>	Various eligible households in precincts 1 & 4 in the unincorporated areas of Travis County. Specifically residents in the following zip codes were served in PY10: 78617, 78621, 78653, 78719, 78724, 78725, 78747, 78754, 78612, 78615
<ul style="list-style-type: none"> <li>▪ Housing Rehabilitation</li> </ul>	Households residing in the unincorporated areas of the County
<ul style="list-style-type: none"> <li>▪ Homebuyer Assistance</li> </ul>	Households purchasing homes in the unincorporated areas of the County
<ul style="list-style-type: none"> <li>▪ Youth Services</li> </ul>	Households residing in the unincorporated areas of the County

## Travis County Program Year 2010 CAPER

## Geographic Distribution of Projects & Racial Concentration

This section outlines the projects in relation to the racial and ethnic concentrations in the areas where they are located. The table below demonstrates the racial breakout of persons served by projects completed during PY10 and the maps identify where each of the street improvements, land acquisition and public service projects are located.

**Figure 4: PY10 Completed Project Beneficiaries by Race and Ethnicity**

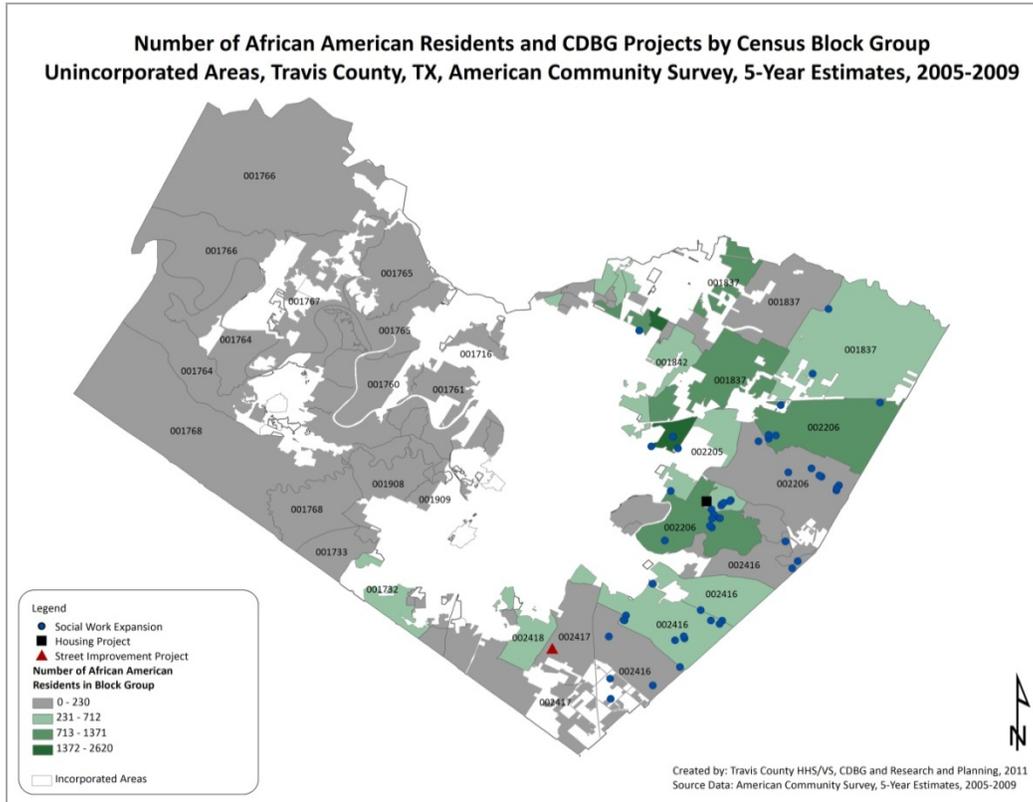
Project	Ethnicity		Race					Total People Assisted
	Hispanic	Non-Hispanic	Amer. Indian or Alaskan Native	Asian/Pac. Islander	Black or African American	White	Other/Multi Race	
▪ Public Services, Other – FFS Services*	92	83	2	3	42	123	5	175
▪ Street Improvements in Lava Lane**	1291	917	0	0	15	1411	782	2208
<b>Total Persons Served</b>	<b>1383</b>	<b>1000</b>	<b>2</b>	<b>3</b>	<b>57</b>	<b>1534</b>	<b>787</b>	<b>2383</b>

\*Data gathered from the PY10 performance report submitted by FSS.

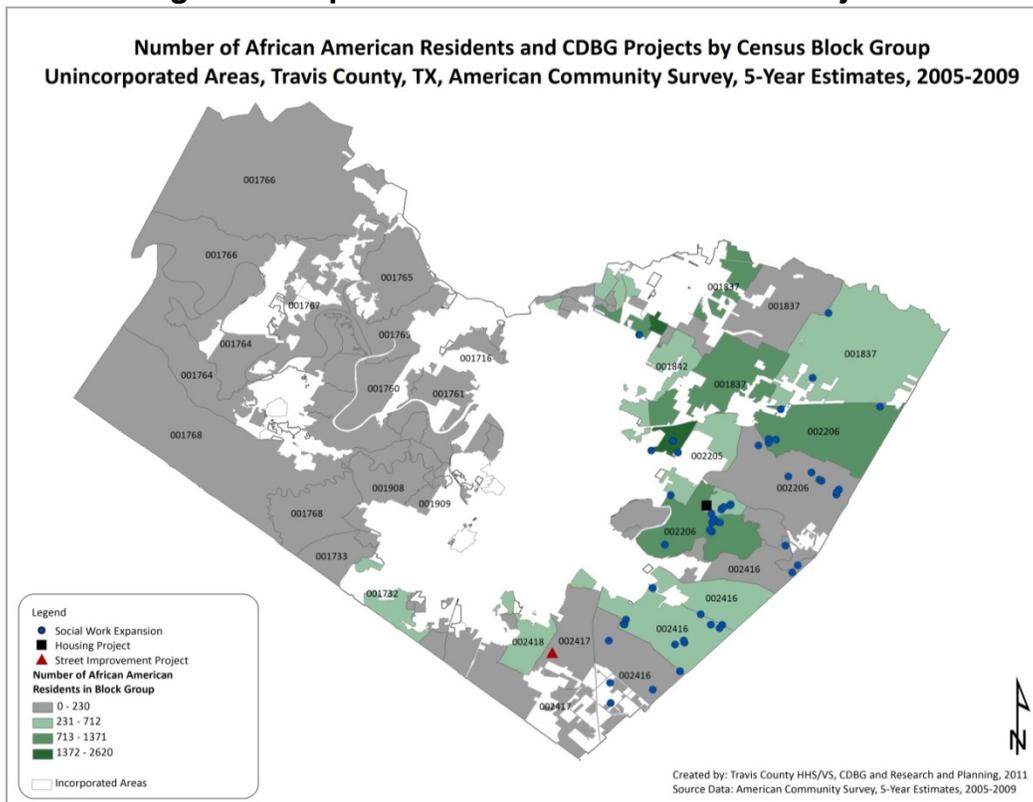
\*\*Source: [www.census.gov](http://www.census.gov), 2005-2009 American Community Survey Census, Detailed Tables, Census Tract 24.17, Block Group 3, Table B03002 Hispanic or Latino Origin by Race – Universe total Population. Data set: 2005-2009 ACS Census Summary File (SF1) 100 Percent Data. Please note that the number of people reflected in the table above differs from what is reported in the IDIS system as IDIS will not support block level data.

# Travis County Program Year 2010 CAPER

## Figure 5: Map of African American Residents & CDBG Projects

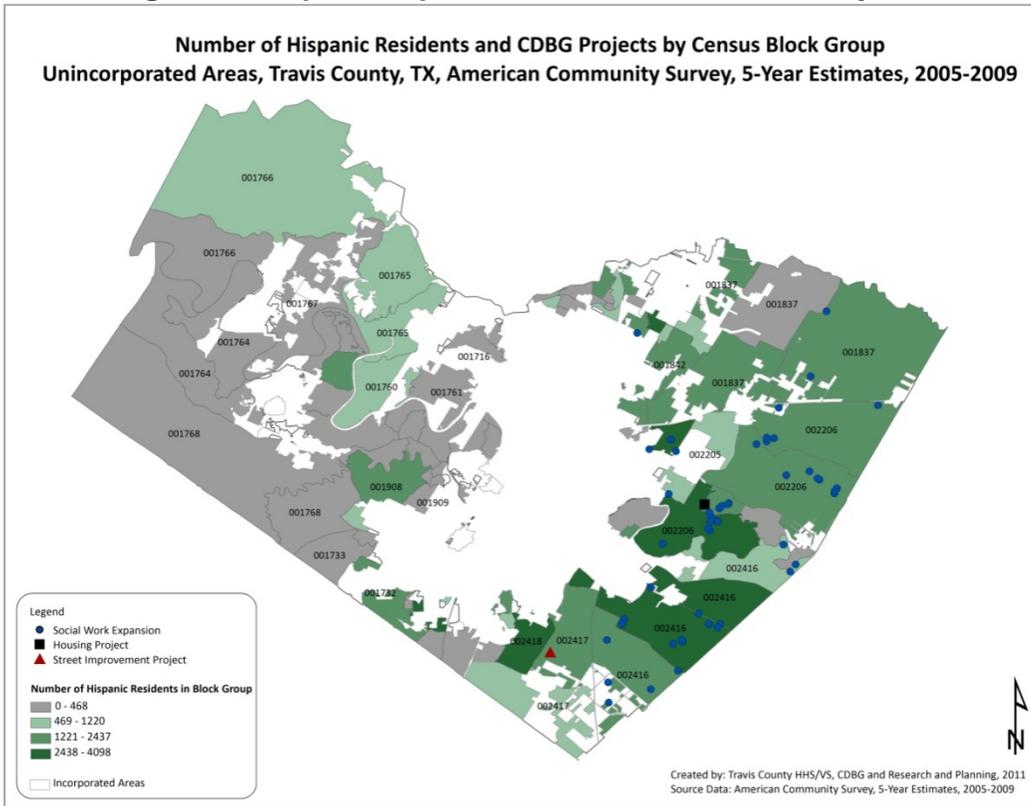


## Figure 6: Map of Asian Residents & CDBG Projects

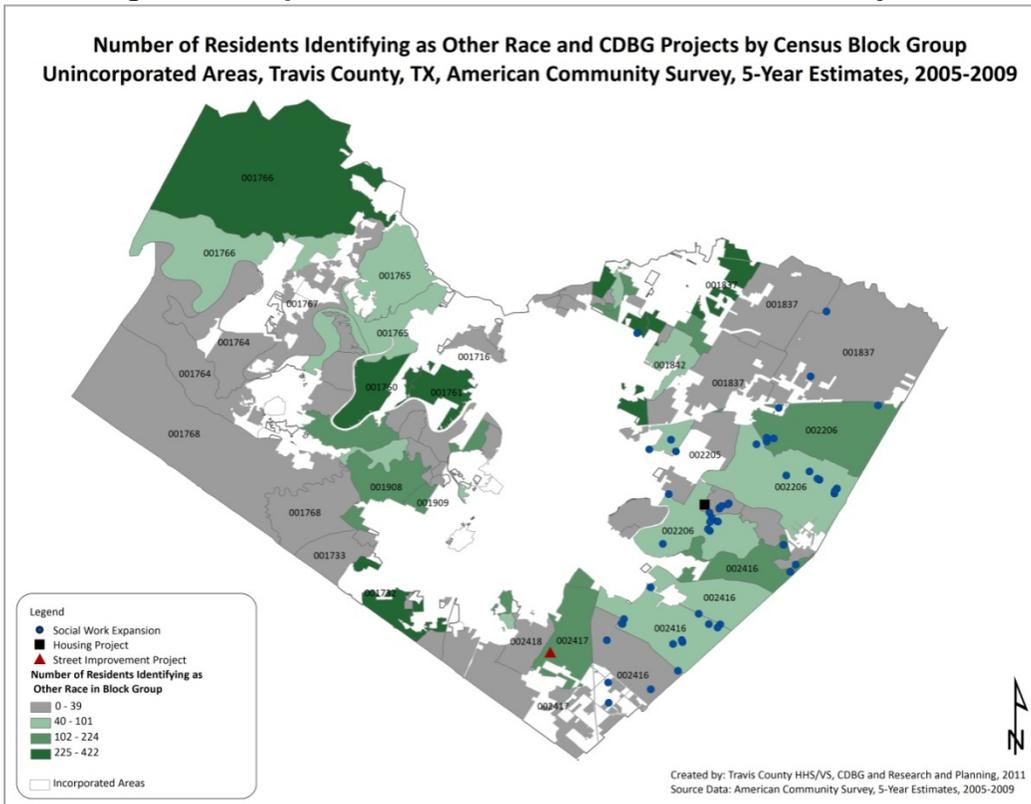


Travis County Program Year 2010 CAPER

**Figure 7: Map of Hispanic Residents & CDBG Projects**



**Figure 8: Map of Other Race Residents & CDBG Projects**



## Performance Evaluation of Projects

### **Compliance with CDBG National Objectives**

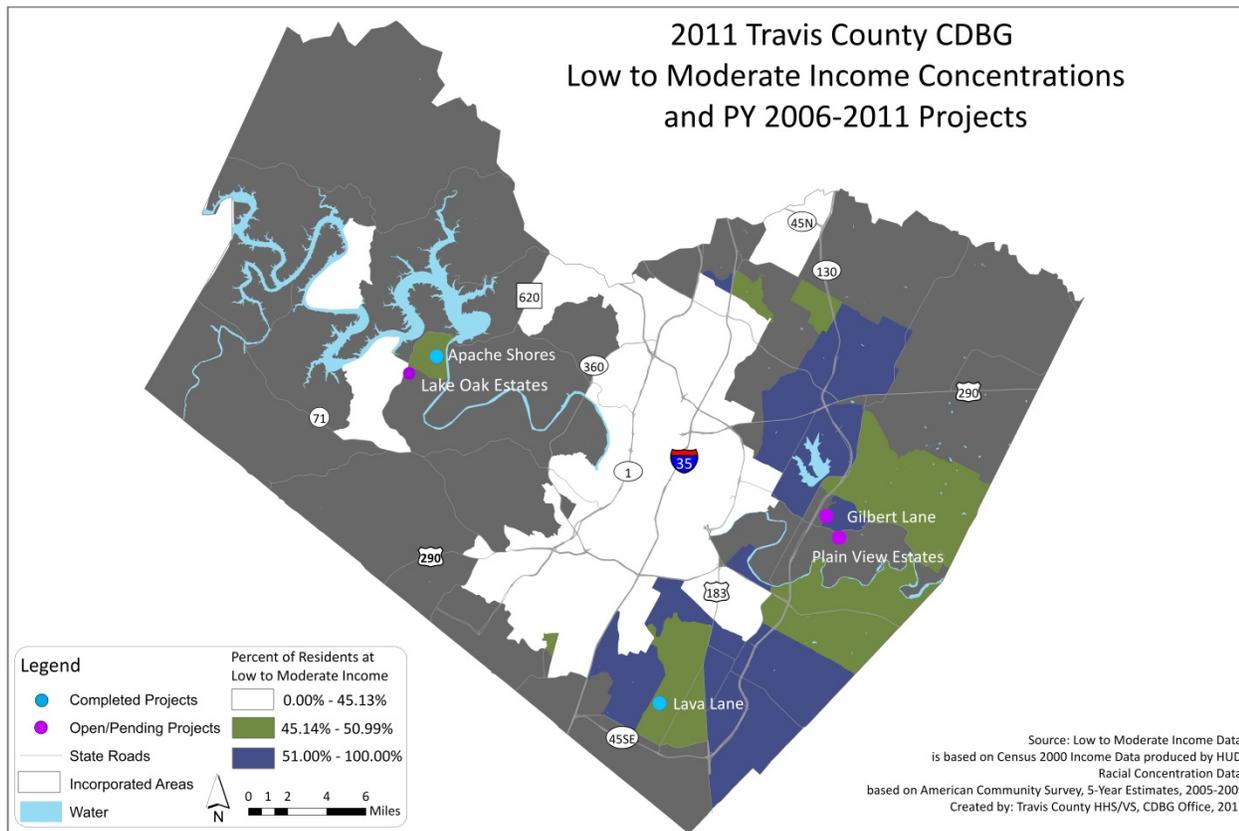
The use of CDBG funds requires selecting eligible projects that meet one of the three national objectives prescribed by HUD. These are 1) benefitting low/moderate income (LMI) persons, 2) addressing slum or blighted areas and 3) addressing an urgent need. All of the projects implemented during the program year 2010 met the national objective of benefitting low/moderate income persons, thereby complying with the additional HUD requirement of spending 70% of CDBG funds on LMI persons. The CDBG Financial Summary for Program Year 2010 Report located in Appendix C shows 100% of the PY10 expenditures benefited low to moderate income persons.

For an activity to qualify as meeting the low-mod national objective, grantees must certify they are following one of four qualifying categories: area of benefit activities, limited clientele activities, housing activities and job creation or retention activities. An area of benefit (LMA) activity is one that benefits all residents in a particular area, where at least 45.14% (based on an exception criteria) of the residents are low-to-moderate income persons. A limited clientele (LMC) activity is one where 51 percent of the beneficiaries have to be LMI persons. Low-mod housing (LMH) applies to activities that aim to provide or improve permanent residential structures, which upon completion, will be occupied by LMI households. A low/mod job (LMJ) creation activity is one designed to create or retain permanent jobs, at least 51% of which will be made available to or held by LMI persons.

The following table summarizes the category under which each project qualifies to meet the low-mod national objective as well as the specific number of clients served in each target income area. In the cases of projects where no individuals have received services yet, a check mark identifies the anticipated income targets for the clients that will benefit from that project.

# Travis County Program Year 2010 CAPER

## Figure 9: Map of Low to Moderate Income Concentrations and PY 2006-2011 Projects



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**Figure 10: PY10 Beneficiaries By Income**

Project	National Objective	Low to Moderate Income Target			Above Moderate Income (Above 80% MFI)	Total People Served
		Very Low (>30% MFI*)	Low (30.1 to 50% MFI)	Moderate (50.1 to 80% MFI)		
▪ Land Acquisition for Affordable Housing Development	Low/Moderate Income: Housing (LMH)	√	√	√	N/A	0
▪ Home Rehabilitation	Low/Moderate Income: Housing (LMH)	√	√	√	N/A	0
▪ Street Improvements Lava Lane	Low/Moderate Income: Area Benefit* (LMA)	0	0	621**	676**	1,297
▪ Homebuyer Assistance via Direct Homeownership Assistance	Low/Moderate Income: Housing (LMH)	√	√	√	N/A	0
▪ Public Services, Other – FFS Services	Low/Moderate Income: Limited Clientele (LMC)	107	59	9	0	175
▪ Youth Services, YFAC Flex Fund Expansion	Low/Moderate Income: Limited Clientele (LMC)	√	√	√	0	0
<b>Total persons served</b>		<b>107 persons</b>	<b>59 persons</b>	<b>630 persons</b>	<b>676 persons</b>	<b>1472 persons</b>

MFI = Median Family Income as defined by HUD Area Benefit\*: Both Road Improvement projects qualify as a Low-Mod Area of Benefit through an Exception Rule Provision or Upper Quartile Criterion permitted by HUD. Travis County's exception rule is 45.14%. To learn more about the Exception rule visit the following site: <http://www.hud.gov/offices/cpd/lawsregs/notices/2005/05-06.pdf>

\*\*Numbers come from HUD's IDIS system based on the most Census Data. It is not possible with the data available to determine how many of the 621 people are very low or low income.

**Compliance with CONPLAN Goals**

CDBG projects must also fit within one of the seven high priority project categories approved by Travis County Commissioners Court for the 2006-2010 planning period. The following list summarizes those high priorities identified and the corresponding projects implemented during program year 2010.

## Travis County Program Year 2010 CAPER

**Figure 11: High Priorities in the 2006-2010 Consolidated Plan and Projects Implemented in PY 2010**

High Priorities	Projects
<b>Production of New Owner Housing Units via Land Acquisition</b>	Production of New Owner Housing Units: Land acquisition and Public Infrastructure
<b>Street and Road Improvements</b>	Street Improvements: Substandard roads in Apache Shores
	Street Improvements: Lava Lane
<b>Owner Occupied Housing Rehabilitation</b>	Home Rehabilitation
<b>Public Services, Other</b>	Family Support Services Social Work Services Expansion –Travis County HHS/VS Program
<b>Youth Services</b>	YFAC Flex Funding Expansion
<b>Homebuyer Assistance*</b>	Direct Homeownership Assistance
<b>Administration and Planning</b>	Water/Wastewater Improvement Planning
	Analysis of Impediments to Fair Housing Choice

\*This project is a medium priority, but due to the tightening of the credit markets and number of foreclosures in the unincorporated areas, this project was selected to offset some of those negative impacts.

### Assessment of Goals and Objectives

This section articulates the CDBG accomplishments for PY 2010 as they relate to the goals and objectives, spending, overall performance and effective grant management. A total of 3,552 people benefited from the projects completed under the PY 06-PY 10 Consolidated Plan with 1,472 people have benefited from these funds during the reporting period.

It is important to note that in many cases the impact of the projects will not be captured for a number of years, given some of the projects will take 12-60 months to implement and complete. For example, the production of new owner housing units will not be completed until 2016. Even though CDBG funds are only expected to support the acquisition of the land, the performance indicator will not be achieved until the houses are fully constructed and the households have purchased the homes. The table summarized below identifies the goals and objectives, and the expected and actual number of people served during the past program years.

## Travis County Program Year 2010 CAPER

Figure 11: Summary of Specific Objectives (HUD Table 1 C)

SL-1 Availability/Accessibility of Living Environment (Outcome/Objective)							
Street Improvements: Substandard Roads in Apache Shores	Public Facilities	PY06 & 07 CDBG	▪ # people receiving new service, # people receiving improved service, # people served (per LMI levels)	2006	1710	0	0%
				2007	0	0	0%
				2008	0	0	0%
				2009	0	1710	100%
				2010	N/A	N/A	N/A
				<b>Multiyear Goal</b>	1710	1710	100 %
Family Support Services Social Work Services Expansion	Public Services, Other	PY07 CDBG	▪ Number of people who benefited	2006	N/A	N/A	N/A
				2007	100	71	71%
				2008	100	137	137%
				2009	120	164	136%
				2010	120	175	146%
				<b>Multiyear Goal</b>	320	372	116%
Street Improvements: Substandard Road Lava Lane*	Not Applicable	PY06 CDBG	▪ Number of people who will benefit	2006	N/A	0	N/A
				2007	1297*	0	0%
				2008	0	0	0%
				2009	0	0	0%
				2010	1297	1297	100%
				<b>Multiyear Goal</b>	1297	1297	100%
Water/Sewer Improvements: Northridge Acres Water Improvements	Public Facilities	Travis County PY06 CDBG & 4 other sources of funds	▪ Number of people who will benefit	2006	158	0	0%
				2007	0	0	0%
				2008	0	173	109%
				2009			
				2010			
				<b>Multiyear Goal</b>	158	173	109%
DH-2 Affordability of Decent Housing (Outcome/Objective)							
Owner Housing - Production of New Units: Land Acquisition	Owner Housing	PY06 & 07& 08 CDBG	▪ Number of housing units constructed	2006	10	0	0%
				2007	7	0	0%
				2008	14	0	0%
				2009	0	0	0%
				2010	0	0	0%
				<b>Multiyear Goal</b>	31	0	0%
Homebuyer Assistance	Owner Housing	PY09 & 10 CDBG	▪ Number of Households receiving assistance	2006	N/A	N/A	N/A
				2007	N/A	N/A	N/A
				2008	N/A	N/A	N/A
				2009	35	0	0%
				2010	17	0	0%
				<b>Multiyear Goal</b>	52	0	0%
DH-3 Sustainability of Decent Housing							
Homeowner Rehabilitation	Owner Housing	PY 08 CDBG	▪ Number of housing units rehabilitated	2006	N/A	N/A	N/A
				2007	N/A	N/A	N/A
				2008	5	0	0%
				2009	8	0	0%
				2010	0	0	0%
				<b>Multiyear Goal</b>	13	0	0%
SL-3 Sustainability of Living Environment (Outcome/Objective)							
Planning	Not applicable	PY 07 CDBG	▪ Other – number of neighborhoods assessed	2006	N/A	N/A	N/A
				2007	15	N/A	N/A
				2008	3	N/A	N/A
				2009	0	N/A	N/A
				2010	0	N/A	N/A
				<b>Multiyear Goal</b>	18	NA	N/A

\* The Lava Lane project is funded out of reprogrammed PY 2006 monies, but was allocated in August 2008 during PY 2007.

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The coding system used in the Outcome/Objective rows in the table above follows the numbering system established in the Community Planning and Development Outcome Performance Measurement System. The outcome/objective numbers stand for the following:

**Figure 12: Numbering System for Outcome and Objective Coding**

Objective	Outcome		
	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

## Expenditures and Leveraged Resources for Program Year 2010

### Overall Expenditures

During PY10, spending occurred in seven different projects and progress was made in moving forward with the remaining three. Of the funds available to the ten activities \$1,604,502.64 was spent, per HUD's data management system called, IDIS.

**Figure 13: CDBG PY10 Summary Financial Report from IDIS**

CDBG Program Year 2010 Summary Financial Report	
Carryover from PY09	\$1,931,325.49
PY10 CDBG Entitlement Grant	\$942,749.00
<b>Total CDBG Funds Available for PY10</b>	<b>\$2,874,074.49</b>
<b>PY10 Funds Committed</b>	<b>\$2,874,074.49</b>
<b>PY10 Funds Expended</b>	<b>\$1,604,502.64</b>
Carryover to PY11	\$1,269,571.85
HUD Timeliness Ratio	1.34

### Expenditures per Project

Figure 14 summarizes the budgeted funding, the expended funds and the percent expended for each of the projects.

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**Figure 14: Summary of PY10 Expenditures by Project**

<b>Project</b>	<b>PY 10 Budgeted Funding Available</b>	<b>Expended during PY 10</b>	<b>Percent Expended</b>	<b>**PY10 Cap Percentages</b>
▪ <b>Owner Housing: Production of New Units</b>	PY06: \$250,000	\$1,044,505.02	97%	N/A
	PY07: \$195,518			
	PY08: \$457,095.70			
	PY10: \$174,000			
▪ <b>Home Rehabilitation</b>	PY08: 106,136	\$0	0%	N/A
	PY09: \$130,000			
▪ <b>Street Improvements</b>	PY06: \$423.86	\$334,762.79	70.4%	N/A
	PY10: \$475,000			
▪ <b>Homebuyer Assistance</b>	PY09: \$509,945	\$0	0%	N/A
	PY10: 285,000			
▪ <b>Public Services, Other</b>	PY09: \$69,295	\$65,374.48	94.3%	6.93%
▪ <b>Youth Services</b>	PY09: \$32,100	\$0	0%	
▪ <b>Administration &amp; Planning</b>	PY09: \$188,454	\$159,860.35	84.8%	16.96%
<b>Total</b>	2,956,436.58	1,604,502.64		

**Timely Spending of Funds**

As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities “in a timely manner.” HUD conducts an analysis of each entitlement’s timeliness of spending 10 months into each grant year. For Travis County, the timeliness test started in August 2008, and will continue to occur every August. The threshold for compliance with timeliness is having no more than 1.5

## Travis County Program Year 2010 CAPER

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times the current year's allocation unspent. Travis County's did not meet its timeliness ratio in August 2009 and August 2010. The Program achieved timeliness with a ratio of 1.44 for its August 2011 timeliness test.

### Leveraging Resources

Although no matching requirements are mandated for CDBG, during the reporting period, Travis County was successful in using HUD's CDBG funds to leverage additional monies from public sources. The following table summarizes the amount of dollars leveraged:

**Figure 15: PY10 Leveraged Resources**

Project/Activity Leveraged	Partners	Committed Leveraged Resources	Spent during PY 2010
Family Support Services Social Work Services Expansion	Best Single Source (General Fund rent assistance program)	TBD	\$4,575
	Youth and Family Assessment Center (flexible funding)	TBD	\$3,191
Administration and Planning of CDBG	Travis County General Fund	\$157,887	\$120,755
<b>Total Leveraged Funding</b>			\$128,521

## Managing the Process

### Comprehensive Planning

The Travis County Health and Human Services & Veterans Service (HHS/VS) Department has a Research and Planning (R&P) Division tasked with much of the comprehensive planning for the department, both internally and externally with community partners. The R&P Division focuses on different issue areas including basic needs, workforce development, child and youth services (with particular emphasis on early childhood education), public health (particularly HIV/AIDS), behavioral health as well as efforts to organize the community around support for the elderly and immigrants. Additionally, the Division provides information services to inform decision making in the HHS/VS Department and across the community. These services include: an annual report of community trends and statistics based on the American Community Survey, periodic surveys of community-based organizations and focused research and analysis upon request.

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CDBG makes requests of the Research and Planning Division for technical assistance, as needed, to assist with data collection, resource development and planning in the areas related to housing, homelessness and community development. This collaborative effort increases capacity and reduces duplication of planning efforts for the Department.

Over the Program Year 2010, the CDBG staff in collaboration with the R&P Division, when noted, has participated in the following comprehensive planning efforts:

### **Homelessness**

CDBG staff represent HHS/VS in the Ending Community Homelessness Coalition (ECHO). This membership provides staff the opportunity to be involved in the issue area, to advocate for the homeless population found in the unincorporated areas, to identify service strategies and to ensure identified pockets of homeless persons in the unincorporated areas are included in the annual homeless count. CDBG staff participated in the Independent Review Team for the Continuum of Care applications. The County Executive of the Department was a member of ECHO's Membership Council and the Finance Committee for the Permanent Supportive Housing. Additionally, CDBG staff was involved in ECHO's Education and Outreach Work Group. Staff members on this workgroup contributed to the planning of ECHO's annual Hunger and Homelessness Awareness Week to be held in November 2011. Finally, the Social Worker funded through CDBG participated in ECHO's Housing Committee and Permanent Supportive Housing work.

### **Resource Development**

The Research and Planning Division has a staff person dedicated to monitoring and reviewing grant opportunities. Over the last program year, CDBG staff and R&P kept one another informed about federal, State and local funding streams and new monies that came down through various systems including stimulus funds.

Additionally, CDBG staff is a part of an inter-departmental group which focuses on resource development and grant-related processes.

### **Affordable Housing**

CDBG staff attended several meetings over the last program year related to affordable housing with the bulk of its participation occurring with the Community Action Network's (CAN) focus on creating a housing planning group. During PY10, staff participated in meetings to gather major housing funders to discuss more coordinated planning in the county as well as the five county region. Most recently, staff has been collaborating on the development of an annual housing report which will provide information to affect policy decisions and future housing planning.

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### **Foreclosures**

During the program year, CDBG purchased county-wide foreclosure data. This data was presented in the 2011-2013 Consolidated Plan. CDBG anticipates continuing to work collaboratively through participatory research in this area to ensure a consistent message on the issue.

### **PY 2011-2013 Consolidated Plan**

As an Urban Entitlement County, Travis County must draft a Consolidated Plan. The Consolidated Plan describes community needs, resources, priorities, and proposed activities to be undertaken with CDBG funds. It combines, in one report, important information about Travis County demographics, as well as detailed information on the housing and other community development needs of its residents, focusing on the unincorporated areas and presents a coordinated approach for addressing Travis County's housing and community development needs.

A new Consolidated Plan is prepared every three to five years. The first Consolidated Plan completed for the CDBG Program covered the period of 2006-2010. During PY10, the CDBG office researched and wrote the second CDBG Consolidated Plan, which covers 2011-2013. The County has moved to a three year consolidated planning process so that it is on the same planning cycle as the City of Austin. This will allow for greater regional coordination moving forward.

A variety of information sources and data sets were used to prepare the Plan, including United States Census Bureau data, special cross-tabulations of Census data prepared for HUD, public input from online surveys, public hearings and community meetings, as well as reports prepared by Travis County divisions and departments, and other local public and non-profit agencies. On August 15, 2011 the 2011-2013 Consolidated Plan was submitted to HUD.

### **Community Transformation Grant**

As a result of the work from the new Consolidated Plan, staff had an opportunity to discuss potential investment in the unincorporated areas of the county where significant HUD resources have been made with the Community Transformation Grant. Staff provided maps, information and a tour to the City of Austin's Health and Human Services Department who were writing the grant. CDBG staff have recommended investment in the 969 corridor and the Del Valle area to address the disparities related to access to services and food.

### **Travis County Comprehensive Plan**

CDBG staff is beginning to work in partnership with TNR Planning staff to ensure a consistent message with relation to housing and infrastructure development. The sharing of data products and mapping occurred to inform both CDBG's Consolidated Plan and TNR's Comprehensive Plan.

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### **Board, Commission and Association Involvement**

Staff from different divisions of the HHS/VS department, including CDBG and R&P are currently involved in numerous boards, commissions, associations, and councils, not only to further the understanding of the relationship between the community and the needs of its most vulnerable residents, but also to be a resource to the community, offering data and analysis, grant-writing skills, contacts with influential businesses, community and government leaders, and knowledge of government-funded program opportunities.

### **Compliance with Certifications**

Travis County carried out all planned actions described in the five year HUD – approved Consolidated Plan, including:

- ◆ Pursuing all resources indicated in the Consolidated Plan. Resources include leveraged dollars for grant administration, public services and public infrastructure.
- ◆ Travis County provided requested certifications of consistency for HUD programs in a fair and impartial manner.
- ◆ Travis County did not hinder the Consolidated Plan implementation through any action or willful inaction.

### **Anti-Displacement and Relocation**

Consistent with the goals and objectives of 24 CFR Part 570.606, Travis County commits to making all reasonable efforts to ensure activities undertaken with federal funds will not cause unnecessary displacement or relocation of persons (families, individuals, businesses, non-profit organizations and farms).

Travis County's policy on displacement, at present, is to not fund projects that displace persons. Travis County did not demolish or rehabilitate real property with PY 2010 funds. Through Austin Habitat for Humanity, Inc.. CDBG funds were used to purchase thirty-one lots in a new subdivision. No one was displaced as a result of this acquisition.

### **Specific Activities**

HUD requires reporting on certain types of activities funded by CDBG. Below is the list of responses to the required questions.

- **Low/Mod Job Activities:** Travis County did not undertake any low/mod job activities during the reporting year.
- **Low/Mod Limited Clientele Activities:** Travis County planned two low/mod limited clientele activities during the 2010 program year –public service projects, but only implemented one. The Social Work Services Expansion project is currently being implemented successfully. Please refer to the table title “Benefit to Low and

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Moderate Income Persons by Project” to see the breakdown of clients by income level.

- **Housing Rehabilitation:** Travis County planned housing rehabilitation activities during PY 2010, but did not implement or rehabilitate any housing units during the program year.
- **Neighborhood Revitalization Strategies:** Travis County does not currently have any HUD-approved neighborhood revitalization strategy areas.

### Fiscal Related Items

HUD requires reporting on certain types of fiscal-related items funded by CDBG. Below is the list of responses to the required questions.

- **Program Income:** Travis County did not receive any program income during the 2010 program year.
- **Prior Period Adjustments:** Travis County did not have any prior period adjustments for the 2010 program year.
- **Loans and Other Receivables:** Travis County provided a loan to Austin Habitat for Humanity for land acquisition. The loan does not require any monthly payments, and will be transferred to the homeowner via restrictive covenant for the 10 year forgivable deferred loan as each housing unit is completed and occupied. Austin Habitat’s loan will be partially released by the County upon closing for each unit.
- **Lump Sum Agreements:** Travis County did not use any lump sum agreements during the 2010 program year.

## Monitoring

As the lead agency for the development and implementation of the Consolidated Plan, the Travis County HHS&VS Department implements standard policies and procedures for monitoring CDBG programs. These monitoring activities ensure compliance with program regulations and compliance with financial requirements. Federal guidelines include: OMB A-110, OMB A-122, 24 CFR Part 570.603 (CDBG Labor Standards), 570.901-906 (CDBG) and the Davis Bacon Act and Contract Work Hours and Safety Standards Act (CDBG).

HHS/VS provides contract administration for community development activities in conjunction with the Transportation and Natural Resources Department, including but not limited to contract negotiations, compliance monitoring, and payment and contract closeout.

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### **Frequency and Results of Monitoring Activity**

#### **Sub-recipients**

Travis County engaged one sub-recipient for the land acquisition project. A desk review of the sales contract and closing documents was conducted to ensure compliance. The land was purchased 13 days after program year end. Throughout the process, CDBG staff kept in close communication with the sub-recipient's project manager, as well as Travis County staff from several departments, to enable the land purchases.

#### **Contractors**

During the reporting period, Travis County worked with a construction contractor and a design consultant for the Lava Lane Street Improvement project. For the construction contract, the Purchasing Office conducted Davis Bacon interviews and collected certified payroll of workers employed for the conduct of the water improvement project, reviewed invoices for accuracy and compliance with both of the executed contracts, and completed the required reports for the project. The CDBG Office reviewed Section 3 reports from the Contractors to ensure compliance.

#### **Internal Travis County Departments**

For CDBG funded projects implemented by Travis County Departments, the CDBG office has instituted controls at key points of the project implementation process to ensure program compliance. The CDBG office:

- ◆ Meets with each project manager and relevant project-related staff at regular intervals throughout the implementation period to review project status, implementation, effectiveness of programs, and compliance issues.
- ◆ Reviews any request for purchase prior to HHS/VS department approval.
- ◆ Reviews all Request for Qualifications, Request for Proposals, Request for Services, Invitations for BID and contracts prior to the release by the Purchasing Department.
- ◆ Requests technical assistance from HUD, as needed, on behalf of each project.
- ◆ Reviews the results of project environmental reviews, and submits the appropriate paperwork to HUD.
- ◆ Verifies and documents target area, and service area eligibility, monitoring documentation on a quarterly basis.
- ◆ Reviews CDBG project expenditures on a monthly basis before draw-downs are made.

CDBG staff completed a variety of monitoring tasks for each project.

#### **Street Improvements: Substandard Roads Lava Lane**

- ◆ Kept in communication with the project manager.
- ◆ Participated in the mandatory pre-bid and pre-award meeting to ensure compliance with grant requirements.

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- ◆ Kept in communication with Purchasing regarding Davis Bacon and Section 3 compliance issues.
- ◆ Reviewed draws prior to requesting reimbursement from IDIS.

### **Land Acquisition Project with Austin Habitat for Humanity, Inc. (AHFH)**

- ◆ Kept in communication with the project manager.
- ◆ Contracted with an environmental consultant to complete the environmental assessment.
- ◆ Provided technical assistance on contract language, timelines, etc. to keep the project moving.
- ◆ Worked with County Departments to ensure that the wire transfer and loan documents were completed.
- ◆ Worked with external organizations to address permitting issue on the first home.
- ◆ Met with AHFH at the end of the program year to discuss key personnel staff changes and arranged for a monitoring visit in Quarter 1 of PY 2011.

### **Public Services, Other: Family Support Services Social Work Services Expansion**

- ◆ Provided technical assistance and worked out service delivery issues as needed.
- ◆ Reviewed client files in February 2011 with no findings. The program is running very smoothly.
- ◆ Reviewed quarterly performance reports.
- ◆ Reviewed and approved all Authorizations to Purchase and travel and mileage requests prior to submission to financial services.

### **Results of Monitoring Efforts**

As a result of the monitoring efforts made, staff was able to identify and address potential issues surrounding compliance with different projects.

- ◆ All Davis Bacon compliance issues were handled appropriately.
- ◆ Invoices were held until Section 3 Reports were received.
- ◆ The two separate land acquisitions were completed during the program year which resulted in the County becoming timely in the spending of CDBG funds.
- ◆ No findings were made on the Public Service project.

## **Institutional Structure and Coordination**

Effective implementation of the Consolidated Plan involves a variety of agencies. Coordination and collaboration within the Travis County government and between agencies helps to ensure that the needs in the community are addressed. The key departments and agencies that are involved in the implementation of the Plan are described below.

## Travis County Program Year 2010 CAPER

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### **Health and Human Services & Veterans Service Department**

The HHS/VS Department is the lead county agency responsible for the administration of the County's CDBG funding. This Department has the primary responsibility of assessing community needs, developing the Consolidated Plan and yearly Action Plans, managing project activities in conjunction with other county departments and community partners, administering the finances, and monitoring and reporting. The CDBG office is located in the Office of the County Executive within HHS/VS. The Department reports to the Travis County Commissioners Court for oversight authority.

The CDBG office works with the Research and Planning Division (R&P) within HHS/VS in the areas of community planning, data collection, and resource development. The CDBG office will continue to keep R&P informed about HUD funding streams and continue to work collaboratively identifying and sharing relevant data to ensure a consistent message on emerging issues such as changing housing needs and foreclosure.

Additionally, the Family Support Services (FSS) Division of HHS/VS is the project manager for a CDBG public service project. FSS also manages the seven Travis County Community Centers which provide a key access point for the public to access CDBG information. The CDBG office works closely with the Division to ensure the public's access to CDBG documents and encourage outreach and public engagement through the Centers.

### **Travis County Commissioners Court**

The Commissioners Court is made up of four elected commissioners, one to represent each county precinct, and the County Judge who serves as the presiding officer. As a group, the Commissioners and County Judge are the chief policy-making and governing body of the county government. The Commissioner's Court makes all final decisions about CDBG fund allocations.

Effective implementation of the Consolidated Plan involves a variety of agencies. Coordination and collaboration within the Travis County government and between agencies helps to ensure that the needs in the community are addressed. The key departments and agencies that are involved in the implementation of the Plan are described below.

### **Transportation and Natural Resources Department**

The Transportation and Natural Resources Department (TNR) and the CDBG office work closely to coordinate environmental review functions, project planning, project implementation and GIS mapping. Additionally, over the last year, TNR's planning division and CDBG staff have begun to work more collaboratively to ensure a consistent messaging regarding housing, transportation and community development. TNR and CDBG employees have been trained in HUD environmental regulations. This cross training of both departments allows for quality review and peer consultation. Finally, the CDBG office and the CDBG

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funded Senior Engineer coordinate the preparation of project scopes, eligibility, cost estimates, and project design. The Senior Engineer also plays an active role in the implementation of CDBG & CDBG-R projects that are managed by TNR such as the street improvement projects of Lake Oak Estates and Plain View Estates.

### **County Attorney's Office**

The County Attorney is an elected official and the County Attorney's Office creates and reviews legal agreements as well as provides legal advice and consultation for the Department. They have created templates to assist with CDBG procurement actions, related consultant services, construction documents, and templates for sub-recipient agreements.

### **Purchasing Office**

The Purchasing Office manages the CDBG procurement processes for commodities, professional services and construction. Expertise in the area of federal standards has been created within the Office. The Office ensures compliance with required labor standards and submits related reports to the CDBG office. The Purchasing Office reports to the Purchasing Board, which was established by the Travis County Commissioner's Court.

### **Coordination**

The Travis County CDBG office anticipates coordinating with a variety of local non-profits and governmental entities activities related to grant management and community planning. The following list provides some examples of the type of engagements the CDBG office anticipates to build:

- Partnerships with local Community Housing and Development Organizations (CHDOs), non-profits, and other community development and housing providers to explore options for community development and public service projects and leverage other federal, state, local and private funding.
- Coordination of planning efforts with the Travis County Housing Authority and Travis County Housing Finance Corporation for affordable housing programs in the unincorporated areas of the county.
- Engagement of other municipalities in Travis County for future collaboration in the areas of community development and housing activities.
- Coordination of planning efforts with different entities in the Austin metropolitan region such as of the City of Austin and other cities in the county, for areas such as combining future efforts in the development of documents such as comprehensive

## Travis County Program Year 2010 CAPER

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Analysis of Impediments to Fair Housing Choice and a comprehensive Housing Market Study for the county/region.

In addition, the CDBG office will continue the following engagements:

- Consultation with other entitlement counties and cities to exchange models for CDBG grant management and project implementation;
- Coordination of planning efforts for affordable housing and ending homelessness initiatives with local stakeholders including coalitions of non-for-profits, the City of Austin, and regional organizations.

### **Consortium Member Cities**

Every three years, urban counties receiving CDBG funds must re-affirm their urban county entitlement status. In PY10, Travis County renewed its status for 2012-2014. As part of the qualification process, Travis County chose to invite non-entitlement cities and villages to participate in the Travis County CDBG program. The Village of Webberville elected to join the Urban County, and a Cooperative Agreement was approved by TCCC in July, 2011.

### **Public Engagement**

Travis County implements a citizen participation process based upon 24 CFR Part 91.105 and the Citizen Participation Plan (CPP) approved by Travis County Commissioners Court on April 11, 2006 and it was amended on July 20, 2010. The approved CPP identifies the strategies and structure to fully engage the community.

### **Development of the 2011-2013 Consolidated Plan PY 2011 Action Plan**

Travis County held a total of seven public hearings to provide input and comments on the proposed goals and usage of funds for the 2011-2013 Consolidated Plan and the PY11 Action Plan. During the month of February 2011, the County held five public hearings specifically to solicit input for the use of CDBG funds. In addition, during the months of June and July, Travis County held two public hearings and a 30-day public comment period to solicit final comment on the proposed uses of CDBG funds. For a detailed version of the public participation activities and comments received please refer to the 2011-2013 Consolidated Plan.

### **PY 2010 CAPER**

During the week of November 7, 2011, Travis County published a Public Notice announcing the availability of the PY 2010 CAPER, the public comment period and the public hearing at Travis County Commissioners Court. The notice appeared in several area newspapers that target the unincorporated areas of Travis County. A copy of the notice may be found in *Appendix B* in English (Attachment A) and Spanish (Attachment B). Public notices were also

## Travis County Program Year 2010 CAPER

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posted at the seven Travis County Community Centers, Travis County television and on the Travis County Website. Email and postal mail notices were provided to people who attended public hearings previously or who requested to be on the notification list.

Travis County HHS/VS drafted the CAPER and presented it to the Travis County Commissioners Court on November 29, 2011. After presentation to Travis County Commissioners Court, the CAPER will be posted for public review and written comments prior to approval by the Travis County Commissioners Court.

The comment period began December 1, 2011 and ended December 15, 2011. Additionally, a public hearing was held at Travis County Commissioners Court on December 6, 2011. The public had the opportunity to submit comments on the CAPER in writing via email, postal mail, or verbally at the public hearing. The draft CAPER was posted on the Travis County CDBG website ([www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG)), and copies of the full document were available for review at the seven Travis County Community Centers.

### **Summary of Citizen Comments on the CAPER**

During the public comment period, one comment was received during the public hearing. The comment centered around supporting the need for home rehabilitation. For the full detail on the comment received, refer to *Appendix B*, Attachment C.

### **Response to Comments**

The comment is accepted as it aligns with the current projects that will be implemented during PY 2011.

## **Evaluation of the CDBG Program**

### **Strengths**

Over the course of its first five program years, Travis County has gained significant knowledge and experience in the administration of the CDBG program, investing much time in the development of systems for CDBG processes, the collaboration of numerous county departments, and the application of federal regulations. Staff has determined that training, networking and having an excellent understanding of terminology and internal systems strengthen the implementation of projects. This training helped staff change the implementation of infrastructure projects to improve the timely expenditure of funds.

During the 2010 program year, staff continued to work with Departments, evaluate systems, identify weaknesses and work on improvements to address areas of concern. The program

## Travis County Program Year 2010 CAPER

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received an excellent monitoring report after its first comprehensive monitoring in April 2010 so staff has continued to build upon that success.

Additionally, each County Department involved with CDBG projects is extremely cooperative in communicating status of projects, issues, challenges and resolutions to problems. This level of cooperation allows compliance to be more easily achieved.

The greatest achievement for the Program this year was the meeting timeliness for the first time. The efforts described above allowed for the accomplishment of this important goal.

### **Challenges**

The largest challenge for the Program is resources – both financial and time. Many of the projects that the Program has on the potential project list need large amounts of funds to be able to implement, so finding projects that can work within the funding constraints proves difficult. Due to staff time and workload, additional funds cannot be applied for and acquired to help these projects move forward.

Additionally, the work of the Consolidated Plan and Urban County Renewal this year stressed staff workloads; therefore, projects were prioritized to ensure the achievement of timeliness resulting in two major projects and one minor project left to be implemented at the end of the program year. Staff has since started working one project through the Purchasing process with the next one following in January and plan on canceling the small project. The Analysis of Impediments to Fair Housing Choice is to be completed by a consultant to ensure that this year; the workload is manageable to allow all projects can be implemented.

### **Goals for Improvement**

Staff has identified the following goals for improvement:

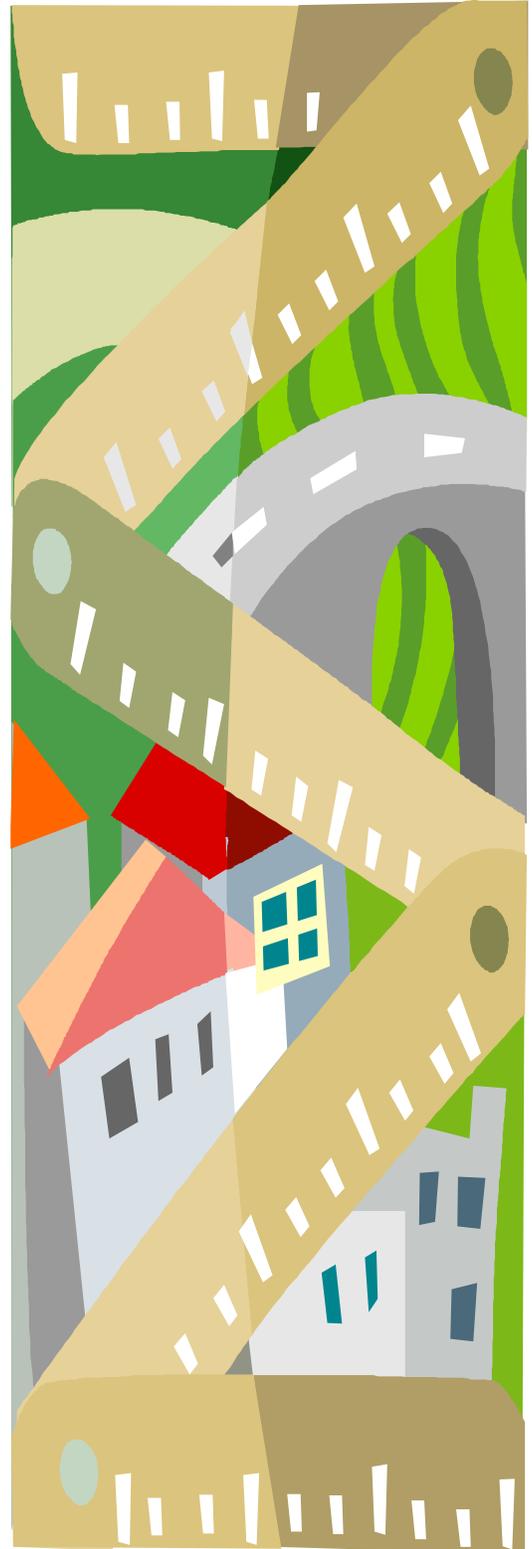
1. Continue to look for training opportunities to support knowledge gain to increase grant management skills and CDBG knowledge for County staff.
2. Use consultants to improve project performance and complement limited CDBG staff expertise or time.
3. Increase knowledge of internal Travis County systems to find the fastest and most efficient ways to implement projects.
4. Reduce the number of new types of projects to be implemented and fund the types of projects that we are developing expertise in for the next 2-3 years.



# Travis County

## Section II: Housing and Services for the Homeless

Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2009:  
October 1, 2010 – September 30, 2011



-Prepared by Travis County Health and Human Services & Veterans Service

## Travis County Program Year 2010 CAPER

## CDBG Housing Investments

Travis County did not complete any housing units during the reporting period. The CDBG land acquisition project purchased land for affordable housing development with the first housing unit 90% complete at the end of PY10. Refer to the Status of Projects section of this report to learn more about the specifics of the project.

The following figure, a table required by HUD, identifies the priorities the County assigned to the housing activities for renters or owners and the populations with special needs for the Consolidated Plan period 2006-2010. The priorities and goals were assigned in 2006 with limited data so they only represent estimates.

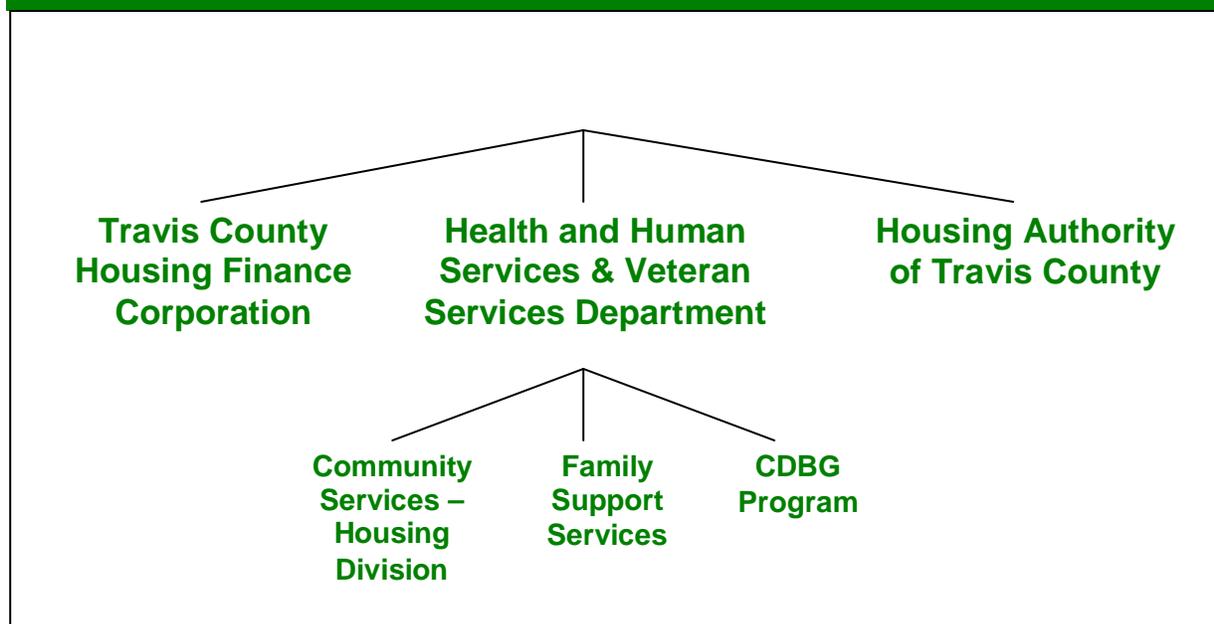
**Figure 16: Summary of Housing Priority Needs for 2006-2010  
and PY 2010 Accomplishments**

Housing Priority Needs and Accomplishments Summary									
Priority Housing Needs (Households)		Priority Need Level (High, Medium, Low)		5 Year Goals	PY 2006 Numbers	PY 2007 Numbers	PY 2008 Numbers	PY 2009 Numbers	PY 2010 Numbers
<b>Renter</b>	<b>Small Related</b>	0-30%	High	2	0	0	0	0	0
		31-50%	High	1	0	0	0	0	0
		51-80%	High	2	0	0	0	0	0
	<b>Large Related</b>	0-30%	Medium	0	0	0	0	0	0
		31-50%	High	1	0	0	0	0	0
		51-80%	High	1	0	0	0	0	0
	<b>Elderly</b>	0-30%	High	1	0	0	0	0	0
		31-50%	High	0	0	0	0	0	0
		51-80%	Medium	0	0	0	0	0	0
	<b>All Other</b>	0-30%	High	1	0	0	0	0	0
		31-50%	High	1	0	0	0	0	0
		51-80%	High	2	0	0	0	0	0
<b>Owner</b>	0-30%	High	20	0	0	0	0	0	
	31-50%	High	15	0	0	0	0	0	
	51-80%	High	31	0	0	0	0	0	
<b>Special Needs</b>				N/A	N/A	N/A	N/A	N/A	N/A
<b>Total Goals</b>				68	0	0	0	0	0

## Overview of Housing Services supported by Travis County

In addition to CDBG, Travis County addresses the housing needs of its residents through diverse strategies that include the support of homeless and emergency shelters; transitional, public, assisted, and rental housing; first-time homebuyer programs and owner-occupied assistance programs. These services are either directly delivered by county departments, affiliate entities or by contracted not-for-profit agencies. The following chart is a visual representation of the different departments/affiliate entities of the County working on a variety of housing services.

**Figure 17: Travis County Departments Providing Housing Services**



### Travis County HHS/VS Housing Services

The Travis County Housing Services Division performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. Funding for services comes from the Texas Department of Housing and Community Affairs, the City of Austin and the Travis County General Fund. This division is also working with weatherization and home repair service funds received through the American Recovery and Reinvestment Act.

In the reporting period, a total of 1,105 county residents received energy saving and emergency repair assistance. The assistance was distributed in the following manner:

## Travis County Program Year 2010 CAPER

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- ◆ 123 low-income homeowners and renters were helped to meet energy savings through the state-funded Low Income Home Energy Assistance Program (LIHEAP) and a state-funded grant from the Department of Labor.
- ◆ 789 low-income homeowners and renters were helped to meet energy savings through the federally funded ARRA Weatherization Assistance Program (WAP) administered by the State of Texas.
- ◆ 193 extremely low-income and very-low income homeowners and renters were assisted through the state-funded Comprehensive Energy Assistance Program (CEAP), which replaces or repairs energy using devices such as refrigerators, air conditioners and heating systems. This activity aims to improve energy efficiency and reduce heating and cooling costs.

### **Travis County HHS/VS Family Support Services Division**

The Family Support Services (FSS) Division provides rent and mortgage assistance for 30-day housing stabilization as well as utility assistance. Funding for services comes from the Travis County General Fund, the Federal Emergency Management Agency (FEMA), the Comprehensive Energy Assistance Program and a variety of local electric and gas utility providers.

### **Other Travis County HHS/VS Divisions**

Other HHS/VS Divisions provide emergency rent or utility assistance on a smaller scale than FSS. These dollars are usually a part of a comprehensive case management program with strategic use of funds for families in need.

### **Travis County Housing Finance Corporation**

Through the Travis County Housing Finance Corporation (TCHFC), Travis County is engaged in a number of efforts to foster and maintain affordable housing. The Corporation provides single-family home ownership (including down-payment assistance) opportunities to first-time homebuyers who meet certain income requirements. The Corporation also issues tax-exempt bonds to finance the construction or acquisition of multi-family apartments that must provide rental units to certain low and moderate-income families.

The TCHFC continues to collaborate with FSS to implement a Tenant Based Rental Assistance (TBRA) program funded through the Texas Department of Housing and Community Affairs to provide rental assistance and case management for up to 24 months for certain low income households.

Twenty-five households received Tenant Based Rental Assistance during the past year. \$153,817 has been spent for rent and utilities assistance.

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TCHFC provided \$115,110 in assistance to the Housing Authority of Travis County to improve the housing authority's operations.

TCHFC assisted a large affordable apartment complex (Metropolis Apartments owned by a non-profit housing entity) refinance and reduce their bond indebtedness. The refinancing arrangement enables the owner to better maintain the apartment units for low-income tenants.

### **The Housing Authority of Travis County**

The Housing Authority of Travis County (HATC) manages three public housing sites, a Section 8 Housing Choice Voucher Program, three Shelter Plus Care Projects and a Lease-Purchase program.

The three public housing sites have a total of 105 housing units and are located within the City of Austin. Additionally, HATC manages 33 units of Senior Housing in Manor, and 16 duplex units in Del Valle. The Housing Authority's affiliated entity, Strategic Housing Finance Corporation, is the general partner in three tax credit multifamily properties, including 208 units of Senior Housing in Pflugerville, 70 units of senior housing in Austin, and a 192 unit family property in Austin. The Shelter Plus Care projects provide rental assistance for homeless people with chronic disabilities in the Austin-Travis County area. The program utilizes integrated rental housing and flexible and intensive support services to promote community tenure and independence.

In the unincorporated areas, HATC administers the Section 8 Housing Choice Voucher Program, assisting very low income, disabled and elderly families or individuals. HATC also operates a Lease-Purchase program, to provide homeownership opportunities for prospective homebuyers who can afford monthly mortgage payments, but do not have funds for a down payment and/or closing costs or the credit standing to qualify for a loan.

The CDBG program will continue to support HATC's efforts to provide homeownership and affordable housing opportunities to low-income residents. CDBG staff has worked with HATC staff to locate sites in the unincorporated areas that are appropriate for rehabilitation or development. Though no sites have been identified yet, staff will continue to work collaboratively to find opportunities to work together.

One such opportunity, that may exist in the future, is the inclusion of interested municipalities in the Urban County beginning in Program Year 2012. Recently the County executed its first cooperation agreement with the Village of Webberville. This may create opportunities in the future to include more municipalities and increase favorable locations for collaboration with the HATC.

## **Barriers to Affordable Housing**

In the PY11 – PY13 Consolidated Plan, eight barriers to affordable housing were outlined. These barriers were identified through the needs assessment, housing market analysis, provider forum and surveys, consultations and public hearings.

### **Lack of Funding for Affordable Housing**

Funding for affordable housing requires many different products to achieve the desired affordability levels needed in a community. Funding mechanisms including the HOME Investment Program, tax credits, CDBG, FHA loans, and down-payment assistance – just to name a few – are key to increasing the affordable housing stock. Currently, Travis County does not receive a HOME formula allocation, which is a major funding source for many entitlement communities to develop affordable housing. Add to that shaky tax credit values, dwindling CDBG funds, and the tightened lending market, and one will find that developers of single family homes and multi-family housing have experienced difficulty maintaining previous development levels. It is traditionally these types of mechanisms that created the opportunity for affordable units and long term affordability. The reduction in access to funding along with a growing percentage of people with a cost burden and an ever widening gap of affordable rental units needed in the County, creates a significant barrier to affordable housing.

During the reporting period, the Program advocated for HUD funded programs, to remain fully funded to ensure the greatest access to funds, through its work with the National Association for County Community and Economic Development as well as through letters from the Travis County Commissioners Court to the county's Senators and US Representatives. Unfortunately, CDBG funds were cut approximately 16.1% for PY 2011.

### **Land Costs**

As discussed in the Housing Market Study above, land values in rural Travis County have steadily increased over the past decade. Though this trend has slowed with the decline of the housing market, land values in western Travis County remain strong enough to discourage the development of much-needed affordable housing.

During the reporting period, the Program worked through a sub-recipient to purchase 31 lots for affordable single family home development in a desirable development area approximately 9 miles from Downtown Austin and across the street from a brand new elementary school.

### **Tight Credit Market**

In the wake of the recession and collapse of the housing market, banks have significantly tightened credit requirements. While these tighter requirements were put in place to correct

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sub-prime lending practices that contributed to the foreclosure crisis, they also make it more difficult for some qualified buyers—particularly lower income homebuyers—to purchase a home or refinance an existing loan. This credit market also impacts a developer's ability to borrow funds to create rental housing. The Housing Market Study above highlights the marked reduction in permits in Travis County, and points to the difficulty that developers are experiencing to create new market rate rental housing – much less affordable units.

The CDBG Program has funded over \$790,000 for homebuyer assistance programs that will allow for households, who qualify for a convention loan, but lack the funds to provide a down payment or who have a substantial gap to make the home affordable, the opportunity to request up to \$38,000 of assistance. This project was not able to be implemented during the reporting period, but anticipated to be up and running in the second quarter of Program Year 2011.

### **Building Codes, Zoning Provisions, Growth Restrictions and Fees**

Currently, Travis County does not have any building codes, zoning provisions or growth restrictions in the unincorporated areas. This is largely a function of state statutes that place significant limits on the authority of counties to regulate or restrict development. While less restrictions, codes and provisions initially increase affordable development, it also increases the likelihood for substandard housing and other unsuitable living conditions throughout the unincorporated areas.

During the reporting period, no changes have been made, however, the County now required notification to homeowners about the reduced access to some services for those living in the unincorporated areas.

### **Environmental Regulations**

Several state and federal regulations exist to protect the environment including the Endangered Species Act, the National Pollutant Discharge Elimination System and the Wetland regulations. Texas rules include regulations for the installation of septic systems and for development over the Edwards Aquifer. These regulations may increase costs for development, affecting affordability especially in the Western parts of Travis County where endangered species habitat and the Edward Aquifer are located.

During the reporting period, no actions were taken.

### **Other factors affecting affordability**

Though housing affordability is traditionally evaluated by the percentage of income required for housing costs, policy makers and planners are increasingly considering the impact that housing location has on the overall affordability for a household. This is a particularly useful

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framework for considering affordability in the unincorporated areas of Travis County, where housing prices may be lower but other factors may be considerably more expensive.

- **Transportation**

Transportation costs are a major component of household expenditures. Residents of the unincorporated areas generally must travel farther for work, school and shopping, and have less access to public transit options. As a result, it is likely that residents of the unincorporated areas have higher transportation costs than residents of more densely developed urban neighborhoods.

- **Infrastructure**

Many parts of the unincorporated areas lack existing water and wastewater infrastructure and/or maintained. The costs of installing necessary infrastructure would make a property unaffordable to an individual or an affordable housing nonprofit developer.

- **Utility Costs**

The cost of utilities in the unincorporated areas varies, depending on the provider of the service in a given area. Based on input received through the social work program and resident engagement, monthly utility bills often represent a burden to very low-income households.

During the program year, the public service project referred clients to utility assistance programs, infrastructure was improved through the use of grant funds and water connections are being paid for using CDBG-R funds for a community.

### Impediments to Fair Housing Choice

HUD has a commitment to eliminate racial and ethnic segregation, physical and other barriers to persons with disabilities, and other discriminatory practices in the provision of housing. HUD extends the responsibility of affirmatively furthering fair housing to local jurisdictions through a variety of regulations and program requirements.

As an entitlement county receiving CDBG funds from HUD, Travis County must fulfill its fair housing responsibilities by developing an Analysis of Impediments (AI) to Fair Housing Choice and by taking actions to overcome the identified impediments. Given the County's limited history administering the grant (since October 2006), the complexities of conducting a thorough analysis, and the limited staff resources, the CDBG office of Travis County developed a preliminary analysis to lay the foundation for a more comprehensive analysis to be conducted by a consultant. The document is anticipated to be completed by June 2012.

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The City of Austin conducted an Analysis of Impediments to Fair Housing Choice, published in February, 2005. Since much of the analysis conducted by the city used county level data, the impediments identified in this analysis can be expected to be true for other areas of the county, including the unincorporated areas. The identified impediments are the following:

- Lack of accessible housing to meet the need of the disabled community throughout the county
- Lack of affordable housing
- Discrimination of minorities in housing rental and sales market
- Misconception by property managers concerning family occupancy standards
- Predatory lending practices
- Disparity in lending practices
- Failure of mortgage lenders to offer products and services to very low income and minority census tracts people
- Insufficient financial literacy education
- Insufficient income to afford housing

In addition to the City of Austin's study, this Consolidated Plan has allowed the County to lay the foundation for a robust AI with the key issues identified in the unincorporated areas which include population shifts, foreclosures, and lack of housing for specific populations. The new AI will address the factors associated with the disproportionate number of foreclosures occurring outside of the City of Austin, and how lending practices might be contributing to this phenomenon.

During the reporting period, information on fair housing was provided on the CDBG website and Travis County's TV Channel. CDBG funds paid for training from the Corporation for Supportive Housing to train Permanent Supportive Housing providers about fair housing and how to ensure the use of preferences and waiting lists without violating fair housing laws. Grant funds also paid for land to assist with the development of affordable single family homes and the homes are being built to visitability standards as outlined by the City of Austin so that homes are accessible to people with some physical disabilities.

Additionally, Travis County Social Service Contracts in the amount of \$132,582.81 went towards legal aid and tenants council services to provide fair housing resources for a total of 9,968 clients in the 2010 program year. Social Service Contracts are also in place to address financial literacy, and to increase income through workforce development efforts.

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### Homelessness

#### Planning Efforts to End Homelessness

Travis County is a member of the Ending Chronic Homelessness (ECHO) Coalition whose mission is to identify specific strategies and oversee ongoing planning and implementation of a plan to end chronic homelessness in Austin and Travis County. The coalition is comprised of four committees or work groups: Housing, Continuum of Care (CoC), Outreach and Education, Data, and the 100,000 Homes Campaign. These committees in turn have subcommittees. Regular monthly meetings for each committee/subcommittee are held, and plenary meetings for all ECHO members are held quarterly.

Travis County CDBG staff joined ECHO's Planning and Evaluation Committee during PY07 and since then has participated in a number of subcommittees including the Count and Survey sub-committee in charge of the annual homeless count, and the Independent Review Team that reviews and ranks CoC applications and provides feedback to contracting agencies as well as the Housing Committee and Membership Council. Refer to the section on HUD Continuum of CARE (CoC) Funding for further details on CoC.

#### Homeless Services

During the 2010 program year, Travis County did not target the use of CDBG funds toward homeless efforts. However, Travis County invested \$213,916.88 in general fund dollars via contracts with social service providers targeting the homeless persons in conjunction with the Austin/Travis County ESG grant administration and the Austin/Travis County Plan to End Chronic Homelessness. Services provided include:

- ◆ 1,062 unduplicated clients received case management
- ◆ 60 unduplicated clients received supportive housing
- ◆ 4,618 adults and children received shelter
- ◆ 117 adults and children were placed in transitional housing
- ◆ 122,400 bed/nights were offered for emergency shelter.

#### Homelessness Prevention

A variety of homelessness prevention efforts are made through the Travis County General Fund and other grant sources. HHS/VS invests funds through its Family Support Services Division (FSS) to address housing stability issues including rent, mortgage and utility assistance. During the reporting period, FSS provided over \$ 5,329,989 of General Fund and grant assistance dollars to:

## Travis County Program Year 2010 CAPER

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- ◆ 8,271 individuals with emergency rent/mortgage payments to stabilize housing for 30 days.
- ◆ 23,420 individuals with utilities to resolve an energy crisis and maintain housing.

HHS/VS invests \$90,361.96 through social service contracts focusing on housing stability. Services provided include:

- ◆ 726 households with Basic Needs Assistance;
- ◆ 590 households with Rent/Utility Assistance;
- ◆ 86,147 hot meals provided.

### **HUD Continuum of CARE (CoC) Funding**

Continuum of Care is a funding mechanism by which HUD awards through a national competition grants for the Supportive Housing Program (SHP), Shelter Plus Care (S+C) and the Section 8 Moderate Rehabilitation Single-Room Occupancy (SRO) Program to states, localities and non-profit organizations.

The SHP program provides funding for the development of transitional housing for homeless individuals with disabilities. The S+C program provides rental assistance for homeless people with chronic disabilities (usually severe mental illness, HIV/AIDS, and chronic drug and/or alcohol dependency). All grantees are required to match their federal funding for rental assistance with equal funding for supportive services. The SRO program provides project-based rent subsidies for occupants of single-room occupancy facilities that have undergone moderate rehabilitation.

The Austin/Travis County received approximately \$5 million in HUD Continuum of Care (CoC) funding. Part of the funding will focus on projects that qualify as part of the SHP program while the other part will target projects under the S+C programs. Additionally, the CoC received a Samaritan bonus to increase funds for permanent supportive housing.

### **HOME/ American Dream Down Payment Initiative (ADDI)**

Travis County does not receive HOME or ADDI funds at this time.

### **Emergency Shelter Grant**

Travis County does not receive Emergency Shelter Grant funds at this time.

## Addressing “Worst Case” Housing Needs

Addressing the housing needs of persons with disabilities and households who live at or below 50% of the Median Family Income (MFI) is critical to ensuring a viable community. HUD defines households with worst case needs as unassisted renters with incomes below 50% of the local area median incomes, who pay more than half of their income for housing or live in severely substandard housing.

### **CDBG Efforts**

The implementation of the FSS Social Work program this year provided data to demonstrate the housing needs. More than half of the households served thus far identified having a housing problem (either in need of housing or requiring major housing repairs). CDBG has funded home rehabilitation, homebuyer assistance and land acquisition to support affordable housing development to reduce the cost burden for households at or below 80% MFI.

### **Travis County Efforts**

The County addresses worst case housing needs in a variety of ways including targeted investments to low income persons. The Travis County Housing Services performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. As pointed out in an earlier section of this report, during the PY10 a total of 1,105 county residents received energy saving weatherization and emergency repair assistance.



# Travis County

## **Section III: Non- Housing Community Development and Other Actions**

Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2009:  
October 1, 2010 – September 30, 2011



-Prepared by Travis County Health and Human Services & Veterans Service

## Travis County Program Year 2010 CAPER

## Non-Housing Community Development Investments

Non-Housing Community Development projects include infrastructure, public facilities and public service projects. Out of these three categories Travis County identified infrastructure and public services in their high priorities for the 2006-2010 period. Within the infrastructure category, water and wastewater projects and street improvement projects were prioritized. For public services, youth services and “Other Public Service Needs” were prioritized. Other public service needs encompasses most public services except youth services, senior services, employment training, child care services, transportation services, substance abuse services, health services and lead hazard screening.

**Figure 18: Community Development Priorities Identified for the 2006-2010 Consolidated Plan and Program Years 2006 -2010**

Area of Priority	Priority Need Level for the 2006 – 2010 period	Projects for PY 06, 07, 08, 09 & 10	Dollars to Address Needs*	Dollars Spent in PY 2006	Dollars Spent in PY 2007	Dollars Spent in PY 2008	Dollars Spent in PY 2009	Dollars Spent in PY 2010
<b>Infrastructure</b>								
Water/Sewer Improvements	High	√	\$2,500,000	\$ 0	\$72,297.55	\$127,702.45	\$ 0	\$ 0
Street Improvements	High	√	\$1,500,000	\$ 0	\$ 0	\$177,868.99	\$606,017.29	\$334,762.79
<b>Public Service Needs</b>								
Youth Services	High	√	\$250,000	Funds were Re-allocated	NA	NA	\$ 0	\$ 0
Other Public Service Needs	High	√	\$500,000	\$ 0	\$27,010.28	\$64,020.50	\$ 69,893.27	\$65,374.48

\* “Dollars to Address Needs” refers to how many dollars it would take to make the problem “go away.” This concept is part of a table that is required by HUD. The numbers listed under the “Dollars to Address Needs” are estimates that were made in 2006 with limited data, and as such they do not necessarily represent actual figures.

## Travis County Program Year 2010 CAPER

## Overview of Travis County CDBG Investments in Community Development

<b>Figure 19: Overview of Travis County CDBG Investment in Community Development</b>		
<b>Community Development Needs/Projects</b>	<b>Priority Need Level</b>	<b>CDBG Investments</b>
<b>INFRASTRUCTURE</b>		
Water Improvements PY06 Northridge Acres	High	\$ 200,000
Street Improvements PY 06 Apache Shores	High	\$ 305,000
Street Improvements PY 07 Apache Shores	High	\$ 500,000
Street Improvements PY 06 Lava Lane	High	\$83,659
Street Improvements PY 09 Lava Lane	High	\$ 60,000
Street Improvements PY 10 Lava Lane	High	\$ 400,000
	<b>Total Infrastructure</b>	<b>\$1,548,659</b>
<b>PUBLIC SERVICE</b>		
Other Public Service Needs PY 07	High	\$ 64,000
Other Public Service Needs PY 08	High	\$ 64,877
Other Public Service Needs PY 09	High	\$ 35,000
Youth Services PY 09	High	\$ 32,100
Other Public Service Needs PY 10	High	\$69,295
	<b>Total Public Service</b>	<b>\$265,272</b>

## Travis County Program Year 2010 CAPER

<b>ECONOMIC DEVELOPMENT</b>	Low	\$ 0
<b>PUBLIC FACILITY</b>	Medium and Low	\$ 0
<b>PLANNING</b>		
Water/Wastewater Improvement Planning PY 07	Not applicable	\$ 88,727
Water/Wastewater Improvement Planning PY 08	Not applicable	\$ 108,704
	<b>Total Planning</b>	<b>\$197,431</b>
<b>TOTAL CDBG Dollars Invested in Community Development:</b>		<b>\$2,011,362</b>

In addition to CDBG investments, the County's infrastructure department, Transportation and Natural Resources, conducts community development activities in the form of public parks, bridge and drainage projects, storm water management, road maintenance, on-site sewage facilities, transportation planning, and various other projects, approximately totaling over \$50 million.

### Water and Wastewater Needs

Since the inception of the CDBG Program, there has been strong interest in water and wastewater projects from residents in the unincorporated areas. To date, the Travis County CDBG office has received public requests for water infrastructure projects that taken together would cost \$16,000,000 to implement and requests for wastewater infrastructure projects that would cost a total of \$8,000,000 to implement. A higher percentage of these requests have come from neighborhoods on the eastern side of the county. Due to funding constraints, no water infrastructure projects are currently funded through the CDBG program; however, CDBG-R funds are currently allocated to a water connection project.

### Anti-Poverty Strategy

Travis County's lead agency for administering CDBG funds is the Health and Human Services & Veterans Service Department. Addressing poverty is at the heart of the mission of the Department, whose mission is "to work in partnership with the community to promote full development of individual, family, neighborhood, and community potential." The vision of HHS/VS is "optimizing self-sufficiency for families and individuals in safe and healthy

## Travis County Program Year 2010 CAPER

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communities.” Both the mission and vision of HHS/VS are essentially aimed at preventing and ameliorating conditions of poverty in Travis County.

Annually, over \$24 million is invested in alleviating the conditions which contribute to poverty by stabilizing housing, providing comprehensive case management, and increasing opportunity through workforce development and youth and child programs – just to name a few. Furthermore, the CDBG program has invested in expansion of an internal social work program to serve over 370 people to link them to services to improve self-sufficiency and quality of life; while investments in housing will be made to reduce cost burden and to improve access to safe and decent housing.

Travis County operates a number of anti-poverty programs that assist individuals and families on multiple fronts in transitioning from crisis to self-sufficiency. The County carries out its anti-poverty programs both through the direct delivery of services managed by HHS/VS and by purchasing services from private and not-for-profit agencies in the community – referenced above. In addition to the provision of direct services, Travis County continually assesses the poverty and basic needs of county residents, works with stakeholders in facilitating anti-poverty efforts, and supports public policy initiatives that prevent and ameliorate conditions of poverty.

HHS/VS began to develop a formal anti-poverty strategy during the 2006 program year. In PY10, work continued to further the development of the official anti-poverty strategy and advocacy for services outside the urban core are highlighted in this report.

Overall, the needs of the residents in the unincorporated areas have not been studied in depth and quantified as much as those that live within the city limits. The work of the social services program and collaborative planning will continue to identify those needs and will serve as a starting point for a more thorough needs assessment.

### **Non-Homeless Special Needs**

HUD identifies non-homeless special needs populations as elderly, frail elderly, those with severe mental illness, the developmentally disabled, the physically disabled, persons with alcohol and other drug addictions, victims of domestic violence, and persons living with HIV/AIDS.

Travis County’s HHS/VS provides services to special needs populations through direct services as well as social service contracts and inter-local agreements with other governmental organizations. Travis County HHS/VS invests in different programs to address public health, substance abuse, indigent health, and mental health needs. Additionally, CDBG funded

## Travis County Program Year 2010 CAPER

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programs will be marketed to populations with specialized needs and services to ensure inclusion and improve access.

### **Services for Elderly & Frail Elderly**

Travis County funded \$178,393.06 dollars worth of services to the elderly and frail elderly through social service contracts during the reporting period. Services provided include case management, in-home care services, meals and bill payer services. In-home services include assistance with personal hygiene tasks as well as housekeeping, while bill payer services included assistance with finances and money managements. There were:

4,520 unduplicated clients served

1,599 unduplicated clients received case management services

685,861 prepared meals provided

1,745 individuals received in-home services.

### **Services for Persons with Physical Disabilities or Developmental Delays**

Through social service contract investments during the reporting period, Travis County funded \$228,633.66 dollars worth of services for persons with physical disabilities and developmental delays. Services centered around employment and job-readiness, case management, early childhood intervention, basic needs assistance, and social/recreational opportunities. A total of 2,848 unduplicated children and adults were served during the reporting period.

### **Services for Victims of Domestic Violence**

Travis County funded \$157,819.89 dollars worth of services for persons experiencing abuse, neglect, domestic violence, and sexual assault through social service contract investments during the reporting period. Services centered around advocacy, crisis management, emergency shelter, transitional housing and counseling. Approximately 46,955 days of shelter and 2,248 unduplicated adults and children received services during the reporting period.

### **Services for Persons Living with HIV/AIDS**

In PY10 Travis County funded \$236,198.57 dollars worth of services for persons living with HIV/AIDS (PWLA) through social service contract investments. Services centered around advocacy, crisis management, emergency shelter, transitional housing, and counseling. A total of 1,549 persons received services including case management, medical care retention, client advocacy, medication adherence assistance, food pantry assistance, nutritional counseling, home health, prevention and support groups. Additionally, Travis County provided other services through public health and fair housing inter-local agreements.

## Travis County Program Year 2010 CAPER

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### **Lead-Based Paint**

During PY10, the CDBG office continued to develop a lead-based paint procedures manual for guiding the implementation of the home rehabilitation project. Prior to contracting for the owner occupied home repair program, the County will finish the manual and follow its guidelines to comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September, 1999. Activities supported with Travis County CDBG funds must be in full compliance with the Lead Safe Housing Rule (24 CFR Part 35) of the U.S. Department of Housing and Urban Development (HUD). The CDBG program has created guidelines to ensure that the necessary steps for notification, identification and treatment of Lead Based Paint are followed, for owner occupied rehabilitation projects, homebuyer assistance projects and other projects as appropriate.

HHS/VS Housing Services Division, which receives funds through State grant funds and the Travis County General Fund, provides limited lead-based paint remediation on houses built before 1978 where small holes in the wall or similar acts that could cause additional possible lead exposure are made. The lead safe practices are used to ensure client and worker safety. Areas disturbed are sealed and all loose contaminates are removed. The Housing Services Division does not have a complete lead abatement process nor does it have a formal lead based paint remediation program; however, they do perform Lead Safe work as prescribed by the EPA in conjunction with their WAP and Home Repair Programs. Housing Services is an EPA Certified Lead Safe Firm who employs EPA Certified Lead Safe Renovators and complies with lead safe practices when working on homes built prior to 1978.

### **Specific HOPWA Objectives**

Travis County does not receive HOPWA funds at this time.



# Travis County

## Appendix A: Lava Lane Before & After Pictures

Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2010:  
October 1, 2010 – September 30, 2011



-Prepared by Travis County Health and Human Services & Veterans Service

## Travis County Program Year 2010 CAPER

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Lava Lane Before Construction



Lava Lane During Construction

## Travis County Program Year 2010 CAPER

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Lava Lane During Construction



Lava Lane at Project Completion



# Travis County

## Appendix B: Public Engagement

Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2010:  
October 1, 2010 – September 30, 2011



-Prepared by Travis County Health & Human Services & Veterans Service

## Travis County Program Year 2010 CAPER



**Travis County  
Community Development Block Grant (CDBG) Program  
Public Notice: Invitation to Comment on the  
Draft of the Program Year 2010 CDBG Annual Report**

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG) Program, Travis County will make available to the public its Program Year 2010 CDBG annual report known as the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1, 2010 to September 30, 2011, and describes progress made in carrying out the CDBG projects. This report will be submitted to the U.S. Department of Housing and Urban Development to meet federal requirements.

### Comment Period and Draft Document

Comments will be accepted for 15 days beginning December 1, 2011 at 8:00 a.m. and ending December 15, 2011 at 5:00 p.m. Beginning December 1, 2011, a draft document will be available for download on the Travis County CDBG page [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG) or available for review at any of the seven Travis County Community Centers:

South Rural Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

### Public Hearings

The public can provide their comments by attending a Public Hearing scheduled for Tuesday, December 6, 2011 at 9:00 a.m. at Travis County Granger Building, Commissioners Courtroom, 314 W. 11th St, Austin, TX.

### Mailing Comments

The public can also mail their comments to: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 or e-mail them to Christy Moffett at [christy.moffett@co.travis.tx.us](mailto:christy.moffett@co.travis.tx.us)

*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 854-3460 for assistance.*

## Travis County Program Year 2010 CAPER



**Condado de Travis**  
**Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG)**  
**Aviso Público: Invitación para comentar sobre la versión preliminar del**  
**Informe Anual del Programa CDBG para el Año Programático 2010**

Como parte del proceso continuo de participación del público del Condado de Travis relacionado con el Programa de Subsidios Globales para el Desarrollo Comunitario (conocido como CDBG por sus siglas en inglés) el Condado de Travis pondrá a disposición del público el informe anual del programa CDBG para el año programático 2010 conocido como Informe Anual Consolidado de Desempeño y Evaluación (CAPER).

El informe CAPER cubre un período desde el 1º de octubre de 2010 hasta el 30 de septiembre de 2011, y describe el progreso realizado en el desarrollo de los proyectos del programa CDBG. Este informe será presentado al Departamento de Vivienda y Desarrollo Urbano de EE.UU. para cumplir con los requisitos federales.

**Período para comentarios y documento preliminar**

Se aceptarán comentarios durante 15 días a partir del 1º de diciembre de 2011 a las 8:00 a.m. hasta el 15 de diciembre de 2011 a las 5:00 p.m. A partir del 1º de diciembre de 2011 la versión preliminar del documento estará disponible para ser descargada de la página del programa CDBG del Condado de Travis en internet [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG) o estará disponible para ser consultada en cualquiera de nuestros siete centros comunitarios del Condado de Travis:

Centro Comunitario Rural del Sur	3518 FM 973, Del Valle
Centro Comunitario del Condado de Travis	15822 Foothills Farm Loop, Bldg D, Pflugerville
Centro Comunitario Rural del Oeste	8656-A Hwy 71 W., Suite A, Oak Hill
Centro Comunitario Rural del Noroeste	18649 FM 1431, Jonestown
Centro Comunitario Rural del Este	600 W. Carrie Manor, Manor
Centro Comunitario de Palm Square	100 N. IH-35, Suite 1000, Austin
Centro Comunitario de Post Road	2201 Post Road, Suite 101, Austin

**Audiencia pública**

El público puede hacer sus comentarios asistiendo a una audiencia pública programada para el martes 6 de diciembre de 2011 a las 9:00 a.m. en el edificio Travis County Granger Building, en la sala "Commissioners Courtroom", 314 W. 11th St, Austin, TX.

**Envío de comentarios**

El público también puede mandar comentarios por correo postal al: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 o por correo electrónico a Christy Moffett al [christy.moffett@co.travis.tx.us](mailto:christy.moffett@co.travis.tx.us)

*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 854-3460.*

## Travis County Program Year 2010 CAPER

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### **Attachment C** Summary of Public Comments

One comment was received during the 15 day public comment period during the public hearing held on December 6, 2011. It centered around the need to implement the home rehabilitation program. See below for the full detail.

#### **Public Comment Received during the Public Hearing on December 6, 2011**

Ronnie Reefersed: Thank you sir. I wanted to express I'm such a lucky person. I have the joy of knowing Miss Moffett and talking about these various issues, but I also heard from what she said that perhaps now would be a time to just throw my hat in the ring as -- and just to accelerate getting in on the program. And I think I've shared a lot of information with you. I happen to have a house that's still in disrepair and so I think the category is home rehabilitation, just to throw vaguely and we can go from there at a different time, but I thought what you said it would be good to do what I'm doing now. And thanks for the work that you are doing. It's great.

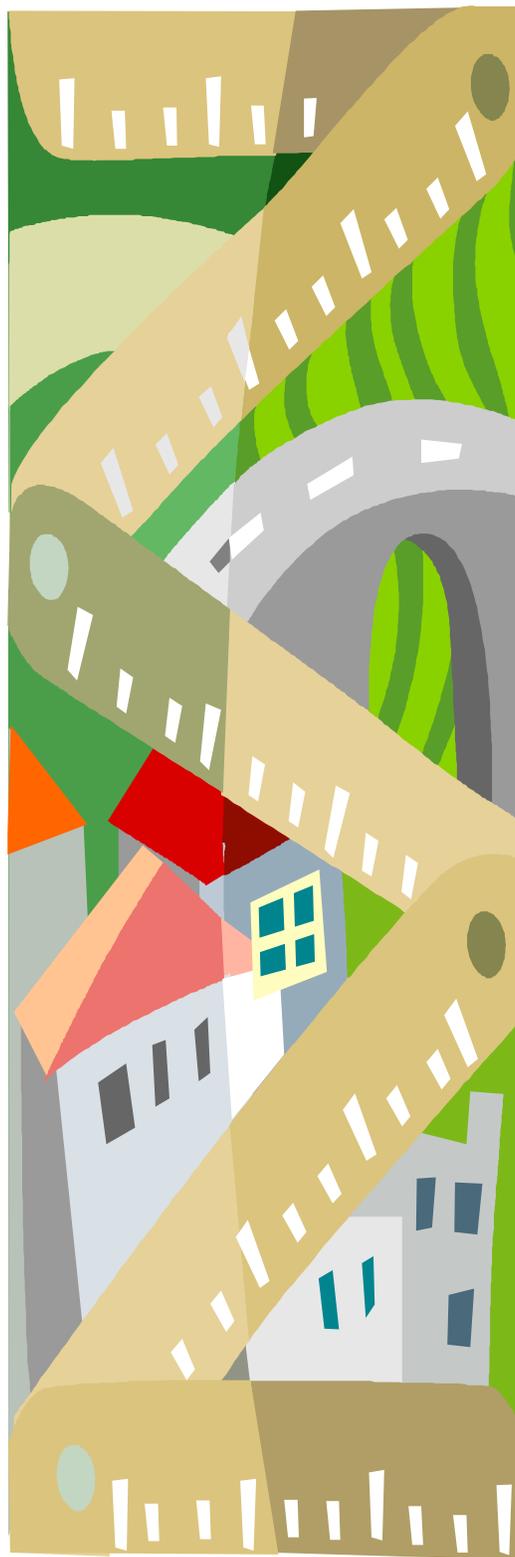
Judge Biscoe: Thank you, Mr. Reefersed.



# Travis County

## Appendix C: IDIS Reports

Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2009  
October 1, 2010 – September 30, 2011



-Prepared by Travis County Health and Human Services & Veterans Service

## Travis County Program Year 2010 CAPER

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Attachment A: CDBG Financial Summary Report (CO4PR26)



Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System  
 PR26 - CDBG Financial Summary Report  
 Program Year 2010  
 TRAVIS COUNTY , TX

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**PART I: SUMMARY OF CDBG RESOURCES**

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,931,325.49
02 ENTITLEMENT GRANT	942,749.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
06 RETURNS	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,874,074.49

**PART II: SUMMARY OF CDBG EXPENDITURES**

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,444,642.29
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,444,642.29
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	159,860.35
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,604,502.64
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,269,571.85

**PART III: LOWMOD BENEFIT THIS REPORTING PERIOD**

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,444,642.29
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,444,642.29
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

**LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS**

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2010 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

**PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS**

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	65,374.48
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	65,374.48
32 ENTITLEMENT GRANT	942,749.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	942,749.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	6.93%

**PART V: PLANNING AND ADMINISTRATION (PA) CAP**

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	159,860.35
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	159,860.35
42 ENTITLEMENT GRANT	942,749.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	942,749.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	16.96%



Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System

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PR26 - CDBG Financial Summary Report

Program Year 2010

TRAVIS COUNTY , TX

**LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17**

Report returned no data.

**LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18**

Report returned no data.

**LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19**

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2006	2	7	5176420	PY 06 LAND ACQUISITION PROJ	01	LMH	\$249,999.00
2007	1	10	5176420	PY 07 LAND ACQUISITION	01	LMH	\$195,517.00
2008	7	26	5176420	PY 08 Land Acquisition	01	LMH	\$457,095.70
2010	1	27	5250076	PY 10 Lava Lane - Phase 3	03K	LMA	\$4,296.34
2010	1	27	5270360	PY 10 Lava Lane - Phase 3	03K	LMA	\$93,339.46
2010	1	27	5277794	PY 10 Lava Lane - Phase 3	03K	LMA	\$59,865.68
2010	1	27	5288725	PY 10 Lava Lane - Phase 3	03K	LMA	\$85,449.35
2010	1	27	5296961	PY 10 Lava Lane - Phase 3	03K	LMA	\$8,680.94
2010	1	27	5299647	PY 10 Lava Lane - Phase 3	03K	LMA	\$64,895.24
2010	1	27	5328207	PY 10 Lava Lane - Phase 3	03K	LMA	\$5,891.02
2010	1	27	5329677	PY 10 Lava Lane - Phase 3	03K	LMA	\$3,957.85
2010	1	27	5342919	PY 10 Lava Lane - Phase 3	03K	LMA	\$8,386.91
2010	3	29	5193058	PY 10 FSS Social Work Expansion	05	LMC	\$2,862.18
2010	3	29	5210516	PY 10 FSS Social Work Expansion	05	LMC	\$10,488.43
2010	3	29	5216161	PY 10 FSS Social Work Expansion	05	LMC	\$332.43
2010	3	29	5235451	PY 10 FSS Social Work Expansion	05	LMC	\$5,381.41
2010	3	29	5246131	PY 10 FSS Social Work Expansion	05	LMC	\$5,392.20
2010	3	29	5250076	PY 10 FSS Social Work Expansion	05	LMC	\$5,367.32
2010	3	29	5270360	PY 10 FSS Social Work Expansion	05	LMC	\$5,291.89
2010	3	29	5277794	PY 10 FSS Social Work Expansion	05	LMC	\$2,641.74
2010	3	29	5288725	PY 10 FSS Social Work Expansion	05	LMC	\$5,340.34
2010	3	29	5296961	PY 10 FSS Social Work Expansion	05	LMC	\$2,867.06
2010	3	29	5299647	PY 10 FSS Social Work Expansion	05	LMC	\$2,461.55
2010	3	29	5328207	PY 10 FSS Social Work Expansion	05	LMC	\$8,690.45
2010	3	29	5329677	PY 10 FSS Social Work Expansion	05	LMC	\$5,621.83
2010	3	29	5342919	PY 10 FSS Social Work Expansion	05	LMC	\$2,322.58
2010	3	29	5354012	PY 10 FSS Social Work Expansion	05	LMC	\$313.07
2010	5	33	5250076	PY 10 Gilbert Lane Subdivision Land Acquisition Phase 2	01	LMH	\$4,573.22
2010	5	33	5300433	PY 10 Gilbert Lane Subdivision Land Acquisition Phase 2	01	LMH	\$137,320.10
<b>Total</b>							<b>\$1,444,642.29</b>

## Travis County Program Year 2010 CAPER

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Attachment B: Program Year 2010 Summary of Accomplishments (CO4PR23)



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Summary of Accomplishments  
 Program Year: 2010

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TRAVIS COUNTY

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Underway Count	Underway Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Acquisition	Acquisition of Real Property (01)	4	\$1,044,505.02	0	\$0.00	4	\$1,044,505.02
	<b>Total Acquisition</b>	<b>4</b>	<b>\$1,044,505.02</b>	<b>0</b>	<b>\$0.00</b>	<b>4</b>	<b>\$1,044,505.02</b>
Housing	Direct Homeownership Assistance (13)	2	\$0.00	0	\$0.00	2	\$0.00
	Rehab; Single-Unit Residential (14A)	2	\$0.00	0	\$0.00	2	\$0.00
	<b>Total Housing</b>	<b>4</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>4</b>	<b>\$0.00</b>
Public Facilities and Improvements	Street Improvements (03K)	0	\$0.00	3	\$334,762.79	3	\$334,762.79
	<b>Total Public Facilities and Improvements</b>	<b>0</b>	<b>\$0.00</b>	<b>3</b>	<b>\$334,762.79</b>	<b>3</b>	<b>\$334,762.79</b>
Public Services	Public Services (General) (05)	0	\$0.00	1	\$65,374.48	1	\$65,374.48
	Youth Services (05D)	1	\$0.00	0	\$0.00	1	\$0.00
	<b>Total Public Services</b>	<b>1</b>	<b>\$0.00</b>	<b>1</b>	<b>\$65,374.48</b>	<b>2</b>	<b>\$65,374.48</b>
General Administration and Planning	General Program Administration (21A)	0	\$0.00	1	\$159,860.35	1	\$159,860.35
	<b>Total General Administration and Planning</b>	<b>0</b>	<b>\$0.00</b>	<b>1</b>	<b>\$159,860.35</b>	<b>1</b>	<b>\$159,860.35</b>
<b>Grand Total</b>		<b>9</b>	<b>\$1,044,505.02</b>	<b>5</b>	<b>\$559,997.62</b>	<b>14</b>	<b>\$1,604,502.64</b>



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Summary of Accomplishments  
 Program Year: 2010

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TRAVIS COUNTY

**CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type**

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Acquisition	Acquisition of Real Property (01)	Housing Units	0	0	0
	<b>Total Acquisition</b>		<b>0</b>	<b>0</b>	<b>0</b>
Housing	Direct Homeownership Assistance (13)	Households	0	0	0
	Rehab; Single-Unit Residential (14A)	Housing Units	0	0	0
	<b>Total Housing</b>		<b>0</b>	<b>0</b>	<b>0</b>
Public Facilities and Improvements	Street Improvements (03K)	Persons	0	9,079	9,079
	<b>Total Public Facilities and Improvements</b>		<b>0</b>	<b>9,079</b>	<b>9,079</b>
Public Services	Public Services (General) (05)	Persons	0	175	175
	Youth Services (05D)	Persons	0	0	0
	<b>Total Public Services</b>		<b>0</b>	<b>175</b>	<b>175</b>
<b>Grand Total</b>			<b>0</b>	<b>9,254</b>	<b>9,254</b>



U.S. Department of Housing and Urban Development  
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 CDBG Summary of Accomplishments  
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TRAVIS COUNTY

**CDBG Beneficiaries by Racial / Ethnic Category**

Housing-Non Housing	Race	Total Persons	Total Hispanic		Total Hispanic Households
			Persons	Total Households	
Non Housing	White	123	92	0	0
	Black/African American	42	0	0	0
	Asian	1	0	0	0
	American Indian/Alaskan Native & White	2	0	0	0
	Asian & White	2	0	0	0
	Other multi-racial	5	0	0	0
	<b>Total Non Housing</b>		<b>175</b>	<b>92</b>	<b>0</b>
Grand Total	White	123	92	0	0
	Black/African American	42	0	0	0
	Asian	1	0	0	0
	American Indian/Alaskan Native & White	2	0	0	0
	Asian & White	2	0	0	0
	Other multi-racial	5	0	0	0
	<b>Total Grand Total</b>		<b>175</b>	<b>92</b>	<b>0</b>



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Summary of Accomplishments  
 Program Year: 2010

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TRAVIS COUNTY

**CDBG Beneficiaries by Income Category**

	<b>Income Levels</b>	<b>Owner Occupied</b>	<b>Renter Occupied</b>	<b>Persons</b>
Non Housing	Extremely Low ( $\leq 30\%$ )	0	0	107
	Low ( $>30\%$ and $\leq 50\%$ )	0	0	59
	Mod ( $>50\%$ and $\leq 80\%$ )	0	0	9
	Total Low-Mod	0	0	175
	Non Low-Mod ( $>80\%$ )	0	0	0
	Total Beneficiaries		0	0

## Travis County Program Year 2010 CAPER

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### Attachment C: Summary of Consolidated Plan Projects (PR06)

IDIS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
 OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT  
 PR06 - Summary of Consolidated Plan Projects for Report Year

DATE: 12/7/2011  
 TIME: 3:59:55 pm  
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Plan IDIS Year Project	Project Title and Description	Program	Project Estimate	Committed Amount	Amount Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year	
2010 1	PY 10 Street Improvements	Phase 3 of a three phase street improvement project that brings a substandard road to meet County standard so it is eligible for long term County maintenance.	CDBG	\$400,000.00	\$334,762.79	\$334,762.79	\$0.00	\$334,762.79
2	PY 10 Homebuyer Assistance	Provides funding for down payment assistance and shared appreciation gap financing for qualified applicants.	CDBG	\$350,000.00	\$285,000.00	\$0.00	\$285,000.00	\$0.00
3	PY 10 Public Services, Other	An internal expansion of TCHHS/VS Family Support Services Social Work program which provides case management to qualified households.	CDBG	\$69,295.00	\$65,374.48	\$65,374.48	\$0.00	\$65,374.48
4	PY 10 Administration & Planning	The project covers the administrative and planning expense related to the grant.	CDBG	\$188,454.00	\$159,860.35	\$159,860.35	\$0.00	\$159,860.35
5	PY 10 Production of New Owner Occupied Units	Land Acquisition for the development of affordable single family homes.	CDBG	\$250,000.00	\$174,000.00	\$141,893.32	\$32,106.68	\$141,893.32

## Travis County Program Year 2010 CAPER

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Attachment D: CDBG Activity Summary Report for Program Year 2010 (CO4PR03)



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2010  
TRAVIS COUNTY

**PGM Year:** 2006  
**Project:** 0002 - PY06 OWNER HOUSING: PRODUCTION OF NEW UNITS  
**IDIS Activity:** 7 - PY 06 LAND ACQUISITION PROJ

Status: Open  
 Location: Bartney Cove TRAVIS COUNTY, TX 78725

Objective: Provide decent affordable housing  
 Outcome: Affordability  
 Matrix Code: Acquisition of Real Property (01) National Objective: LMH

**Initial Funding Date:** 01/17/2008

**Financing**  
 Funded Amount: 250,000.00  
 Drawn Thru Program Year: 249,999.00  
 Drawn In Program Year: 249,999.00

**Description:**  
 PARCELS OF LAND IN UNINCORPORATED TRAVIS COUNTY WILL BE ACQUIRED TO BUILD AFFORDABLE SINGLE-FAMILY HOUSING FOR LOW-INCOME (25-50% MFI).

**Proposed Accomplishments**

Housing Units : 10

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>							
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**      **Accomplishment Narrative**

Year      # Benefitting

2010      In October 2010, Austin Habitat for Humanity closed on 27 lots on the Gilbert Lane parcel. The first house for the project was 90% complete at the end of PY10. Houses will continue to be built over the next 5 years.

2007      LAND IS ANTICIPATED TO BE ACQUIRED IN EARLY 2009.

2009      The original land was not approved due to its proximated to a proposed gravel quarry. An alternate location was found and while the acquisition did not close during the program year, it did close on 10/13/2010.

2008      The subrecipient agreement was executed in August 2009. The land of interest was not approved by the Commissioners Court due to discovering the property was located near a new proposed sand/gravel excavation site. Habitat is currently looking for other property and will have some under option by February 2010.

2006      HABITAT FOR HUMANITY WILL ACT AS A SUB-RECIPIENT FOR THESE FUNDS. LAND IS BEING CONSIDERED AND A PUBLIC HEARING WILL NEED TO BE HELD ONCE LAND IS IDENTIFIED. IN ADDITION, A SUB-RECIPIENT AGREEMENT IS BEING DEVELOPED TO EXECUTE THE DEAL. PURCHASE OF LAND IS ANTICIPATED NO LATER THAN JULY 2008.

**PGM Year:**      2007  
**Project:**      0001 - PY 07 OWNER HOUSING: PRODUCTION OF NEW UNITS  
**IDIS Activity:**      10 - PY 07 LAND ACQUISITION

Status:      Open  
 Location:      Bartney Cove    AUSTIN, TX    78725

Objective:      Provide decent affordable housing  
 Outcome:      Affordability  
 Matrix Code:      Acquisition of Real Property (01)      National Objective:      LMH

**Initial Funding Date:**      03/05/2008

**Financing**  
 Funded Amount:      195,518.00  
 Drawn Thru Program Year:      195,517.00  
 Drawn In Program Year:      195,517.00

**Description:**  
 PURCHASE OF LAND IN THE UNINCORPORATED AREA OF TRAVIS COUNTY TO BUILD AFFORDABLE HOUSING.  
 APPROX.  
 7 HH WILL BENEFIT

**Proposed Accomplishments**

Housing Units : 7

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

**Total:** 0 0 0 0 0 0 0 0

Female-headed Households: 0 0 0 0

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

**Accomplishment Narrative**

Year # Benefitting

2007 LAND ACQUISITION IS ANTICIPATED IN EARLY 2009.

2009 The original land identified was not approved due to its proximity to a proposed gravel quarry expansion. Another property was located and while the acquisition did not close by the end of the program year, it was acquired 10/13/2010.

2008 The subrecipient agreement was executed in August 2009. The land of interest was not approved by the Commissioners Court due to discovering it was near a new gravel/sand excavation site. Habitat is looking for other land and will put some under option before February 2010.

2010 In October 2010, Austin Habitat for Humanity closed on 27 lots on the Gilbert Lane parcel. Construction began on the first house related to the PY 2006 funds. Houses will continue to be constructed over the next five years.

**PGM Year:** 2006  
**Project:** 0006 - PY 06 AMEND STREET IMPROVEMENT PROJECT  
**IDIS Activity:** 14 - LAVA LANE SUBSTANDARD ROAD IMPROVEMENT

Status: Completed  
 Location: Lava Lane Austin, TX 78747

Objective: Create suitable living environments  
 Outcome: Availability/accessibility  
 Matrix Code: Street Improvements (03K) National Objective: LMA

**Initial Funding Date:** 10/30/2008

**Financing**

Funded Amount: 65,428.14  
 Drawn Thru Program Year: 65,428.14  
 Drawn In Program Year: 0.00

**Description:**

DESIGN, ENGINEERING AND ENVIRONMENTAL REVIEW FOR IMPROVEMENT TO LAVA LANE. IMPROVEMENTS WILL ASSIST THE ROAD TO COME INTO STANDARDS WITH THE COUNTY SYSTEM FOR MAINTENANCE.  
 This is Phase 1 of a three phase project.

**Proposed Accomplishments**

Total Population in Service Area: 1,297  
 Census Tract Percent Low / Mod: 47.90

**Annual Accomplishments**

**Accomplishment Narrative**

Year # Benefitting

2008 Design is at 60% completion as of 09/30/09.

2006 THE EXEMPTION FROM ENVIRONMENTAL REVIEW HAS BEEN ESTABLISHED DUE TO THIS PHAS OF THE PROJECT BEING THE DESIGN.

2007

THE MONEY WAS REPROGRAMED FROM A PY 2006 PUBLIC SERVICE PROJECT IN AUG2008. NO FUNDS HAVE BEEN SPENT TO DATE. ENVIRONMENTAL CLEARANCE WAS COMPLETED AS EXEMPT DUE TO THE DESIGN NATURE OF THE PROJECT.

2009

The design is completed and the project is awaiting the PY 10 funding for construction to move forward.

2010

Construction began in March of 2011, and the Lava Lane extension was substantially complete on June 13, 2011. The road has been accepted on to the Travis County system.

**PGM Year:** 2008  
**Project:** 0002 - PY 08 OWNER OCCUPIED HOUSING  
**IDIS Activity:** 16 - PY 08 HOME REHABILITATION

**Status:** Open  
**Location:** VARIES AUSTIN, TX 78701

**Objective:** Create suitable living environments  
**Outcome:** Availability/accessibility  
**Matrix Code:** Rehab; Single-Unit Residential (14A)      **National Objective:** LMH

**Initial Funding Date:** 02/03/2009

**Description:**  
 OWNER OCCUPIED HOME REHABILITATION FOR UP TO \$5,000 PER HOUSE.

**Financing**  
 Funded Amount: 106,136.00  
 Drawn Thru Program Year: 0.00  
 Drawn In Program Year: 0.00

**Proposed Accomplishments**

Housing Units : 20

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>							
Female-headed Households:	0		0		0			

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0

Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0

Percent Low/Mod

**Annual Accomplishments**

**Accomplishment Narrative**

Year # Benefitting

2009	The project was delayed to due to competing priorities. It is anticipated to be implemented during Program Year 2010.
2008	The scope of work is completed. The project will go out to bid in December 2009 or January 2010.
2010	The project was delayed due to competing priorities in getting other projects completed. A Request-for-Services (RFS) process will take place in Program Year 2011 to identify a sub-recipient. The Environmental Assessment that will be used to review properties enrolled in the project has been drafted. The project is anticipated to launch in early 2012.

**PGM Year:** 2009  
**Project:** 0002 - PY09 Owner Occupied Housing: Home Rehabilitation  
**IDIS Activity:** 21 - PY 09 Home Rehabilitation

**Status:** Open  
**Location:** PO Box 1748 Austin, TX 78767-1748

**Objective:** Create suitable living environments  
**Outcome:** Availability/accessibility  
**Matrix Code:** Rehab; Single-Unit Residential (14A) **National Objective:** LMH

**Initial Funding Date:** 11/18/2010

**Financing**  
**Funded Amount:** 130,000.00  
**Drawn Thru Program Year:** 0.00  
**Drawn In Program Year:** 0.00

**Description:**  
 This project will fund minor home repair services to move homes towards Housing Quality Standards to low and moderate income homeowners in the unincorporated areas of Travis County. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes.

**Proposed Accomplishments**

Housing Units : 5

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

**Total:** 0 0 0 0 0 0 0 0

Female-headed Households: 0 0 0 0

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

**Accomplishment Narrative**

Year # Benefitting

2010 The project was delayed due to competing priorities in getting other projects completed. A Request-for-Services (RFS) process will take place in Program Year 2011 to identify a sub-recipient. The Environmental Assessment that will be used to review properties enrolled in the project has been drafted. The project is anticipated to launch in early 2012.

2009 The program was delayed due to competing priorities. Anticipated to begin during Program Year 2010.

**PGM Year:** 2009

**Project:** 0003 - PY 09 Street Improvements

**IDIS Activity:** 25 - PY 09 Street Improvements: Lava Lane

Status: Completed

Location: Lava Lane Austin, TX 78747

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Street Improvements (03K)

National Objective: LMA

**Initial Funding Date:** 06/17/2010

**Financing**

Funded Amount: 47,131.93

Drawn Thru Program Year: 47,131.93

Drawn In Program Year: 0.00

**Description:**

This is Phase 2 of a 3 Phase project to improve an unaccepted portion of an substandard road as well as extend it.

The road is known as Lava Lane and is located in Southeastern Travis County.

The Phase pays for acquisitin of ROW and project management time.

**Proposed Accomplishments**

Total Population in Service Area: 1,297

Census Tract Percent Low / Mod: 47.90

**Annual Accomplishments**

**Accomplishment Narrative**

Year # Benefitting

2009 Phase 2 of the project was completed in September 2010. The acquisition of right of way was completed.

2010 Construction began in March of 2011 and the Lava lane extension ws substantially complete on June 13, 2011. The road has been accepted onto the Travis County maintenance system.

**PGM Year:** 2008  
**Project:** 0007 - PY 08 Owner Housing: Production of New Units  
**IDIS Activity:** 26 - PY 08 Land Acquisition

Status: Open  
 Location: Bartney Cove Austin, TX 78725

Objective: Provide decent affordable housing  
 Outcome: Affordability  
 Matrix Code: Acquisition of Real Property (01) National Objective: LMH

**Initial Funding Date:** 07/29/2010

**Financing**

Funded Amount: 475,136.58  
 Drawn Thru Program Year: 475,135.58  
 Drawn In Program Year: 457,095.70

**Description:**

Austin Habitat for Humanity will purchase land to support affordable housing in the unincorporated areas.

**Proposed Accomplishments**

Housing Units : 17

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>							
Female-headed Households:	0		0		0			

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments      Accomplishment Narrative**

Year      # Benefitting

2009      The original property identified was not approved due to its proximity to a proposed gravel quarry expansion. An alternate property was identified and while the project did not close during the program year, the property was acquired on 10/13/2010.

2010      In October 2010, Austin Habitat for Humanity closed on 27 lots on the Gilbert Lane parcel. Construction began on the first house related to the PY 2006 funds. Houses will continue to be constructed over the next five years. Units funded from PY08 funds will be dedicated to moderate income families (up to 80% MFI.)

**PGM Year:**      2010  
**Project:**      0001 - PY 10 Street Improvements  
**IDIS Activity:**      27 - PY 10 Lava Lane - Phase 3

Status:      Completed  
 Location:      Lava Lane Austin, TX 78747

Objective:      Create suitable living environments  
 Outcome:      Sustainability  
 Matrix Code:      Street Improvements (03K)      National Objective:      LMA

**Initial Funding Date:**      11/18/2010

**Financing**  
 Funded Amount:      334,762.79  
 Drawn Thru Program Year:      334,762.79  
 Drawn In Program Year:      334,762.79

**Description:**  
 This project funds the construction for the improvement of the unaccepted portion of Lava Lane, a road in Precinct 4.  
 This is the third phase of a three-phase project (design & environmental review, acquisition of right of way and construction) to complete the road improvement.  
 The improvements to this substandard road will provide a new durable road that will allow property owners, school busses, mail service providers, and emergency service providers to have all-weather access to the properties.  
 Additionally, the improvements will allow the road to meet County roadway standards so that it can be accepted onto the County system for future maintenance and traffic safety enforcement.

**Proposed Accomplishments**  
 People (General) : 1,297  
 Total Population in Service Area: 1,297  
 Census Tract Percent Low / Mod: 47.90

**Annual Accomplishments      Accomplishment Narrative**

Year      # Benefitting

2010      Construction began in March of 2011, and the Lava Lane extension was substantially complete on June 13, 2011. The road has been accepted on to the Travis County system.

**PGM Year:**      2010  
**Project:**      0002 - PY 10 Homebuyer Assistance  
**IDIS Activity:**      28 - PY 10 Direct Homeownership Assistance

Status:      Open  
 Location:      PO Box 1748 Austin, TX 78767-1748

Objective:      Provide decent affordable housing  
 Outcome:      Availability/accessibility

**Initial Funding Date:** 11/18/2010

**Financing**

Funded Amount: 285,000.00  
 Drawn Thru Program Year: 0.00  
 Drawn In Program Year: 0.00

**Proposed Accomplishments**

Households (General) : 17

**Description:**

In an effort to make housing affordable to ¿first-time home purchasing¿ families whose annual household income is at or below 80 percent of the Area Median Income (AMI), the Travis County Affordable Housing Ownership Program will make Shared Appreciation Gap Financing and Down Payment Assistance loans available.

The project will be administered by the Travis County Housing Finance Corporation (TCHFC) as a designated sub-recipient.

All program income will be reinvested into the Homebuyer Assistance program. Shared Appreciation Gap Financing: Households earning 80% or less of the area median income may obtain funds (up to \$30,000) to reduce the sales price to an amount affordable to the household.

Actual assistance amounts will be calculated based on actual family need.

The loan is a 0 % interest, 30-year note with no required annual or monthly payments.

Upon resale, refinancing, lease or other transfer of title, the loan must be repaid in full plus a percentage of the house¿s appreciation value. Down Payment Assistance: Households earning 80% or less of the area Median Family Income (MFI) may obtain funds (\$8,000) to cover down payment and reasonable closing costs.

The loan is a 0 % interest, 5 year-note with no required annual or monthly payments.

The loan is forgiven at a pro-rata rate of 20% for each year of homeownership.

The loan is fully forgiven at the end of 5 years.

A minimum house hold investment of \$500 is required.

All households who are interested in assistance through the Travis County Affordable Housing Ownership Program are required to participate in a minimum of eight (8) hours of HUD-certified housing counseling.

At the time the homebuyer is approved for the program, the homebuyer must meet with TCHFC staff for a no cost one hour consultation providing a detailed review of the program.

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>							
Female-headed Households:	0		0		0			

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0

Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

**Accomplishment Narrative**

Year # Benefitting  
2010

A substantial amendment approved in January 2011, reduced the project by \$18,055 to reallocate funds to the land acquisition project. The project was originally designed to be administered by the Travis County Housing Finance Corporation (TCHFC.) In May, 2011, due to key staff turnover TCHFC determined it did not currently have the capacity to administer the program and Travis County Commissioners Court approved their request to be removed from the project. A Request-for-Services (RFS) process will take place in PY2011 to identify a sub-recipient to administer the program.

**PGM Year:** 2010  
**Project:** 0003 - PY 10 Public Services, Other  
**IDIS Activity:** 29 - PY 10 FSS Social Work Expansion

Status: Completed  
Location: PO Box 1748 Austin, TX 78767-1748

Objective: Create suitable living environments  
Outcome: Availability/accessibility  
Matrix Code: Public Services (General) (05) National Objective: LMC

**Initial Funding Date:** 11/18/2010

**Financing**

Funded Amount: 65,374.48  
Drawn Thru Program Year: 65,374.48  
Drawn In Program Year: 65,374.48

**Description:**

This program is an internal Travis County Health and Human Services & Veterans Service expansion of existing services. The program will allow the continuation of the PY07 - PY09 expansion of social work services by one social worker, increasing capacity to provide case management, information and referral, non-clinical counseling, crisis intervention and outreach in the unincorporated areas of precincts 1 and 4. To reduce the transportation barriers many residents in the unincorporated areas face, the social worker provides the majority of service provision through home visits.

**Proposed Accomplishments**

People (General) : 120

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	123	92
Black/African American:	0	0	0	0	0	0	42	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	2	0
Asian White:	0	0	0	0	0	0	2	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	5	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>175</b>	<b>92</b>
Female-headed Households:	0		0		0			

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	107
Low Mod	0	0	0	59
Moderate	0	0	0	9
Non Low Moderate	0	0	0	0
Total	0	0	0	175
Percent Low/Mod				100.0%

**Annual Accomplishments**

**Accomplishment Narrative**

Year	# Benefitting
2010	175

During PY2010, outreach took place to a total of 29 agencies, school districts, churches and neighborhood associations to inform community members about the social work services available. One hundred seventy-five people benefitted from services provided during PY10. Services included case management, referrals, non-clinical counseling and crisis intervention. Four clients received assistance through the Youth and Family Assessment Center program. Eleven clients were assisted with Best Single Source funds.

**PGM Year:** 2010  
**Project:** 0004 - PY 10 Administration & Planning  
**IDIS Activity:** 30 - PY 10 Administration & Planning

Status: Completed  
 Location: ,

Objective:  
 Outcome:  
 Matrix Code: General Program Administration (21A)      National Objective:

**Initial Funding Date:** 11/18/2010

**Financing**  
 Funded Amount: 159,860.35  
 Drawn Thru Program Year: 159,860.35  
 Drawn In Program Year: 159,860.35

**Description:**  
 The funds allocated for administration will pay for the operating expenses associated with the grant including office supplies, training, contracted services, interpreting, membership and other business related expenses.  
 Additionally, the funds will pay for a portion of the salary for the CDBG Planner and a portion of the salary of a TNR Senior Engineer who acts as a project manager for CDBG-funded street and water supply improvement projects.  
 The Senior engineer also coordinates the preparation of project scopes, eligibility, cost estimates and project design.

**Proposed Accomplishments**

**Annual Accomplishments**

**Accomplishment Narrative**

Year	# Benefitting
------	---------------

**PGM Year:** 2009  
**Project:** 0001 - PY 09 Owner Occupied Housing: Homebuyer Assistance  
**IDIS Activity:** 31 - PY 09 Direct Homeownership Assistance

Status: Open  
 Location: PO Box 1748 Austin, TX 78767-1748

Objective: Provide decent affordable housing  
 Outcome: Availability/accessibility

**Initial Funding Date:** 11/18/2010

**Financing**

Funded Amount: 509,945.00  
 Drawn Thru Program Year: 0.00  
 Drawn In Program Year: 0.00

**Proposed Accomplishments**

Households (General) : 35

**Description:**

In an effort to make housing affordable to ¿first-time home purchasing¿ families whose annual household income is at or below 80 percent of the Area Median Income (AMI), the Travis County Affordable Housing Ownership Program will make Shared Appreciation Gap Financing and Down payment Assistance loans available.

The project will be administered by the Travis County Housing Finance Corporation (TCHFC) as a designated sub-recipient.

All program income will be reinvested into the Homebuyers Assistance program. Shared Appreciation Gap Financing: Households earning 80% or less of the area median income may obtain funds (up to \$30,000) to reduce the sales price to an amount affordable to the household.

Actual assistance amount will be calculated based on actual family need.

The loan is a 0 % interest, 30-year note with no required annual or monthly payments.

Upon resale, refinancing, lease or other transfer of title, the loan must be repaid in full plus a percentage of the house¿s appreciation value. Down Payment Assistance: Households earning 80% or less of the area Median Family Income (MFI) may obtain funds (\$8,000) to cover down payment and reasonable closing costs.

The loan is a 0 % interest, 5 year-note with no required annual or monthly payments.

The loan is forgiven at a pro-rata rate of 20% for each year of homeownership.

The loan is fully forgiven at the end of 5 years.

A minimum house hold investment of \$500 is required.

All households who are interested in assistance through the Travis County Affordable Housing Ownership Program are required to participate in a minimum of eight (8) hours of HUD-certified housing counseling.

At the time the homebuyer is approved for the program, the homebuyer must meet with TCHFC staff for a no cost one hour consultation providing a detailed review of the program.

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>							
Female-headed Households:	0		0		0			

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0

Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

**Accomplishment Narrative**

Year # Benefitting  
2009

This program was delayed due to competing priorities. During the program year, staff worked with the Housing Finance Corporation to develop program guidelines and begin to develop the program foundation.

2010

A substantial amendment approved in January 2011, reduced the project by \$18,055 to reallocate funds to the land acquisition project. The project was originally designed to be administered by the Travis County Housing Finance Corporation (TCHFC.) In May, 2011, due to key staff turnover TCHFC determined it did not currently have the capacity to administer the program and Travis County Commissioners Court approved their request to be removed from the project. A Request-for-Services (RFS) process will take place in PY2011 to identify a sub-recipient to administer the program.

**PGM Year:** 2009  
**Project:** 0005 - PY 09 Youth Services  
**IDIS Activity:** 32 - Youth & Family Assessment Center Flex Fund Expansion

Status: Open  
Location: PO Box 1748 Austin, TX 78767-1748

Objective: Create suitable living environments  
Outcome: Availability/accessibility  
Matrix Code: Youth Services (05D) National Objective: LMC

**Initial Funding Date:** 11/18/2010

**Financing**

Funded Amount: 32,100.00  
Drawn Thru Program Year: 0.00  
Drawn In Program Year: 0.00

**Description:**

The YFAC program is an internal Travis County Health and Human Services & Veterans Service expansion of existing services. Flex Funding through the YFAC program assists high-risk children by improving their school performance and preventing them from falling in the juvenile justice system through traditional services such as therapy and nontraditional services like parent coaching. Other examples of services include skill building classes, tutoring, extracurricular activities, or mentoring. Approximately 30 youth will be assisted. The Family Support Services Division Social Work Services staff will outreach, assess and manage the flex fund expansion dollars. \$2100 of the funding will support program delivery through an inter-local agreement with Austin Travis County MHMR.

**Proposed Accomplishments**

People (General) : 30

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0

American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>							
Female-headed Households:	0		0		0			

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

**Accomplishment Narrative**

Year	# Benefitting	
2010		This program was delayed due to competing priorities.
2009		The project was delayed due to contracting issues and priorities with other projects. The funding will be carried over for PY 2010.

**PGM Year:** 2010  
**Project:** 0005 - PY 10 Production of New Owner Occupied Units  
**IDIS Activity:** 33 - PY 10 Gilbert Lane Subdivision Land Acquisition Phase 2

**Status:** Open  
**Location:** Lots 1-2 and 31-32 Bartney Cove Austin, TX 78725

**Objective:** Provide decent affordable housing  
**Outcome:** Affordability  
**Matrix Code:** Acquisition of Real Property (01) **National Objective:** LMH

**Initial Funding Date:** 03/28/2011

**Financing**  
 Funded Amount: 174,000.00  
 Drawn Thru Program Year: 141,893.32  
 Drawn In Program Year: 141,893.32

**Proposed Accomplishments**

Housing Units : 4

**Description:**

This project funds the acquisition of four developed lots for the construction of affordable, single family homes for low- to moderate income families (up to 80% Median Family Income). Single-family housing is defined as a one- to four-family residence. Assistance will be in the form of a 10 year forgivable loan. If the homebuyer sells or moves out of the property within the first five years, they will be responsible for paying the full amount of the loan or selling to another low to moderate income household. If the homebuyer sells or moves out of the property within 6 to 10 years after buying the house, the loan will be forgiven incrementally, at a rate of one-fifth of the loan each year over five years. After 10 years, the loan is fully forgiven so no repayment is required. The resulting program income will come back to the County to support future projects. The location of the four lots is on Bartney Cove in the Gilbert Lane Subdivision located in Eastern Travis County, TX off of FM 969 approximately half a mile east of SH 130. Austin Habitat for Humanity (AHFH), a local non-profit, will secure funding for the construction of homes on the acquired property. Four units of housing will be created, and the number of individuals impacted will vary depending upon the families selected for the housing units. AHFH may also use other affordable housing developers to build on the lots with written approval from the County. Any cost savings from the project will first be used to refund the Homebuyer Assistance Program back to its original funding level.

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>							
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0

Percent Low/Mod

**Annual Accomplishments**

**Accomplishment Narrative**

Year # Benefitting

2010

In January 2011 a substantial amendment was approved by Travis County Commissioners Court that provided an additional \$174,000 in CDBG funding from prior year project savings for the acquisition of an additional 4 lots on the Gilbert Lane parcel. Austin Habitat for Humanity closed on the final four lots in July, 2011. Units funded from PY10 funds will be dedicated to moderate income families (up to 80% MFI.)

In PY10, construction began on the first house related to the PY 2006 funds. Houses will continue to be constructed over the next five years.

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<b>Total Funded Amount:</b>	<b>\$2,830,393.27</b>
<b>Total Drawn Thru Program Year:</b>	<b>\$1,735,102.59</b>
<b>Total Drawn In Program Year:</b>	<b>\$1,604,502.64</b>



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

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

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

**Commissioners Court Sponsor:** Judge Sam Biscoe

*Handwritten signature: "Leroy Nellis" with a line pointing to the name in the text above.*

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

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

**STAFF RECOMMENDATIONS:** Please see attached documentation.

**ISSUES AND OPPORTUNITIES:** Please see attached documentation.

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

### REQUIRED AUTHORIZATIONS:

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

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

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

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

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**BUDGET AMENDMENTS AND TRANSFERS**  
**FY 2012**

**12/20/2011**

**OTHER**

**Request from Travis County Sheriff's Office to reallocate FY 12 CAR Funds  
to the Honors Boiler/Hot Water Return Loop Project**

**1**



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

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

**MEMORANDUM**

**TO:** Members of the Commissioners Court *Travis R. Gatlin*  
**FROM:** Travis R. Gatlin, Sr. Planning and Budget Analyst  
**DATE:** December 8, 2011  
**SUBJECT:** Request from TCSO to reallocate FY 12 CAR funds to the Honors Boiler/Hot Water Return Loop Project

The FY 12 Adopted Budget includes \$100,000 in CAR Funds for the Health Services Building (HSB) Hot Water Return Loop Project at the Travis County Correctional Complex (TCCC). The Sheriff's Office has submitted a request to reallocate these funds to Honors Building Boiler/Hot Water Return Loop Project. The office believes this is now a higher priority for FY 12 and will submit a request for the HSB project as a part of the FY 13 budget process. Furthermore, the office does not believe that delaying the HSB Hot Water Loop until FY 13 will cause any issues. Please see the memo from the office for additional details.

PBO recommends approval of the internal reallocation of these funds for the higher priority.

**cc:** Sheriff Greg Hamilton  
Jim Sylvester, TCSO  
Darren Long, TCSO  
Wes Priddy, TCSO  
Michael G. Hemby, TCSO  
Meg Seville, TCSO  
Paul Matthews, TCSO  
Maria Wedhorn, TCSO  
Mark Stefanov, TCSO  
Wallace Sefcik, TCSO  
Leroy Nellis, PBO  
Jessica Rio, PBO



JAMES N. SYLVESTER  
Chief Deputy

# GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR  
Major – Law Enforcement

DARREN LONG  
Major – Corrections

MARK SAWA  
Major - Administration & Support

Date: December 7, 2011

TO: Travis Gatlin, Planning and Budget

FROM: Wallace Sefcik, Maintenance Manager

RE: Request to reallocate funds for Honors Boiler / Hot Water Return Loop

Maintenance is requesting to redirect the \$100,000.00 approved in the FY 12 Capital budget from the HSB Hot Water Loop to the Honors Boiler / Hot Water Return Loop in order to have funds available immediately.

The replacement of the Honors Building Boiler is now a higher priority than the scheduled replacement of the hot water loop for the HSB due to the unexpected premature failure of the Honors boiler. The HSB Hot Water Return Loop will definitely be re-addressed in the FY 13 budget proposals. There will be no changes in current operation due to pushing the HSB Hot Water Return Loop to FY 13, maintenance is just postponing the scope of work a year later to address the current need of Honors.

The remaining \$85,000.00 HSB Hydronic Boiler Replacement will continue to move forward in FY 12 as the projects are actually for different types of systems.

Maintenance plans to correct the boiler issue in HONORS by installing two boilers and an electronic mixing valve. This will give the HONORS boiler a back up.

I am confident that the \$100,000.00 will be sufficient to address the current concerns related to the Honors boiler failure.

CC: Darren Long Major, Corrections  
Wes Priddy, Captain Corrections  
Maria Wedhorn, Financial Analyst Senior

**Allocated Reserve Status (001-9800-981-9892)**

Amount	Dept Transferred Into	Date	Explanation
\$15,196,426			Beginning Balance
(\$354,050)	County Clerk	10/13/2011	Voting Equip. for other entities elections
(\$3,559)	Comm. Pct. 4	10/18/11	ACC Internship Program
(\$3,559)	Records Mngt.	10/18/11	ACC Internship Program
(\$650)	Comm. Pct. 3	10/18/11	Office Supplies
(\$1,500)	Constable Pct. 1	10/25/2011	Bilingual Pay
\$37,432	Various	10/26/2011	Cancelled Purchase Orders
(\$41,044)	JP Pct. 1	10/26/2011	Special Project Temp. Employee
(\$41,044)	JP Pct. 1	10/26/11	Special Project Temp. Employee
\$24,673	Various	11/7/11	Cancelled Purchase Orders
(\$57,415)	Purchasing	11/8/2011	Temp. Empl-Transition to new accting sys.
(\$5,000)	General Admin.	11/22/2011	Redistricting Services
(\$299,500)	TNR	11/22/11	Purchase 244 Acres-Wilbarger Crk
(\$1,248,996)	ITS	11/22/11	BEFIT Hardware and Software
(\$70,000)	Sheriff's Office	12/6/2011	TCSO Training Funds
\$30,927	Various	12/8/11	Cancelled Purchase Orders
<b>\$13,163,141</b>	<b>Current Balance</b>		

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

Amount	Explanation
(\$750,000)	TNR - Landfill
(\$300,000)	Criminal Courts - Possible Capital Cases
(\$208,000)	RMCR - Offsite Storage
(\$200,000)	HRMD - Revised Tuition Reimbursement Policy
(\$175,000)	PBO - Bank Depository Contract
(\$149,135)	County Clerk - Redistricting effects on Elections
(\$100,000)	RMCR - Postage
(\$55,208)	TNR - TXI Environmental Monitoring
(\$18,767)	HRMD - ACC Internship Program
(\$20,000)	Emergency Services - HazMat Reserve
(\$347,012)	Criminal Courts - Drug Court, Veterans Court Grants
(\$193,169)	Civil Courts - Family Drug Court Grant
(\$45,000)	HHS&VS - Coordinator Position - SafeHaven/SafePlace
(\$137,421)	TNR - Northeast Metro Park - Phase III
(\$12,500)	TNR - Ozone Monitoring at McKinney Roughs
(\$294,139)	TCSO - 700 Lavaca Security
(\$5,941,788)	Compensation
<b>(\$8,947,139)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$4,216,002 Remaining Allocated Reserve Balance After Possible Future Expenditures**

**Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,433,446 (\$90,000)	TNR	12/13/11	Beginning Balance Guardrail Improvements
<b>\$1,343,446 Current Reserve Balance</b>			

**Possible Future Expenses Against CAR Identified During the FY12 Budget Process:**

<b>Amount</b>	<b>Explanation</b>
(\$365,000)	TNR - International Cemetery
(\$330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
(\$48,505)	TCSO - Security
(\$90,000)	TNR - New Guardrail Installations
(\$80,000)	RMCR - A/V Equipment for 700 Lavaca Street
(\$38,500)	TNR - Northeast Metro Park - Phase III
<b>(\$952,005)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$391,441 Remaining CAR Balance After Possible Future Expenditures**

**Salary Savings Reserve Status (001-9800-981-9803)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$330,703			Beginning Balance
<b>\$330,703 Current Reserve Balance</b>			

**Emergency Reserve Status (001-9800-981-9814)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$4,950,000			Beginning Balance
<b>\$4,950,000 Current Reserve Balance</b>			

**Fuel & Utility Reserve Status (001-9800-981-9819)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Planning Reserve Status (001-9800-981-9821)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$4,000,000			Beginning Balance
<b>\$4,000,000 Current Reserve Balance</b>			

**Juvenile Justice TYC (001-9800-981-9829)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$250,000			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

**Future Grant Requirements Reserve Status (001-9800-981-9837)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$596,369			Beginning Balance
<b>\$596,369 Current Reserve Balance</b>			

**Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)**

Amount	Dept Transferred Into	Date	Explanation
\$60,250			Beginning Balance
<b>\$60,250 Current Reserve Balance</b>			

**IJS/FACTS Reserve Status (001-9800-981-9840)**

Amount	Dept Transferred Into	Date	Explanation
\$4,700,000			Beginning Balance
<b>\$4,700,000 Current Reserve Balance</b>			

**Transition Reserve Status (001-9800-981-9841)**

Amount	Dept Transferred Into	Date	Explanation
\$750,000			Beginning Balance
<b>\$750,000 Current Reserve Balance</b>			

**Reserve for State Cuts Status (001-9800-981-9842)**

Amount	Dept Transferred Into	Date	Explanation
\$300,000			Beginning Balance
<b>*\$300,000 Current Reserve Balance</b>			

**Starflight Maintenance Reserve Status (001-9800-981-9843)**

Amount	Dept Transferred Into	Date	Explanation
\$640,000 (\$245,000)	EMS	11/15/11	Beginning Balance Rescue Hoist
<b>\$395,000 Current Reserve Balance</b>			

**TCSO Overtime Reserve Status (001-9800-981-9844)**

Amount	Dept Transferred Into	Date	Explanation
\$1,500,000			Beginning Balance
<b>\$1,500,000 Current Reserve Balance</b>			

\* Reserved for MHMR

**Annualization Reserve Status (001-9800-981-9890)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,043,855			Beginning Balance
<b>\$1,043,855 Current Reserve Balance</b>			

**Unallocated Reserve Status (001-9800-981-9898)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$51,367,824 (\$27,695,392) (\$5,886,705)	TNR Facilities	11/22/11 11/22/11	Beginning Balance Park Land, Vehicles and Rd.Impvts. 700 Lavaca, 1st and 2nd floor Renovations
<b>\$17,785,727 Current Reserve Balance</b>			



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 12/20/2011, 9:00 AM, Voting Session

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

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

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Approve contract amendment with FRV AE Solar, LLC for change in ownership and relocation of headquarters

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

This is an amendment of an economic development agreement with FRV Solar AR, LLC whose parent company is selling their interest to Austin Solar, LLC.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval. The new parent company will fulfill the same obligations as the previous owner.

### **ISSUES AND OPPORTUNITIES:**

N/A

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

There is no impact to the requirements and obligations of the existing agreement. The only items that are changing are the parent company and the relocation of headquarters from downtown Austin to the site of the solar facility.

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office

County Judge's Office

Leroy Nellis

Cheryl Aker

**AMENDMENT OF AGREEMENT AND  
APPROVAL OF CHANGE IN OWNERSHIP BETWEEN TRAVIS COUNTY AND  
FRV AE SOLAR, LLC**

**PARTIES**

This Amendment ("Amendment") of Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and FRV AE Solar , LLC, a limited liability Delaware company ("FRV"). The effective date of this Amendment (the "Amendment Effective Date") shall be the date that this Amendment is executed by the Parties.

**RECITALS**

County and FRV entered into an agreement to provide for economic incentives in the form of property tax rebates ("Agreement").

Under the Agreement, FRV agreed to construct a new 30 Megawatt Solar Farm which would generate clean renewable energy and maintain regional offices in Travis County.

The Agreements provides for changes by written document signed by both Parties; and the Parties desire to amend the Agreement to reflect mutually agreed to changes.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

**ARTICLE I. - CHANGE IN OWNERSHIP**

**1.0 CHANGE IN OWNERSHIP**

1.1 **Notice.** Pursuant to Section 5.7.1 of the Agreement ("Change in Ownership"), FRV provided County with written notice dated September 2, 2011, of the change in ownership of FRV's ultimate parent, Fotowatio Renewable Ventures, Inc. under a Stock Sale Agreement dated August 3, 2011, by and among MEMC Holdings Corporation ("Purchaser"), MEMC Electronic Materials, Inc., Fotowatio Renewable Ventures, S.L., and Fotowatio S.L., which transferred 100% of the stock of Fotowatio Renewable Ventures, Inc. to Purchaser.

1.2 Pursuant to Section 5.7.1 of the Agreement ("Change in Ownership"), this Amendment serves as written notice that FRV's direct parent, RV Solar Development Company, LLC, intends to sell the equity interest in FRV to Austin Solar LLC.

**2.0 APPROVAL**

2.1 **Transfer of Rights and Obligations.** The Parties agree that, regardless of the transfers of ownership and/or equity interest set forth in this Amendment, FRV remains the project company that owns the project which is the subject of the Agreement and remains solely responsible for all rights, duties, obligations and responsibilities under the Agreement. FRV remains responsible for all performance under the Agreement and remains responsible for the day-to-day function of the Agreement obligations.

2.2 **Approval of Change in Ownership.** County approves the change in ownership referred to in Sections 1.1 and 1.2. This Amendment satisfies the notice requirement in Section 5.7.1.

**3.0 OBLIGATIONS**

3.1 **No Change in Terms.** The Parties agree that the consent to the change in ownership contained in this Amendment does not increase the financial obligations of County or decrease or change the requirements or obligations of FRV as set forth in the original Agreement.

**ARTICLE II - CHANGE IN TERMS**

**4.0 REGIONAL HEADQUARTERS**

4.1 **Facility.** The Parties agree that, under the terms of the Agreement, FRV is obligated to construct, operate and maintain the Facility (a 30 Megawatt Solar Farm located at 18580 FM 969, Manor, Texas) and to establish a regional headquarters ("Regional Headquarters"). For the purposes of this Amendment, "Regional Headquarters" shall mean where the Facility is located.

4.2 **Headquarters.** At the time of the execution of the Agreement, the Regional Headquarters was operating from offices located at 100 Congress Avenue, Suite 2034, Austin, Texas, as set forth in Section 5.1.1(b)(i-1) of the Agreement.

4.3 **Re-location of Regional Headquarters.** The Parties agree to amend all applicable terms of the Agreement to reflect the Regional Headquarters being established at the site of the Facility at the address set forth in Section 4.1 of this Amendment.

4.4 **Jobs Requirements.** The Parties agree that nothing in the changes made in this Amendment changes any of the requirements for jobs to be established at the Facility (2-3 FTEs) and the Headquarters (1-2 FTEs), as to the definition of FTE, the number of positions to be created and maintained, the dates by which those jobs must be created and any and all other requirements related to such jobs. The change in terms is limited to the location of the FTEs which will now be at the Facility.

**5.0 INCORPORATION**

5.1 County and FRV hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and FRV hereby ratify all the terms and conditions of the Agreement as amended. The Agreement with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Agreement not specifically amended herein remain the same and in full force and effect.

**TRAVIS COUNTY**

**FRV AE Solar, LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

Authorized FRV Representative

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

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

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

**Commissioners Court Sponsor:** Sam Biscoe, County Judge *for Leroy Nellis*

## AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,217,952.91, for the period of December 2 to December 8, 2011.

## BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

## STAFF RECOMMENDATIONS:

The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,217,952.91.

## ISSUES AND OPPORTUNITIES:

See attached.

## FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$1,217,952.91

## REQUIRED AUTHORIZATIONS:

Dan Mansour, 854-9499  
Diane Blankenship, 854-9170  
Leroy Nellis, 854-9106

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

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** December 20, 2011

**TO:** Members of the Travis County Commissioners Court

**FROM:** Dan Mansour, Risk Manager

**COUNTY DEPT.:** Human Resources Management Department (HRMD)

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

**PERIOD OF PAYMENTS MADE:** December 2, 2011 to December 8, 2011

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,217,952.91

**HRMD RECOMMENDATION:** The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,217,952.21.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY**  
**HOSPITAL AND INSURANCE FUND**  
**SUPPORTING DETAIL FOR THE**  
**WEEKLY REIMBURSEMENT REQUEST TO**  
**COMMISSIONERS COURT**  
**FOR THE PAYMENT PERIOD**  
**DECEMBER 2, 2011 TO DECEMBER 8, 2011**

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

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: December 20, 2011  
 TO: Susan Spataro, County Auditor  
 FROM: Dan Mansour, Risk Manager  
 COUNTY DEPT.: Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:  
 FROM: December 2, 2011  
 TO: December 8, 2011

**REIMBURSEMENT REQUESTED: \$ 1,217,952.91**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,449,779.15
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: December 13, 2011	\$ (229,111.51)
October 5, 2010 adj	\$ -
Adjust to balance per UHC	\$ 135.10
	\$ 0.17
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 1,217,952.91</b>
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 1,217,952.91</b>

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

All claims over \$25,000 (4 this week totaling \$166,327.24) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$162,405.30) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$200,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled (\$13,113.01).

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

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

 12/12/11  
 Diane Blankenship, Director, HRMD Date

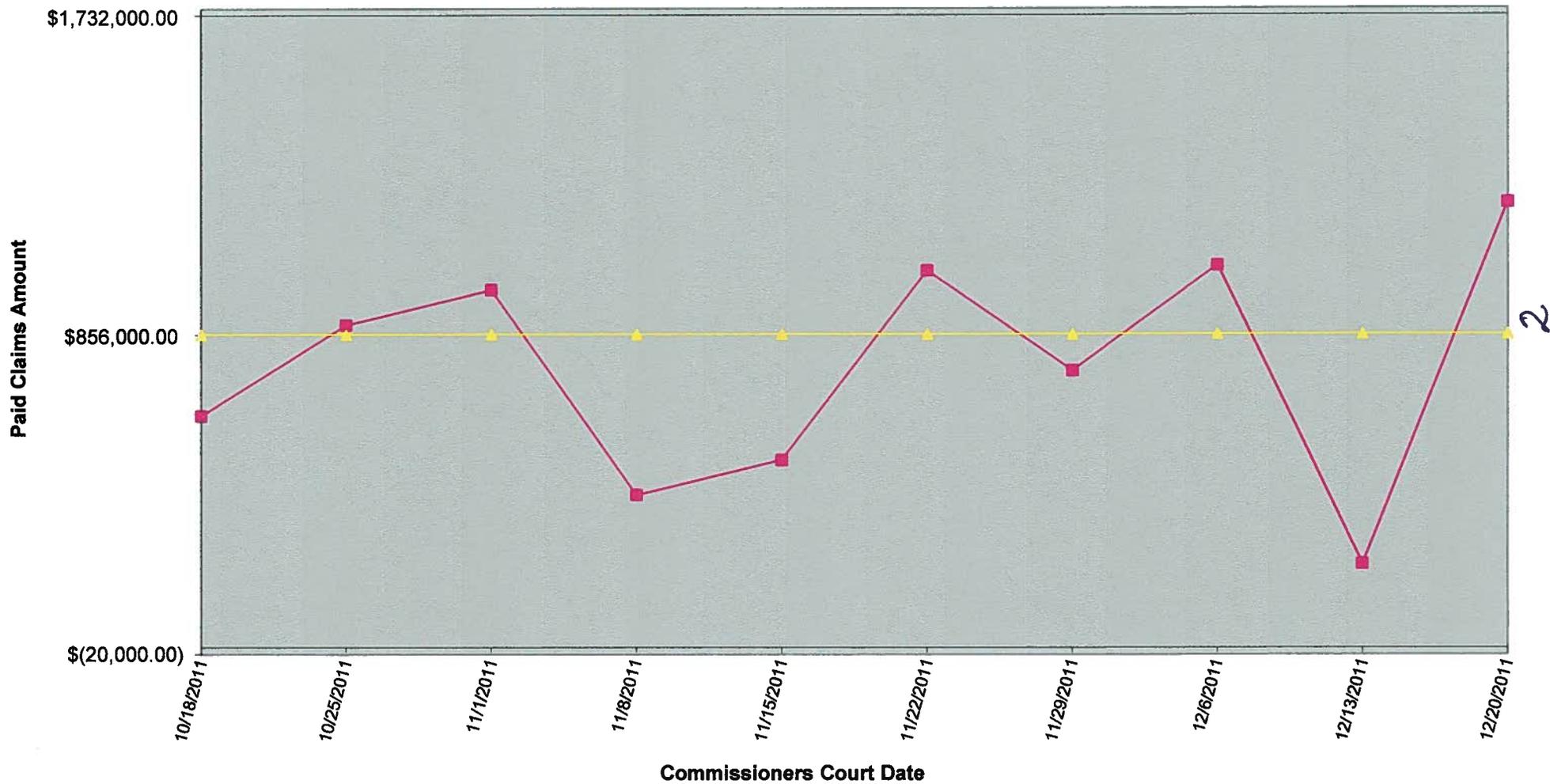
 12/2/11  
 Dan Mansour, Risk Manager Date

 12/11  
 Cindy Purinton, Benefit Contract Administrator Date

 12/12/11  
 Norman McRee, Financial Analyst Date

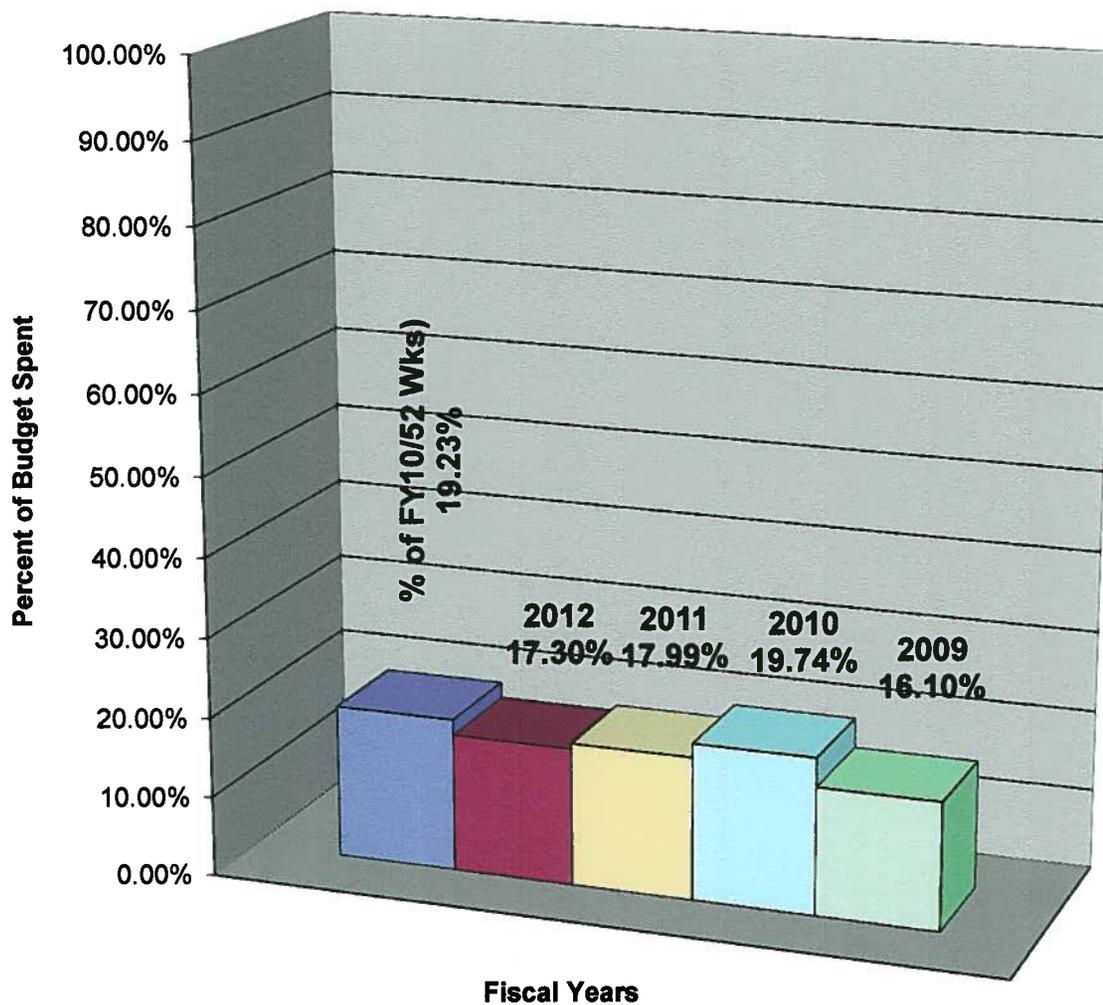
\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

### Travis County Employee Benefit Plan FY12 Paid Claims vs Weekly Claims Budget of \$856,615.23





### Comparison of Claims to FY Budgets Week 10



7

**Norman McRee**

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**From:** SIFS FAX@UHC.COM  
**Sent:** Thursday, December 08, 2011 11:36 PM  
**To:** Norman McRee  
**Subject:** UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2011-12-09 REQUEST AMOUNT: \$1,449,779.15

CUSTOMER ID: 00000701254  
 CONTRACT NUMBER: 00701254 00709445  
 BANK ACCOUNT NUMBER: 0475012038 ABA NUMBER: 021000021  
 FUNDING ADVISE FREQUENCY: DAILY  
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

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CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2011-12-08	\$1,259,013.45
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$1,409,027.55</u>
+ CURRENT DAY NET CHARGE:	\$40,751.60
+ FUNDING ADJUSTMENTS:	<u>\$00.00</u>
REQUEST AMOUNT:	\$1,449,779.15

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ACTIVITY FOR WORK DAY: 2011-12-02

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$42,439.31	\$00.00	\$42,439.31
TOTAL:	\$42,439.31	\$00.00	\$42,439.31

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011\_12\_08

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	(197.94)	A1	40969	AA	11	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(197.94)	A1	100165	AE	6	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(202.00)	A1	85313	AA	8	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(206.40)	A1	36698	AH	1	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(219.24)	A1	42929	AE	6	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(242.96)	A1	65184	AH	11	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(251.81)	A1	45047	AH	6	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(259.99)	A1	76984	AA	5	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(269.33)	A1	39357	AH	1	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(287.24)	A1	44985	AA	6	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(287.73)	A1	18982	AH	1	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(297.28)	A1	4385	AH	1	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(312.09)	A1	22835	AH	1	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(377.00)	A1	65260	AH	1	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(397.76)	A1	65182	AH	11	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(439.41)	A1	19645	AA	5	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(497.43)	A1	7101	AE	8	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(717.99)	A1	39539	AE	9	12/1/2011	200	12/8/2011	12/8/2011
701254	632	(797.25)	A1	65183	AH	11	12/1/2011	200	12/8/2011	12/8/2011

9  
1,217,952.91

# ***Travis County Hospital and Insurance Fund - County Employees***

## ***UHC Payments Deemed Not Reimbursable***

For the payment week ending: 12/08/2011

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

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**Travis County - Hospital and Self Insurance Fund (526)**
**Journal Entry for the Reimbursement to United Health Care**

 For the payment week ending: 12/8/2011
 

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<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b><i>CEPO</i></b>		
EE	<b>526-1145-522.45-28</b>	<b>243,044.19</b>
RR	<b>526-1145-522.45-29</b>	<b>15,116.97</b>
Total CEPO		\$258,161.16
<b><i>EPO</i></b>		
EE	<b>526-1145-522.45-20</b>	<b>233,528.38</b>
RR	<b>526-1145-522.45-21</b>	<b>33,764.73</b>
Total EPO		\$267,293.11
<b><i>PPO</i></b>		
EE	<b>526-1145-522.45-25</b>	<b>619,107.32</b>
RR	<b>526-1145-522.45-26</b>	<b>73,391.32</b>
Total PPO		\$692,498.64
Grand Total		\$1,217,952.91



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 12/20/2011

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

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

**Commissioners Court Sponsor:** Judge Biscoe

*AD for Leroy Nellis*

### **AGENDA LANGUAGE:**

Consider and take appropriate action on proposed routine personnel amendments.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

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

### **STAFF RECOMMENDATIONS:**

N/A

### **ISSUES AND OPPORTUNITIES:**

N/A

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

### **REQUIRED AUTHORIZATIONS:**

Todd Osburn, Human Resources Management Department, 854-2744

Diane Blankenship, Human Resources Management Department, 854-9170

Leroy Nellis, Planning and Budget Office, 854-9106

Cheryl Aker, County Judge's Office, 854-9555

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



# HRMD *Human Resources Management Department*

700 Lavaca Street, 4<sup>th</sup> Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-9757

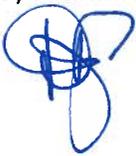
**December 20, 2011**

**ITEM # :**

**DATE:** December 9, 2011

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

**VIA:** Leroy Nellis, Acting County Executive, Planning and Budget

**FROM:** Diane Blankenship, Director, HRMD 

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 4.**

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

LN/DB/TLO

#### Attachments

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

<b>WEEKLY PERSONNEL AMENDMENTS -- ROUTINE</b>
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<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
Constable 1	26	Deputy Constable	61 / Step 1 / \$44,291.10	61 / Step 1 / \$44,291.10
Constable 1	27	Deputy Constable	61 / Step 1 / \$44,291.10	61 / Step 1 / \$44,291.10
Constable 5	7	Application Dev Analyst I	23 / Level 2 / \$63,044.80	23 / Level 2 / \$63,044.80
District Atty	25	Attorney VI	28 / Level 1 / \$85,924.80	28 / Level 1 / \$85,924.80
District Atty	74	Legal Secretary	15 / Level 4 / \$38,750.40	15 / Level 4 / \$38,750.40
Pretrial Services	7	Pretrial Ofcr I	15 / Level 1 / \$35,651.20	15 / Level 1 / \$35,651.20
Sheriff	1842	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
County Clerk	50056	Office Asst	8 / \$10.71	8 / \$10.71	05
<b>**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).</b>					

<b>TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot - Position Title - Salary</b>	<b>Dept. (To)</b>	<b>Slot - Position Title - Salary</b>	<b>Comments</b>
District Atty	Slot 20052 / Law Clerk II / Grd 18 / \$20.38	District Atty	Slot 50062 / Law Clerk II / Grd 18 / \$20.38	Status changed from Temporary Worker (02) to Project Worker (05).
TNR	Slot 20075 / Park Tech I / Grd 8 / \$11.00	TNR	Slot 50036 / Park Tech I / Grd 8 / \$11.00	Status changed from Temporary Worker (02) to Project Worker (05).

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Constable 2</b>	46	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$46,080.53	\$49,960.98	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Juvenile Probation</b>	168	Juvenile Probation Ofcr I* / Grd 14	Juvenile Probation Ofcr II / Grd 15	\$35,740.85	\$37,527.89	Career Ladder. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>						

THIS SECTION LEFT BLANK INTENTIONALLY.

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>County Clerk</b>	Slot 10 / Commissioners Court Spec / Grd 15 / \$40,925.29	<b>County Clerk</b>	Slot 10 / Commissioners Court Spec / Grd 15 / \$43,260.67	Salary adjustment. Pay is at midpoint of pay grade.
<b>* Actual vs Authorized</b>				

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

\_\_\_\_\_  
**Samuel T. Biscoe, County Judge**

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Sarah Eckhardt, Commissioner, Pct. 2**

\_\_\_\_\_  
**Karen L. Huber, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Judge Susan Steeg 854-8878

**Elected/Appointed Official/Dept. Head:** Judge Susan Steeg, Justice of the Peace  
Pct. 3

**Commissioners Court Sponsor:** Judge Sam Biscoe

### **AGENDA LANGUAGE:**

**Consider and take appropriate action on an order regarding regarding  
Ethical and Training Standards for Juvenile Case Managers**

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

See attached Memorandum

### **STAFF RECOMMENDATIONS:**

The Justices of the Peace recommend approval of this item to comply with Senate Bill 61.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

No fiscal impact

### **REQUIRED AUTHORIZATIONS:**

Jim Connolly, Assistant County Attorney 854-9415

## MEMORANDUM

TO: Hon. Sam Biscoe  
Travis County Judge

COPY TO: Hon. Ron Davis County Commissioner Precinct 1  
Hon. Sarah Eckhardt County Commissioner Precinct 2  
Hon. Karen Huber County Commissioner Precinct 3  
Hon. Margaret Gomez County Commissioner Precinct 4  
Hon. Yvonne Williams Justice of the Peace Precinct 1  
Hon. Glenn Bass Justice of the Peace Precinct 2  
Hon. Raul Gonzalez Justice of the Peace Precinct 4  
Hon. Herb Evans Justice of the Peace Precinct 5

FROM: Judge Susan Steeg  
Justice of the Peace Precinct 3

DATE: December 12, 2011

RE: (1) Court Approval of Ethical and Training Standards for Juvenile Case Managers  
(2) Court Approval of Juvenile Case Management Fund Guidelines for FY2012

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I am submitting two items for your approval that concern the Juvenile Case Management Program in the Justice Courts. On behalf of my colleagues, I ask that you sponsor these items and present to the Court at your earliest convenience.

1) Court Approval of Ethical and Training Standards for Juvenile Case Managers

Senate Bill 61 passed during the 82<sup>nd</sup> Texas Legislature requires the Commissioners Court to adopt ethical and training standards for juvenile case managers employed by Travis County. Attached is a proposed order with the attachments that has been approved by a majority of the Justices of the Peace and reviewed by the County Attorney's Office. The legislation required adoption of these standards by December 1<sup>st</sup>.

2) Juvenile Case Management Fund Guidelines for FY2012

The Justices of the Peace met on October 14, October 21, and October 28 to develop a strategic plan for the Juvenile Case Management Program and recommendations for expenditures from the Juvenile Case Management Fund in FY2012. The Justices of the Peace invited other county departments to participate, including the Planning & Budget Office, Criminal Justice Planning, Human Services, Human Resources, and Counseling and Education Services. We submit the proposed recommendations to the Commissioners Court to reflect the consensus of the judges on additional funding requests that may be presented in FY2012.

On behalf of the Judges, we thank you for your consideration. Please let us know if you have any questions.

Attachments

**AN ORDER ADOPTING ETHICAL AND TRAINING STANDARDS FOR JUVENILE CASE MANAGERS EMPLOYED BY TRAVIS COUNTY, PROVIDING FOR IMPLEMENTATION OF SAID STANDARDS, AND PROVIDING FOR PERIODIC REVIEW TO ENSURE IMPLEMENTATION OF THE REQUISITE STANDARDS**

WHEREAS, Travis County has, pursuant to Code of Criminal Procedure 102.0174, authorized a juvenile case manager fund supported by additional costs assessed and collected in Justice Court; and

WHEREAS, Travis County has, pursuant to Code of Criminal Procedure 45.056, employed juvenile case managers to provide services in cases involving juvenile offenders before the court; and

WHEREAS, the 82<sup>nd</sup> Texas Legislature enacted Senate Bill 61, which requires a governing body employing a juvenile case manager to adopt, by December 1, 2011, reasonable rules for juvenile case managers that provide for a code of ethics, educational pre-service and in-service training standards, and training in relevant substantive areas; and

WHEREAS, Travis County wishes to ensure that its juvenile case managers receive the requisite training and are held to the highest ethical standards;

NOW, THEREFORE BE IT RESOLVED BY the COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, AS FOLLOWS:

1. Travis County hereby adopts the Juvenile Case Manager Code of Ethics, attached hereto as Exhibit "A", as the ethical standard to which the County's juvenile case managers shall be held.
2. Travis County hereby adopts the Educational Pre-service and In-service Training Standards, attached hereto as Exhibit "B", as the appropriate educational standards for its juvenile case managers.
3. Travis County hereby requires that its juvenile case managers receive training in the role of the juvenile case manager, case planning and management, applicable procedural and substantive law, courtroom proceedings and presentation, services to at-risk youth, local programs for juveniles, and the detection and prevention of abuse, exploitation, and neglect of juveniles.
4. Travis County hereby directs that the rules adopted herein be implemented by the appropriate personnel.
5. Travis County hereby requires annual review of its juvenile case managers to ensure implementation of the rules adopted herein.

PASSED AND APPROVED ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

TRAVIS COUNTY COMMISSIONERS COURT

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Samuel T. Biscoe, Travis County Judge

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Ron Davis  
Commissioner, Pct. 1

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Sarah Eckhardt  
Commissioner, Pct. 2

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Karen Huber  
Commissioner, Pct. 3

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Margaret J. Gomez  
Commissioner, Pct. 4

## **EXHIBIT A**

### **MODEL CODE OF ETHICS FOR JUVENILE CASE MANAGERS**

#### **PREAMBLE**

The goal of the juvenile case manager is to assist the Court in administering the Court's juvenile docket and in supervising its court orders in juvenile cases. The mission of the juvenile case manager is to assist judges in providing juveniles the resources to shape their futures, connect with the community, and become law abiding citizens. When applying this Code of Ethics, keep foremost in mind that Travis County is guided at all times by the values of integrity, excellence, compassion, and respect for the dignity of every person.

#### **STANDARDS**

**Confidentiality.** A juvenile case manager shall not disclose to any unauthorized person any confidential information acquired in the course of employment. A juvenile case manager shall not violate the confidentiality of juvenile clients, unless it is to seek consultation services from within the case management program, school campus, or the juvenile has threatened to harm himself, herself or others, or to provide details of any criminal activity or enterprise.

**Conflicts of Interest.** A juvenile case manager shall be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment. In order to maintain the community's trust in the judicial system, a juvenile case manager should avoid soliciting or accepting improper gifts, gratuities, or loans, and should avoid engaging in business relationships that give rise to an appearance of impropriety.

**Competence.** A juvenile case manager shall endeavor at all times to perform official duties properly and with courtesy and diligence. A juvenile case manager shall fulfill his or her duty and represent himself or herself only within the boundaries of the case manager's education, training, license, certification, consultation received, supervised experience, or other relevant professional experience.

**Respect for the Law.** A juvenile case manager shall abide by all federal, state, and local laws. A juvenile case manager shall be familiar with the Texas Code of Judicial Conduct and the basic standards to which members of the judiciary are held.

**Abuse of Position.** A juvenile case manager shall not use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself, herself, or any other person. A juvenile case manager shall always maintain an appropriate relationship with juveniles coming under the jurisdiction of the Court. A juvenile case manager shall not discriminate against any person on the basis of age, sex, creed, sexual preference, disability, or national origin.

#### **ENFORCEMENT**

Any alleged violation of applicable ethical standards shall be subject to investigation and discipline by the Court.

## **EXHIBIT B**

### **Pre-Service and In-Service Recommendations for Travis County Juvenile Case Managers**

Courts may use these guidelines when establishing educational and training requirements for their staff.

#### **Recommendations for Applicants:**

Most Preferred: a four year degree in relevant social or behavioral sciences, criminal justice, or a directly related field and (1) year experience working with adolescents

Optional Preferred: Any combination of education and experience that has been achieved and is equivalent to the “Most preferred” with the knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of the position

#### **Recommendations for currently employed Juvenile Case Managers:**

Currently employed juvenile case managers who lack training in the pre-service categories will satisfy any deficiencies through in-service as determined by the Justice of the Peace.

#### **Definitions:**

Pre-service Training refers to those skills, training, or certifications possessed at the time of hire or prior to the commencement of the juvenile case manager’s full duties.

In-Service Training refers to additional skills, training, or certification hours obtained after commencement of juvenile case manager’s full duties.

#### **Pre-Service Training Requirements:**

**At least 4 hours of orientation in the following areas prior to start case work:**

- The role of the juvenile case manager
- Ethics
- Juvenile law & introduction to court procedure
- Fundamentals of case planning and management
- Local programs and services for juveniles

#### **In-Service Training Requirements:**

**At least 20 hours per year in any of the following areas (note that most programming is available through Travis County or the Region 13 Education Service Center):**

- Mental health (juvenile and family)
- Legal updates
- Recognizing and Reporting Abuse & Neglect
- Substance Abuse
- Special Topics
  - Juvenile Gangs
  - Family Violence
  - Bullying
  - Sex offenders
  - Juveniles with Learning, Psychological, and Physical Disabilities
- Upgrades in Documentation and Technology
- Ethics
- Child Psychology
- Cultural Diversity



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Judge Susan Steeg 854-8878

**Elected/Appointed Official/Dept. Head:** Judge Susan Steeg, Justice of the Peace  
Pct. 3

**Commissioners Court Sponsor:** Judge Sam Biscoe

### **AGENDA LANGUAGE:**

**Receive guidelines for expenditures from the Juvenile Case Management  
Fund for the remainder of FY2012**

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

See attached Memorandum

### **STAFF RECOMMENDATIONS:**

The Justices of the Peace recommend approval of these guidelines.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

No fiscal impact.

### **REQUIRED AUTHORIZATIONS:**

Diana Ramirez, Planning and Budget Office 854-9106

## MEMORANDUM

TO: Hon. Sam Biscoe  
Travis County Judge

COPY TO: Hon. Ron Davis County Commissioner Precinct 1  
Hon. Sarah Eckhardt County Commissioner Precinct 2  
Hon. Karen Huber County Commissioner Precinct 3  
Hon. Margaret Gomez County Commissioner Precinct 4

Hon. Yvonne Williams Justice of the Peace Precinct 1  
Hon. Glenn Bass Justice of the Peace Precinct 2  
Hon. Raul Gonzalez Justice of the Peace Precinct 4  
Hon. Herb Evans Justice of the Peace Precinct 5

FROM: Judge Susan Steeg  
Justice of the Peace Precinct 3

DATE: December 12, 2011

RE: (1) Court Approval of Ethical and Training Standards for Juvenile Case Managers  
(2) Court Approval of Juvenile Case Management Fund Guidelines for FY2012

---

I am submitting two items for your approval that concern the Juvenile Case Management Program in the Justice Courts. On behalf of my colleagues, I ask that you sponsor these items and present to the Court at your earliest convenience.

1) Court Approval of Ethical and Training Standards for Juvenile Case Managers

Senate Bill 61 passed during the 82<sup>nd</sup> Texas Legislature requires the Commissioners Court to adopt ethical and training standards for juvenile case managers employed by Travis County. Attached is a proposed order with the attachments that has been approved by a majority of the Justices of the Peace and reviewed by the County Attorney's Office. The legislation required adoption of these standards by December 1<sup>st</sup>.

2) Juvenile Case Management Fund Guidelines for FY2012

The Justices of the Peace met on October 14, October 21, and October 28 to develop a strategic plan for the Juvenile Case Management Program and recommendations for expenditures from the Juvenile Case Management Fund in FY2012. The Justices of the Peace invited other county departments to participate, including the Planning & Budget Office, Criminal Justice Planning, Human Services, Human Resources, and Counseling and Education Services. We submit the proposed recommendations to the Commissioners Court to reflect the consensus of the judges on additional funding requests that may be presented in FY2012.

On behalf of the Judges, we thank you for your consideration. Please let us know if you have any questions.

Attachments

**Recommendations from the Justices of the Peace:  
Guidelines for Expenditures for the  
Juvenile Case Management Program for FY12**

**Expenditures for the Juvenile Case Management Fund for FY12** (i.e. in addition to funds already approved for activities that were not anticipated)

1. Each Precinct may fund salary and benefits for 1 case manager position (all but JP5 have position approved in FY12).
2. Each Precinct should have funds for adequate training, requisite professional certification, and continuing education related to juvenile case management.
  - a. Any training cost greater than \$1000 must be approved by all Judges before being submitted to PBO.
3. Each Precinct should have funds sufficient for travel and/or mileage for its case manager.
4. Other related expenditures:
  - a. Salary adjustments and routine personnel actions related to case manager positions as defined under current Travis County HR policies – not exceeding 10% of midpoint.
    - i. Any adjustment greater than 10% must be approved by all Judges before being submitted to PBO.
    - ii. Note that a position funded from the General Fund has different rules

**Related Support from the Justice Court Technology Fund**

1. Annual subscription cost for TRAIN database and data analysis for each Precinct.
2. Technical devices for juvenile case managers (phones, Blackberries etc.).
3. Service contracts for technical devices.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Melissa Velasquez, Judge's Office, x49555

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe, County Judge

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

### **AGENDA LANGUAGE:**

Consider and take appropriate action regarding Interlocal agreement with Clean Air Force.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Travis County's agreement with Clean Air Force was not funded during the FY12 budget process. Clean Air Force has sent Travis County an invoice for FY12 to provide services.

### **ISSUES AND OPPORTUNITIES:**

Should the Court choose to receive services from Clean Air Force, an amendment to the interlocal agreement, PS980170JJ will need to be approved.

### **STAFF RECOMMENDATIONS:**

n/a

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Contract amount is \$10,000 annually. There is no funding for this agreement; it was not included in TNR's target budget for FY12.

Cc: Sydnia Crosbie, TNR  
David Walch, Purchasing  
Adele Noel, TNR

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

RECEIVED  
COUNTY JUDGE'S OFFICE

November 23, 2011

11 NOV 28 PM 3:26

County Judge Samuel T. Biscoe  
314 W. 11th St., #520  
Austin, TX 78701

Dear Judge Biscoe:

I have recently learned that the Travis County Commissioners Court eliminated funding for the CLEAN AIR Force of Central Texas (CAF) in FY 2012. You may be as surprised as I am that the vote that eliminated funding for the CAF which Travis County has supported financially since 1983 was taken without a Commissioner's Court agenda item that mentioned CAF. Such a process did not give you a chance to make a choice and it also gave no warning to our Board Members, including me, or our staff to answer any questions you might have had about whether to continue funding the CAF.

While this may have been a Travis County staff oversight, this process offered no opportunity for public discussion at a critical time for air quality in our region. As you know, Central Texas is currently on the cusp of exceeding EPA's federal ozone standard of 75 ppb and is in violation of the standard of 70 ppb that will likely be adopted in 2013. Now is not the time to reduce funding to our region's leading public, private non-profit that is actively working to reduce ozone levels across all five counties in Central Texas.

As you are already aware, the CLEAN AIR Force is a 501(c)(3) organization with over 18 years of experience uniting businesses; academic institutions; local and state governments; and health and civic organizations in the common goal of finding workable solutions for improving air quality in the five-county region of Central Texas (Bastrop, Caldwell, Hays, Travis and Williamson). Our Board consists of 38 members, public and private, many of whom are air quality experts in their fields, and our mission is to more deeply engage our communities on a larger scale and emphasize the urgency of action needed from Central Texans to protect public health and to avoid designation as a nonattainment area, a stigma that CAF has successfully fought to avoid for 18 years now. It has taken all five counties working together to achieve this on a public and private level. Cutting funding at this critical juncture in our region's air quality future may encourage other counties to reduce their funding, so your budget could have a compound effect on reducing environmental protection in the region.

It should also be noted that despite being the largest contributor to ozone formation in our region, Travis County has been paying much less on a per-capita basis than the other four county governments, and especially so since 2006 when Travis County was, and continues to be, the only county to cut its annual contribution to CAF in half. Although I would note, the City of Austin makes up some of this by being the largest donor of the CAF. The leverage that Travis County gets for its taxpayers from its minimal annual contribution to actively engage with our



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Melissa Velasquez, Judge's Office, x49555

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe, County Judge

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

### **AGENDA LANGUAGE:**

Consider and take appropriate action regarding renewal of contract with Envision Central Texas.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Travis County's contract with Envision Central Texas expires December 31, 2011. The Commissioners Court has had a contract in place with Envision Central Texas for many years. This contract has been reviewed by the Court annually and funding for this contract has been provided annually, but has not been included in the budget process. Sally Campbell, Executive Director of Envision Central Texas, has requested funding for FY 2012, and would be happy to make a presentation on any future Commissioners Court meeting date. Attached are proposed deliverables from Envision Central Texas and minutes from last year regarding this item.

### **STAFF RECOMMENDATIONS:**

Direct Staff to prepare an appropriate contract and recommend a source of funding. The funding should be transferred to the Transportation and Natural Resources Department.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Contract amount is \$25,000 annually. There is no funding for this contract. In previous years the Commissioners Court has approved Allocated Reserve as the source of funding.

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

FY11  
Vote

**CERTIFIED MINUTES EXCERPT**

The Travis County Commissioners' Court convened on December 14, 2010. The following Items were considered:

- 29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING RENEWAL OF CONTRACT WITH ENVISION CENTRAL TEXAS. (10:05 AM)

**Members of the Court heard from:** Sally Campbell, Executive Director, Envision Central Texas.

**Motion by** Judge Biscoe **and seconded by** Commissioner Davis to direct appropriate County Staff to prepare an appropriate contract, including these deliverables; to have this on the Court's Agenda either December 21 or 28, 2010, and I would recommend that we just take the money from Allocated Reserve.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

I, Dana DeBeauvoir, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Travis County, Texas, do hereby certify that the above is correct information from the Proceedings of the Commissioners' Court of Travis County, Texas.

Witness my hand and seal, this the 15<sup>th</sup> day of December, 2010.

DANA DeBEAUVOIR  
County Clerk and Ex-Officio Clerk  
of the Commissioners' Court of  
Travis County, Texas

By: \_\_\_\_\_  
Gillian Porter, Deputy

## Melissa Velasquez

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**From:** Campbell, Sally <scampbell@envisioncentraltexas.org>  
**Sent:** Monday, December 05, 2011 11:05 AM  
**To:** Melissa Velasquez  
**Cc:** David Walch  
**Subject:** RE: ECT 2011 deliverables  
**Attachments:** 2012 ECT Deliverables for Travis County.doc

Hi Melissa:

Here are the ECT deliverables for 2012. Let me know if you have any questions. Also, let me know when it will go before the court.

Best Regards,

Sally

**Sally W. Campbell**  
Executive Director  
Envision Central Texas

6800 Burleson Road  
Building 310, Suite 165  
Austin, Texas 78744

Phone: 512.916.6037  
Fax: 512-916-6001

Visit our website at [www.envisioncentraltexas.org](http://www.envisioncentraltexas.org)

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**From:** Melissa Velasquez [<mailto:Melissa.Velasquez@co.travis.tx.us>]  
**Sent:** Wednesday, November 30, 2011 2:01 PM  
**To:** Campbell, Sally  
**Cc:** David Walch  
**Subject:** Re: ECT 2011 deliverables

Sally, we are working on the Envision Central Texas contract for 2012. Can you please send us the 2012 deliverables for ECT and we will work on getting this contract on the Commissioners Court agenda.

Thank you,  
Melissa

Melissa Velasquez  
Executive Assistant  
Travis County Judge's Office  
PO Box 1748  
Austin, Texas 78767

(512) 854-9557 office

(512) 854-9535 fax

email: [melissa.velasquez@co.travis.tx.us](mailto:melissa.velasquez@co.travis.tx.us)

>>> On 12/6/2010 at 11:16 AM, in message

<[657B9ED6AAD6874DA8CAE811C0AB5BA502E652A4@XCH.capco.state.tx.us](mailto:657B9ED6AAD6874DA8CAE811C0AB5BA502E652A4@XCH.capco.state.tx.us)>, "Campbell, Sally"

<[scampbell@envisioncentraltexas.org](mailto:scampbell@envisioncentraltexas.org)> wrote:

Hi Melissa:

Here are the 2011 deliverables for ECT. Would you ask the judge what the next steps will be for this contract process?

Thanks,

Sally

**Sally W. Campbell**  
Executive Director  
Envision Central Texas

6800 Burleson Road  
Building 310, Suite 165  
Austin, Texas 78744

Phone: 512.916.6037

Fax: 512-916-6001

Visit our website at [www.envisioncentraltexas.org](http://www.envisioncentraltexas.org)



## Envision Central Texas Deliverables for 2012 Contract with Travis County

### I. Our Mission:

Envision Central Texas serves as a catalyst for regional cooperation and planning in order to realize a common vision for Central Texas which preserves and enhances our natural resources, economic vitality, social equity and overall quality of living.

### II. Our Imperative:

We must improve how we grow in order to sustain our region's quality of life and competitiveness. The focus of ECT is on what, where and when we build, and how that impacts natural resources and mobility.

### III. ECT Program:

- Improve coordination of regional planning and infrastructure
- Advocate for policies, tools and resources to support the vision
- Offer services that support livability of the region and advance the vision

#### A. Regional Planning

- **Conduct outreach and demonstration site tasks connected with the \$3.7 million federal Sustainable Communities Regional Planning Grant.** As a key member of the regional consortium which secured the HUD-DOT-EPA grant, ECT will help accomplish the committed work in association with the regional consortium of CAPCOG, CAMPO, Austin, Round Rock, San Marcos, UT-Austin, ACCD, Texas State and the five counties. The grant will be used to develop cutting-edge tools and plans that will help us create the region we want. *Note: this particular grant activity was delayed from 2011 due to HUD and vendor negotiations and issues.*
- **Convene four Central Texas Planner Roundtables** with agency, jurisdiction and private sector planners about quality growth issues in Central Texas. These meetings will center on the challenges of planning for sustainable growth in Central Texas and increasing mobility. This year the frequency of these roundtables will be increased to quarterly and the location rotated among the various jurisdictions.

#### B. Special Events

- **Convene Seventh Annual ECT Community Stewardship Awards Luncheon** in May where outstanding and innovative people, projects and processes are spotlighted before an audience of regional leaders. The event will feature a well known keynote speaker on regional planning and coordination.
- **Convene a Legislative Preview Luncheon Forum** in November featuring members of the Texas legislature and previewing the likely issues affecting Central Texas at the 83rd Texas Legislative Session.
- **Sustainable Communities Conference**  
ECT will launch a new Sustainable Communities Conference with a professional focus that will have tracks for those interested in earning continuing education credits such as planners, engineers, lawyers, architects, etc.

- **Central Texas Growth and Connectivity Forum**

ECT will spotlight Central Texas growth and connectivity issues at a new regional forum. This forum may be held as the culminating event for the Sustainable Communities Conference (see above).

**C. Issues and Advocacy**

- ECT will continue its legislative education and advocacy work about county growth management, transportation funding and water management

**D. Committees and Work Groups**

- ECT will work to advance its vision and accomplish its 2012 Program of Work through the involvement of its committees and work groups made up of Central Texas volunteers. Those groups include:
  - Capital Area Texas Sustainability Consortium
  - Community Design Committee
  - Community Outreach Committee
  - County Growth Management Work Group
  - Development Work Group
  - Issue Resolution Work Group
  - Natural Infrastructure Committee
  - Professional Education Work Group
  - Transportation and Land Use Committee
  - Water Resources Management Work Group
  - Vision Alignment/Benchmarking Work Group

**Contact:**

Sally W. Campbell  
Executive Director  
Envision Central Texas  
[scampbell@envisioncentraltexas.org](mailto:scampbell@envisioncentraltexas.org)  
512-916-6037



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Melissa Velasquez, Judge's Office, x49555

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe, County Judge

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

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the reappointment of Lindsey Hale, as the County Judge's appointee, to the Children's Protective Services Board effective immediately through December 31, 2014.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Ms. Hale has served as our appointee to the Children's Protective Services Board for the last three years. She has enjoyed her service and the opportunity to change the lives of children. She requests to be reappointed.

### **STAFF RECOMMENDATIONS:**

Recommend approval.

### **ISSUES AND OPPORTUNITIES:**

n/a

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

n/a

### **REQUIRED AUTHORIZATIONS:**

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

## Melissa Velasquez

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**From:** Sam Biscoe  
**Sent:** Wednesday, November 02, 2011 3:19 PM  
**To:** lindsey hale  
**Cc:** Melissa Velasquez  
**Subject:** Re: Child Protective Services Board Member

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Urgent

Mr. Hale, thank you for calling your term expiration to my attention. I will post your reappointment very soon. If you have an updated resume, it would help to have it. I continue to appreciate your service and willingness to continue. Sam

>>> lindsey hale <[lindseyhl@yahoo.com](mailto:lindseyhl@yahoo.com)> 11/2/2011 12:24 PM >>>

Hello Mr. Biscoe,

My term is coming up as a member of the Travis County CPS Board, and I would like to renew it if possible. Please let me know what I need to do to renew this position with your blessing. I have learned a great deal and have had the opportunity to change the lives of children in state care by providing allocated funds based on our boards decisions. I have really enjoyed my experience and would like to stay on as a board member.

Thank You,  
Lindsey Hale  
[lindseyhl@yahoo.com](mailto:lindseyhl@yahoo.com)  
512-848-4646



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:**

**Elected/Appointed Official/Dept. Head:** County Judge Samuel T. Biscoe

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

**CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RATIFY  
RESOLUTION RECOGNIZING RETIREMENT OF TRAVIS COUNTY EMPLOYEE,  
NICK MACIK AFTER 16 YEARS OF SERVICE.**

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

See attached.

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



**SAMUEL T. BISCOE**  
COUNTY JUDGE

---

TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. BOX 1748      ROOM 520  
AUSTIN, TEXAS 78767  
(512) 854-9555

December 14, 2011

TO:            Commissioners Court Members

From:        Sam Biscoe *STB*

Re:            Requested Resolution for Nick Macik on his upcoming  
                 retirement

ITS staff has requested a resolution to honor Nick Macik, a retiring employee. The resolution was delivered too late to place on our December 13 agenda. The retirement celebration is Thursday, December 15. ITS staff is enthusiastic about getting a majority of the court to sign it.

Historically, we have signed such resolutions and ratified them at the next opportunity. If we sign this one, I will have it on our December 20 agenda for ratification.

If a majority of us chooses not to sign it, I will simply sign it myself as a lone signatory. However, the signatures of at least three court members would be a grand and welcomed gesture, in my view.

# Travis County Commissioners Court



# Resolution

*WHEREAS, service, dedication fiscal stewardship and commitment should always be recognized; and*

*WHEREAS, Nick Macik has spent his sixteen-year Travis County tenure in service to the residents and employees of Travis County through his performance in the Information Technology Services department and all of its staff, County Budget Department and,*

*WHEREAS, he has demonstrated his commitment to service and his dedication to his duties in a fashion that has made him known and respected by all Travis County financial staff in Travis County departments,*

*WHEREAS, his efforts have helped successfully maneuver unbudgeted technology into Travis County while maintaining integrity in transactions through the Auditor's Financial system,*

*WHEREAS Nick will no longer be one of the two staff arriving to turn on the lights in the ITS department, he will have to trust that task to the only other person who comes in to the administration offices before 7:00 a.m.,*

*WHEREAS, Nick is retiring from county service and is beginning a new life that allows increased time for "Honey Do's" lovingly delegated by his wife Shirley, followed by increased attendance to all athletic events, to include those coached by his children or played by his grandchildren, and*

*THEREFORE, the infamous ITS coffee can that he so diligently dipped into on numerous occasions to find funds for unfunded needs will be passed on to his successor,*

*NOW, THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court of the State of Texas gratefully recognizes the contributions of Nick Macik to residents and employees of Travis County and wishes him continuing success in his much-deserved retirement.*

**SIGNED AND ENTERED THIS 9th DAY OF DECEMBER, 2011**

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*Samuel T. Biscoe*  
County Judge

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*Ron Davis*  
Commissioner, Precinct 1

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*Karen Huber*  
Commissioner, Precinct 3

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*Sarah Eckhardt*  
Commissioner, Precinct 2

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*Margaret J. Gomez*  
Commissioner, Precinct 4



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Gillian Porter, Commissioners Court Specialist, 512-854-4722

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir, Travis County Clerk

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** Approve the Commissioners Court Minutes for the Voting Sessions of November 22 & 29, 2011.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

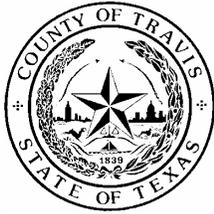
### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

### **REQUIRED AUTHORIZATIONS:**

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



# Minutes for the Travis County Commissioners Court Tuesday, November 22, 2011 and Reconvened Wednesday, November 23, 2011 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • [www.co.travis.tx.us](http://www.co.travis.tx.us) • PO Box 149325, Austin, TX 78714-9325

## Call to Order

Meeting called to order on November 22, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

## Public Hearings

1. Receive comments regarding Travis County electing to levy an ad valorem tax on goods-in-transit and denying an exemption from this taxation on these goods-in-transit both as provided in Texas Tax Code, Section 11.253, effective for the Tax Year 2012 and subsequent years. (Action Item #24)

**MOTION:** Open the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:  
Jessica Rio, Assistant Budget Manager, Planning and Budget Office (PBO)

**MOTION:** Close the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

## Citizens Communication

Members of the Court heard from:  
Ronnie Gjemre, Travis County Resident  
Clay DeFoe, Travis County Resident  
Christal Bustillos, Analyst, Human Resources Management Department (HRMD)  
Jessica Rio, Assistant Budget Manager, PBO  
Aerin Toussaint, Budget Analyst I, PBO  
Morris Priest, Travis County Resident

## Special Item

2. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:

Hershel Lee, Travis County Fire Marshal  
Jim Connolly, Assistant County Attorney

**MOTION:** Follow Staff recommendations and lift the prohibition on outdoor burning in the unincorporated areas of Travis County, and repost this item on Tuesday, November 29, 2011 for appropriate action.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

## Planning and Budget Dept. Items

3. Consider and take appropriate action on budget amendments, transfers and discussion items.

Members of the Court heard from:

Jessica Rio, Assistant Budget Manager, PBO

**MOTION:** Approve Item 3.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Margaret J. Gómez, Commissioner

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

4. Approve Reimbursement Resolution for purchase of land, vehicles, equipment, building renovations, construction of public works and other authorized purposes.

Members of the Court heard from:

Jessica Rio, Assistant Budget Manager, PBO  
Susan Spataro, Travis County Auditor

**MOTION:** Approve Item 4.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Ron Davis, Commissioner

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

5. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
  - a. Annual contract with the United States Department of Justice, Bureau of Justice Assistance, to continue the State Criminal Alien Assistance Program in the Travis County Sheriff's Office;
  - b. Amendment to the agreement with the Texas Department of Housing and Community Affairs for an approved adjustment between budget categories for the Comprehensive Energy Assistance Program in Health and Human Services and Veterans Service Department; and

- c. Amendment to the agreement with the Texas Department of Public Safety to decrease the award for the Urban Area Security Initiative Program in Emergency Services based on a shorter grant period than originally requested and anticipated expenditures for remainder of the grant term.

**RESULT:           ADDED TO CONSENT**

- 6. Revised: Consider and take appropriate action on the Broaddus & Associates Central Campus Facilities Master Plan, Phase Two, and final presentation and direct Broaddus & Associates to prepare final documents.

Members of the Court heard from:

Belinda Powell, Capital Planning Coordinator, PBO  
Leslie Stricklan, Project Manager, Facilities Management  
Steven Coulston, Vice President, Planning, Broaddus and Associates  
Rob Fisch, Ricci Greene Associates

**MOTION:**           Formally receive the Travis County Central Campus Study, plus the comments made by the Commissioners Court to be consolidated into a final report to be delivered January, 2012. After receiving the report the Court will decide if further open court discussion is necessary.

**RESULT:**           **APPROVED [UNANIMOUS]**

**MOVER:**           Samuel T. Biscoe, Judge

**SECONDER:**       Sarah Eckhardt, Commissioner

**AYES:**             Biscoe, Davis, Eckhardt, Huber, Gómez

- 7. Consider and take appropriate action on request to approve securities broker/dealer applicants for conducting investment business with Travis County.

Members of the Court heard from:

Debbie Lauder milk, Investment Manager, Cash/Investment Management

**MOTION:**           Approve Item 7.

**RESULT:**           **APPROVED [4 TO 0]**

**MOVER:**           Margaret J. Gómez, Commissioner

**SECONDER:**       Karen L. Huber, Commissioner

**AYES:**             Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

**ABSTAIN:**         Ron Davis

#### **Administrative Operations Items**

- 8. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,031,570.27 for the period of November 4 to November 10, 2011.

**RESULT:           ADDED TO CONSENT**

- 9. Consider and take appropriate action on proposed routine personnel amendments.

**RESULT:           ADDED TO CONSENT**

#### **Justice and Public Safety Items**

- 10. Consider and take appropriate action on request from Counseling & Education Services to:

- a. Vacate 1101 Nueces and relocate to vacant space at 5501 Airport Blvd. Suite 203; and
- b. Allow Safeplace to implement the "Planet Safe" Supervised Visitation and Safe Exchange Center at 1101 Nueces St.

**RESULT: PULLED**

- 11. Consider and take appropriate action to amend Travis County Fire Code Chapter 71 to include definition of "Commercial Establishment."

**RESULT: ADDED TO CONSENT**

### **Purchasing Office Items**

- 12. Approve Modification No. 13 to Contract No. PS010173-LC, Tiburon, Inc., for FACTS Court Management System Services.

**RESULT: ADDED TO CONSENT**

- 13. Approve Contract Award and Modification No. 1 for pest control services, IFB No. B120006-CW, to the low bidder, Andy Howard's Pest Control.

**RESULT: ADDED TO CONSENT**

- 14. Approve Contract Award for 2011 Hot-in-Place Recycled Asphaltic Concrete Program, IFB No. B110294-JE, to the sole bidder, Cutler Repaving, Inc.

**RESULT: ADDED TO CONSENT**

- 15. Approve contract award for vehicle maintenance services, IFB No. B120002-CW, to the low bidder, Heartland Automotive Services, Inc.

**RESULT: ADDED TO CONSENT**

- 16. Approve contract award for East Area Command Center (Collier Building) roof replacement, IFB No. B110308-JE, to the low responsive bidder, QA Construction Services, Inc.

Members of the Court heard from:  
Marvin Brice, Assistant Purchasing Agent

**MOTION:** Approve Item 16.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Sarah Eckhardt  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- 17. Approve twelve-month extension (Modification No. 11) to Contract No. 03T00058OJ, Alliance Work Partners, for the Employee Assistance Program for Travis County employees.

**RESULT: ADDED TO CONSENT**

### **Transportation, Natural Resources and Facilities Dept. Items**

18. Consider and take appropriate action regarding proposed motion to approve license agreement for Violet Crown Sports Association to hold a bike race at Webberville Park. (Commissioner Davis)

**RESULT:           ADDED TO CONSENT**

19. Consider and take appropriate action on the following requests:

- a. A proposed interlocal agreement between Travis County and the City of Austin for a joint funding of the extension of Tuscany Way South from US 290 East to Springdale Road in Precinct One; and
- b. A proposed interlocal agreement between Travis County and the City of Austin for a joint funding of the extension of the first phase of Slaughter Lane from the eastern boundary of the Goodnight Ranch subdivision to Thaxton Road/McKinney Falls Parkway in Precinct Four. (Commissioners Davis and Gómez)

**RESULT:           ADDED TO CONSENT**

20. Consider and take appropriate action on a request to approve additional funding of \$312,000 for the Project Partnership Agreement between the Department of the Army and Travis County for design and construction of the Colorado River, Travis County, Texas Streambank Protection Project in Precinct Four. (Commissioner Gómez)

**RESULT:           ADDED TO CONSENT**

21. Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIIA Lot 18 Block J in Precinct One. (Commissioner Davis)

**RESULT:           ADDED TO CONSENT**

22. Consider and take appropriate action on proposed organizational changes for Transportation and Natural Resources and Facilities Management Departments and Strategic Planning Division.

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

**RESULT:           DISCUSSED**

**Reset for: 12/6/2011**

### **Health and Human Services Dept. Items**

23. Consider and take appropriate action on request for assistance from Foundation Communities for the operation of its Tax Preparation Assistance Program during the 2012 tax season to provide free income tax filing assistance to eligible residents:
  - a. Agreement for the provision of space at Travis County's South Rural Community Center in Del Valle and East Rural Community Center in Manor for the operation of Tax Preparation Assistance Program during the 2012 tax season;
  - b. In-kind support to Foundation Communities' Tax Preparation Assistance Program in the form of printing brochures, fliers, forms and other promotional materials for the 2012 tax season; and

- c. In-kind support to Foundation Communities' Tax Preparation Assistance Program in the form of Deaf Interpreters Services for the 2012 tax season.

Members of the Court heard from:

Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)  
Walter Morrow, Director, Foundation Communities  
Mary Etta Gerhardt, Assistant County Attorney

**MOTION:** Approve Items 23.a-c.  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner

**FRIENDLY**

**AMENDMENT:** Authorize the County Judge to sign the license agreement on behalf of the Commissioners Court.

**MOVER:** Ron Davis, Commissioner

**RESULT:** **FRIENDLY AMENDMENT ACCEPTED**

*Clerk's Note: A Vote on the Standing Motion was taken.*

**RESULT:** **APPROVED [UNANIMOUS]**  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Other Items**

- 24. Consider and take appropriate action on an order regarding Travis County electing to levy an ad valorem tax on goods-in-transit and denying an exemption from this taxation on these goods-in-transit both as provided in Texas Tax Code, Section 11.253, effective for the Tax Year 2012 and subsequent years.

**RESULT:** **ADDED TO CONSENT**

- 25. Consider and take appropriate action on recommendations regarding the acceptance of Flintco Construction's guaranteed maximum price proposal for the Commissioners Courtroom and Offices Relocation Project.

Members of the Court heard from:

Dave Stauch, President, HS&A  
Marvin Brice, Assistant Purchasing Agent

**MOTION:** Approve Item 25.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- 26. Consider and take appropriate action on Amendment Number Eleven between Travis County, the Travis County Juvenile Board and the City of Austin to continue the Truancy Court Pilot Project from October 1, 2011 through March 31, 2012.

**RESULT:** **ADDED TO CONSENT**

- 27. Consider and take appropriate action on request to accept a donation of an estimated 25 yards of 3000 PSI concrete from Lauren Concrete to be used in constructing a slab required as part of a pre-fabricated canine facility at the Collier Center.

**RESULT: ADDED TO CONSENT**

28. Consider and take appropriate action on request to accept a donation of \$10,000 from the Downtown Austin Alliance for the District Attorney's Office.

**RESULT: ADDED TO CONSENT**

29. Receive revenue and expenditure reports for the month of September 2011.

**RESULT: ADDED TO CONSENT**

30. Consider and take appropriate action on recommendation to consolidate the Courthouse Self-Help Center into the Granger Law Library. (Judge Biscoe and Commissioner Gómez)

Members of the Court heard from:

Steven Broberg, Director, Records Management and Communication Resources (RMCR)

**MOTION:** Approve Item 30.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Margaret J. Gómez, Commissioner

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

31. Consider and take appropriate action to reappoint Dr. Matt Snapp as County appointment on the Austin Travis County Integral Care Board. (Commissioner Eckhardt)

**RESULT: ADDED TO CONSENT**

32. Consider and take appropriate action on letter to Senators Hutchison and Cornyn regarding federal trucking weight limit legislation.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)  
Steve Manilla, County Executive, TNR

**RESULT: DISCUSSED**

**Reset for: 11/29/2011**

33. Consider and take appropriate action on the Equitable Sharing Program Compliance Notice for federal forfeitures (U.S. Department of Justice filing).

**RESULT: ADDED TO CONSENT**

**Executive Session Items**

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

*Note 1: Gov't Code Ann 551.071, Consultation with Attorney*

*Note 2: Gov't Code Ann 551.072, Real Property*

*Note 3: Gov't Code Ann 551.074, Personnel Matters*

*Note 4: Gov't Code Ann 551.076, Security*

*Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

34. Consider and take appropriate action on an offer from the City of Austin to purchase an approximately 7.46 acre Electric Line Easement on land within Northeast Metro Park in Precinct Two, for installation and operation of an Austin Energy overhead transmission line high across the park.<sup>1 and 2</sup>

*Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.*

**RESULT: DISCUSSED**

35. Receive briefing from County Attorney regarding status of lease agreement at 700 Lavaca with Austin Suites Management, Ltd. and take appropriate action.<sup>1 and 2</sup>

**RESULT: POSTPONED** **Reset for: 11/29/2011**

36. Receive briefing, consider settlement offer and take appropriate action in Regina Jackson and Rudolf Williamson, individually, and on behalf of the estate of Rachel Jackson, deceased v. John A. Ford, M.D., and Travis County, Texas; Action No. A-10-CA-522-SS).<sup>1</sup>

**RESULT: POSTPONED** **Reset for: 11/29/2011**

37. Consider and take appropriate action on acquisition of open space land in Precinct Three.<sup>1 and 2</sup>

*Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.*

Members of the Court heard from:

John Hille, Assistant County Attorney

**MOTION:** Accept an assignment from the Nature Conservancy of the right to purchase the 769-acre Reimers Ranch and authorize the County Judge to execute the assignment and all the documents necessary to close the transaction.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Karen L. Huber, Commissioner

**SECONDER:** Ron Davis, Commissioner

**AYES:** Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez

**ABSENT:** Sarah Eckhardt

38. Receive briefing, consider settlement offer and take appropriate action in Valdez v. City of Austin, Texas et al.; Action No. A-11-CA-615-LY).<sup>1</sup>

**RESULT: POSTPONED** **Reset for: 11/29/2011**

39. Receive legal briefing and take appropriate action regarding Travis County involvement in legal action objecting to congressional redistricting by the Texas legislature.<sup>1</sup>

*Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

**RESULT: DISCUSSED**

*Clerk's Note: The County Judge announced that the Court would recess the Voting Session*

*until Wednesday, November 23, 2011 at 10:00 AM for Item 39 as the new congressional redistricting maps have still not been received.*

40. Receive briefing from County Attorney and take appropriate action in Eddie Hall v. Quincy Lamont Stiles.<sup>1</sup>

*Judge Biscoe announced that Item 40 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

*Clerk's Note: The Commissioners Court congratulated the County Attorney's Office and thanked them for their hard work on this matter.*

**RESULT: DISCUSSED**

*Clerk's Note: The Commissioners Court congratulated the County Attorney's Office and thanked them for their hard work on this matter.*

41. Conduct performance evaluation for Deece Eckstein and take appropriate action.<sup>3</sup>

*Judge Biscoe announced that Item 41 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.*

**RESULT: DISCUSSED**

#### Consent Items

**MOTION:** Approve the following Consent Items: C1-C5 and Agenda Items 5.a-c, 8, 9, 11, 12, 13, 14, 15, 17, 18, 19.a-b, 20, 21, 24, 26, 27, 28, 29, 31, and 33.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Margaret J. Gómez, Commissioner

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds

C3. Approve the Commissioners Court Minutes for the Voting Sessions of November 1 and 8, 2011.

C4. Approve setting a public hearing on Tuesday, December 20, 2011 to receive comments regarding a plat for recording: Steiner Ranch Phase 1, Section 10-D, resubdivision of Lots 303-315 and Lots 324-339 (resubdivision final plat - 34 total lots [33 single-family lots and 1 greenbelt lot] - 15.17 acres Shoreview Overlook Drive) in Precinct Two. (Commissioner Eckhardt)

C5. Approve setting a public hearing on Tuesday, January 10, 2012 to receive comments regarding a plat for recording: resubdivision of Lot 75 La Hacienda Estates (resubdivision final plat - two total lots - 5.25 acres - Doss Road) in Precinct Three. (Commissioner Huber)

C6. **Item cancelled – duplicate of C5.** Approve setting a public hearing on Tuesday, January 10, 2012 to receive comments regarding a plat for recording: Resubdivision of Lot 75 La Hacienda Estates (Resubdivision Final Plat - two total lots - 5.25 acres - Doss Road) in Precinct Three. (Commissioner Huber)

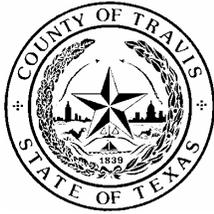
*Clerk's Note: The County Judge noted that no action will be taken on Item C6 as it is a duplicate of Item C5.*

**MOTION:** Recess the Voting Session until Wednesday, November 23, 2011 at 10:00 AM.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Minutes approved by the Commissioners Court**

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge



# Minutes for the Travis County Commissioners Court Tuesday, November 29, 2011 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

## Call to Order

Meeting called to order on November 29, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

## Public Hearings

1. Receive comments regarding a request to authorize the filing of an instrument to vacate a 29,283 square foot section of the Cypress Ranch Boulevard right-of-way located in West Cypress Hills Phase One, Section One in Precinct Three. (Commissioner Huber) (Action Item #18)

**MOTION:** Open the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:  
 Anna Bowlin, Engineering Services Director, Transportation and Natural Resources (TNR)

**MOTION:** Close the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Karen L. Huber, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

2. Receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 14 and 15 of Hidden Hills 1 in Precinct Three. (Commissioner Huber) (Action Item #19)

**MOTION:** Open the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:  
 Anna Bowlin, Engineering Services Director, TNR

**MOTION:** Close the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Karen L. Huber, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

### Citizens Communication

Members of the Court heard from:  
Ronnie Gjemre, Travis County Resident  
Clay Defoe, Travis County Resident  
Morris Priest, Travis County Resident  
Dr. John K. Kim, Travis County Resident  
Nailah Sankofa, Travis County Resident  
Sara Black, Travis County Resident

### Special Item

3. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

*Judge Biscoe announced that Item 3 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

Members of the Court heard from:  
Hershel Lee, Travis County Fire Marshal  
Jim Connolly, Assistant County Attorney  
Danny Hobby, County Executive, Emergency Services

**MOTION:** Reinstate the prohibition on outdoor burning on a week-to-week basis and direct Staff to carve out exceptions to allow burning to be done more safely and remove the accumulated fuel.  
**MOVER:** Karen L. Huber, Commissioner

*Clerk's Note: The Motion dies for lack of a Second.*

**MOTION:** Take no action today, meaning there is no prohibition on outdoor burning, and authorize County Staff to meet with the Fire Chiefs for ways to collaborate to provide greater protection and decide what action to take.  
**RESULT:** **APPROVED [4 TO 1]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez  
**NAYS:** Karen L. Huber

### Planning and Budget Dept. Items

4. Consider and take appropriate action on budget amendments, transfers and discussion items.

**RESULT:** **NOT NEEDED**

5. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

- a. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Leadership Academy Dual Diagnosis Unit - Residential Substance Abuse Treatment Program that provides services to juveniles with co-occurring mental health and substance abuse issues in Juvenile Probation;
- b. Annual contract with the University of North Texas to continue the Seniors and Volunteers for Childhood Immunization Program in Health and Human Services and Veterans Service;
- c. Annual contract with the Corporation for National and Community Service with funds originating from the Texas Department on Aging and Disability Services for Health and Human Services and Veterans Service to receive operating resources to continue the Coming of Age Program;
- d. Amendment to the contract with the Corporation for National and Community Service to extend the grant term by an additional three months for personnel and operating resources for the Coming of Age Program in Health and Human Services and Veterans Service; and
- e. Request from the Travis County Sheriff's Office to reallocate 2010 State Alien Assistance Program project savings.

**RESULT:           ADDED TO CONSENT**

#### **Administrative Operations Items**

6. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$757,171.26 for the period of November 11 to November 17, 2011.

**RESULT:           ADDED TO CONSENT**

7. Consider and take appropriate action on the following items for Human Resources Management Department:
  - a. Proposed routine personnel amendments; and
  - b. Non-routine request from pretrial services for a variance to Travis County Code §10.03002, General Overview for Determining Pay Policy.

**RESULT:           ADDED TO CONSENT**

#### **Justice and Public Safety Items**

8. Receive an update on Bureau of Justice Assistance Justice Reinvestment Initiative Grant application.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)  
Cathy McClaugherty, Senior Planner, Criminal Justice Planning (CJP)

**RESULT:           DISCUSSED**

#### **Purchasing Office Items**

9. Approve Termination of Contract No. 09T00174OJ, U.S. Extradition Services, for extradition and transportation services.

**RESULT:           ADDED TO CONSENT**

10. Declare item as surplus and sell at public auction pursuant to Section 263.151 of the Texas Local Government Code.

**RESULT:           ADDED TO CONSENT**

11. Approve contract award for painting services, IFB No. B120008-JT, to the following low bidders:
  - a. GG's Construction, LLC (primary contractor); and
  - b. JNA Painting and Contracting Company, Inc. (secondary contractor).

**RESULT:           ADDED TO CONSENT**

12. Approve Modification No. 1 to Job Order No. 19, Contract No. 10K00268RV, Fore Construction, for minor construction services-Granger Building, 4th floor remodel.

**RESULT:           ADDED TO CONSENT**

13. Approve Contract No. PS120011DW, Southwest Key Programs, Inc., for case management services.

**RESULT:           ADDED TO CONSENT**

14. Approve Modification No. 6, an Assignment of Contract No. PS100010ML, from Accudiagnosics to Arcpoint Labs of Austin.

**RESULT:           ADDED TO CONSENT**

15. Approve Resolution approving continued funding for victims' services contracts for 2012:
  - a. Safeplace;
  - b. Lifeworks;
  - c. For the Love of Christi;
  - d. Center for Child Protection;
  - e. CASA;
  - f. Austin Travis County Mental Health Mental Retardation – Austin Travis County Integral Care;
  - g. Texas Riogrande Legal Aid;
  - h. Austin Child Guidance Center;
  - i. Austin Academy ;
  - j. Volunteer Legal Services;
  - k. Juvenile Probation: Pot of Gold; and

I. YWCA.

**RESULT: ADDED TO CONSENT**

16. Approve contract award for residential HVAC services, IFB No. B120034-NB, to the low bidders:

a. McCullough Heating and Air Conditioning (primary contractor); and

b. GG's Construction, LLC, (secondary contractor).

**RESULT: ADDED TO CONSENT**

17. Approve Modification No. 1 to Contract No. 11K00231RV, Flintco, LLC, construction manager/general contractor for the remodel of 700 Lavaca Building: 1st and 2nd floors.

**RESULT: ADDED TO CONSENT**

**Transportation, Natural Resources and Facilities Dept. Items**

18. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate a 29,283 square foot section of the Cypress Ranch Boulevard right-of-way located in West Cypress Hills Phase one, Section One in Precinct Three. (Commissioner Huber)

**RESULT: ADDED TO CONSENT**

19. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 14 and 15 of Hidden Hills 1 in Precinct Three. (Commissioner Huber)

**RESULT: ADDED TO CONSENT**

20. Consider and take appropriate action regarding proposed motion to approve license agreement for Seton Brain and Spine Cycling to hold a bike race at Richard Moya Park. (Commissioner Gómez)

**RESULT: ADDED TO CONSENT**

21. Consider and take appropriate action on a request to enter into an alternative fiscal agreement for Lopez-McKenzie Subdivision, a resubdivision of the Thomas C. Taylor Subdivision - a subdivision in Precinct Four. (Commissioner Gómez)

**RESULT: ADDED TO CONSENT**

22. Consider and take appropriate action on a request to approve entering into an advance funding agreement with TxDOT for US 290W/SH 71 innovative intersection improvements in Precinct Three. (Commissioner Huber)

Members of the Court heard from:

Carol Joseph, Assistant Director, TNR

Jessica Rio, Assistant Budget Manager, Planning and Budget Office (PBO)

**MOTION:** Approve Item 22.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Karen L. Huber, Commissioner

**SECONDER:** Samuel T. Biscoe, Judge

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

23. Consider and take appropriate action regarding the following requests in Precinct One:
- a. Approve provider/first responder agreement between city of Austin through its Emergency Medical Services Department and Travis County, an Austin-Travis County first responder organization in the Travis County Parks Division of the Transportation and Natural Resources Department; and
  - b. Authorize County administrator of first responder program (currently Charles Bergh/Parks Division Director) to sign the application to renew first responder organization registration at Texas Department of State Health Services. (Commissioner Davis)

Members of the Court heard from:  
Charles Bergh, Division Director Parks, TNR  
Barbara Wilson, Assistant County Attorney

**MOTION:** Approve Items 23.a–b.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

24. Consider and take appropriate action regarding notifying parking operators of the County intent to exercise available options to extend parking for the renewal terms as provided in the lease agreements:
- a. Central Parking System of Texas, Inc. at the 812 San Antonio garage;
  - b. Central Parking System of Texas, Inc. at 1250 Guadalupe; and
  - c. Texas Oil and Gas Association at 1300 Guadalupe.

**RESULT:** **ADDED TO CONSENT**

25. Consider and take appropriate action on second amendment to Lease Agreement with Riggs, Aleshire and Ray, P.C., at 700 Lavaca Building.

**RESULT:** **ADDED TO CONSENT**

#### **Health and Human Services Dept. Items**

26. Consider and take appropriate action on items related to the Program Year 2010 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD:
- a. Receive a summary of the Annual Performance Report; and
  - b. Approve the draft of the Program Year 2010 Consolidated Annual Performance Evaluation Report to post for public comment.

Members of the Court heard from:  
Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS)  
Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)

**MOTION:** Approve the draft of the Program Year 2010 Consolidated Annual Performance Evaluation Report and order that it be posted for public comment.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez  
**ABSENT:** Karen L. Huber

#### Other Items

27. Consider and take appropriate action on the Fiscal Year 2011 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency pursuant to Texas Chapter 59.06 Code of Criminal Procedure.

**RESULT: ADDED TO CONSENT**

28. Approve order amending the annually determined contribution rate plan selections to maintain benefits of retirees under Texas County and District Retirement System

Members of the Court heard from:  
Barbara Wilson, Assistant County Attorney

**MOTION:** Approve Item 28.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

29. Consider and take appropriate action on Travis County appointments to the Central Texas Regional Mobility Authority Board of Directors.

Members of the Court heard from:  
Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)  
John Hille, Assistant County Attorney

**MOTION:** Post a similarly-worded item on the Tuesday, December 6, 2011 Agenda and look at the process we plan to employ and at the process we have used in the past, and touch base with the CTRMA regarding the reappointment of Charles Heimsath.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

30. Consider and take appropriate action on redistricting plans for the following Travis County Precincts:
- a. County Commissioners;
  - b. Justices of the Peace and Constables; and
  - c. Elections (voter tabulation districts).

*Clerk's Note: The Court discussed interim redistricting plans which will involve changes to*

*Travis County Precincts.*

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

**MOTION:** Proceed as requested with authorization to spend up to the \$5,000.00 budgeted.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

31. Consider and take appropriate action on letter to members of the Senate Commerce, Science and Technology Committee regarding federal trucking weight limit legislation.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

**MOTION:** Send the letter in Item 31.  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Karen L. Huber, Commissioner

**FRIENDLY**

**AMENDMENT:** Attach the report regarding the fiscal impact of heavier trucks on Travis County.

**MOVER:** Ron Davis, Commissioner  
**RESULT:** **FRIENDLY AMENDMENT ACCEPTED**

*Clerk's Note: A Vote on the Standing Motion was taken.*

**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

32. Consider and take appropriate action on Lease Agreement at 700 Lavaca with Austin Suites Management, Ltd. (This item may be taken into Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property)

*Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.*

Members of the Court heard from:

William Holms, Owner, Austin Suites Management, Ltd  
Christy, Office Manager, Austin Suites Management, Ltd  
John Hille, Assistant County Attorney

**MOTION:** Authorize the County Attorney to send an appropriate response to immediate issues that Mr. Holms raised, including a final note asking Mr. Holms if he requires responses to all issues in his memo, and send him a copy of the letter sent to him by the attorneys for the previous owners of 700 Lavaca dated July 6, 2010.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

## Executive Session Items

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

*Note 1: Gov't Code Ann 551.071, Consultation with Attorney*

*Note 2: Gov't Code Ann 551.072, Real Property*

*Note 3: Gov't Code Ann 551.074, Personnel Matters*

*Note 4: Gov't Code Ann 551.076, Security*

*Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

33. Receive briefing from the County Attorney in Travis County, et al v. Quantum Investments (Jules Alan Caplan resale deed) and take appropriate action.<sup>1</sup>

*Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:** Authorize the County Judge to sign the proposed tax resale deed on behalf of the Commissioners Court to Jules Alan Caplan, who has paid Travis County the sum of \$65,000.00, in cash.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe

**SECONDER:** Margaret J. Gómez

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

34. Receive briefing from the County Attorney in Travis County, et al v. Paulino Martinez and Carmen Martinez (Malcolm Gunnell resale deed) and take appropriate action.<sup>1</sup>

*Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:** Authorize the County Judge to sign the proposed tax resale deed on behalf of the Commissioners Court to Malcolm Gunnell, who has paid Travis County the sum of \$26,116.78, in cash.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

35. Receive briefing and take appropriate action in Regina Jackson and Rudolf Williamson, individually, and on behalf of the estate of Rachel Jackson, deceased v. John A. Ford, M.D., and Travis County, Texas; Action No. A-10-CA522-SS).<sup>1</sup>

*Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:** Authorize the County Attorney to file a Rule 68 Offer of Judgment in the amount of \$75,000.00.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Sarah Eckhardt, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

36. Receive briefing and take appropriate action in Valdez v. City of Austin, Texas et al.; Action No. A-11-CA-615-LY).<sup>1</sup>

**RESULT: POSTPONED**

37. Receive legal briefing and take appropriate action regarding Travis County involvement in legal action objecting to congressional redistricting by the Texas Legislature.<sup>1</sup>

*Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**RESULT: DISCUSSED**

38. Receive briefing from County Attorney and take appropriate action concerning the extension of administrative leave with pay for Juvenile Probation Employee, Slot 360.<sup>1 and 3</sup>

*Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.*

**MOTION:** Approve an additional seven days leave with pay through Monday, December 5, 2011, for the employee in Slot 360.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Consent Items**

**MOTION:** Approve the following Consent Items: C1–C6 and Agenda Items 5.a–e, 6, 7.a–b, 9, 10, 11.a–b, 12, 13, 14, 15.a–l, 16.a–b, 17, 18, 19, 20, 21, 24.a–c, 25, and 27.

**RESULT:** **ADOPTED [UNANIMOUS]**

**MOVER:** Margaret J. Gómez, Commissioner

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

C3. Approve the Commissioners Court minutes for the Voting Session of November 15, 2011.

C4. Approve the Commissioners Court minutes for the Special Voting Session of November 17, 2011.

C5. Approve setting a public hearing on Tuesday, December 20, 2011 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide drainage easements located along the north and south lot lines of Lot 7, Block 48 of Austin Lake Hills, Section Three in Precinct Three. (Commissioner Huber)

C6. Approve setting a public hearing on Tuesday, December 20, 2011 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 39 and 40, Block H of Highland Creek Lakes, Section 1 in Precinct Three. (Commissioner Huber)

## **Minutes approved by the Commissioners Court**

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2011

**Prepared By:** Don Perryman **Phone #:** 974-2786

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

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

**Sponsoring Court Member:** Commissioner Eckhardt, Precinct Two

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, January 17, 2012 to receive comments regarding a plat for recording: Steiner Ranch Phase 2, Section 10, Resubdivision of Lot 1, Block C (Resubdivision final plat - 14 total lots (10 commercial lots, 2 open space lots, and 2 private joint use access lots) - 60.93 acres - Quinlan Park Road) in Precinct Two.

## **BACKGROUND/SUMMARY OF REQUEST:**

The applicant is requesting to resubdivide an existing lot in Steiner Ranch Phase 2 Section 10 from one lot to 14 lots for commercial, open space, and private joint access uses. Water and wastewater service to be provided by Water Control Improvement District #17.

## **STAFF RECOMMENDATIONS:**

The City of Austin Zoning and Platting Commission approved the requested resubdivision at their November 15, 2011 meeting without discussion. As the application meets all Title 30 requirements, the Single Office staff recommends approval of the motion.

## **ISSUES AND OPPORTUNITIES:**

No one spoke at the public hearing conducted by the City of Austin Zoning and Platting Commission. In addition, staff has not been contacted by any individuals or groups who oppose this resubdivision request.

As part of the requirements for a plat resubdivision, a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing.

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

## **ATTACHMENTS/EXHIBITS:**

Precinct map

Location map  
Original final plat  
Proposed final plat

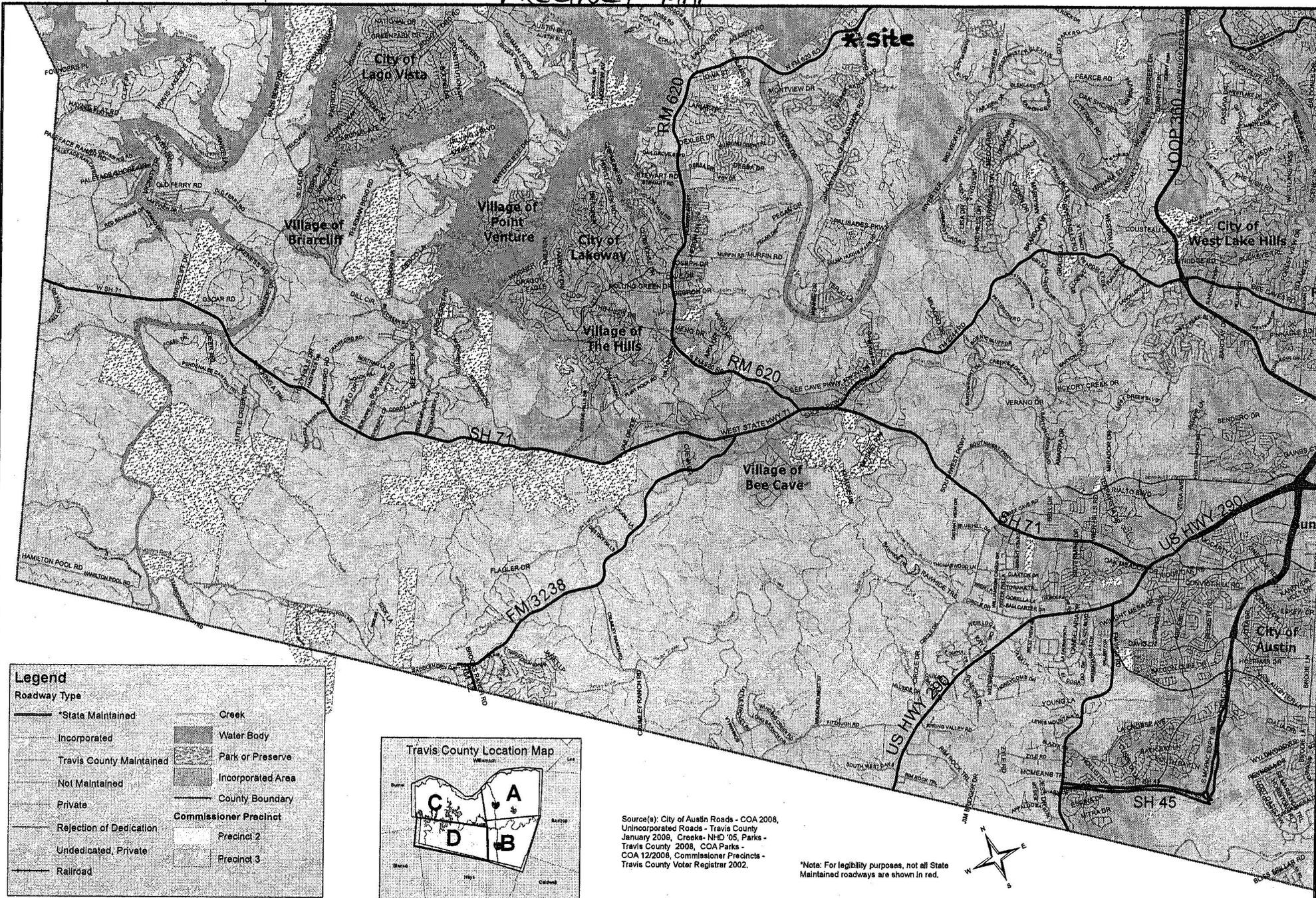
**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**SM:AB:dp**  
**1101 - Development Services -**

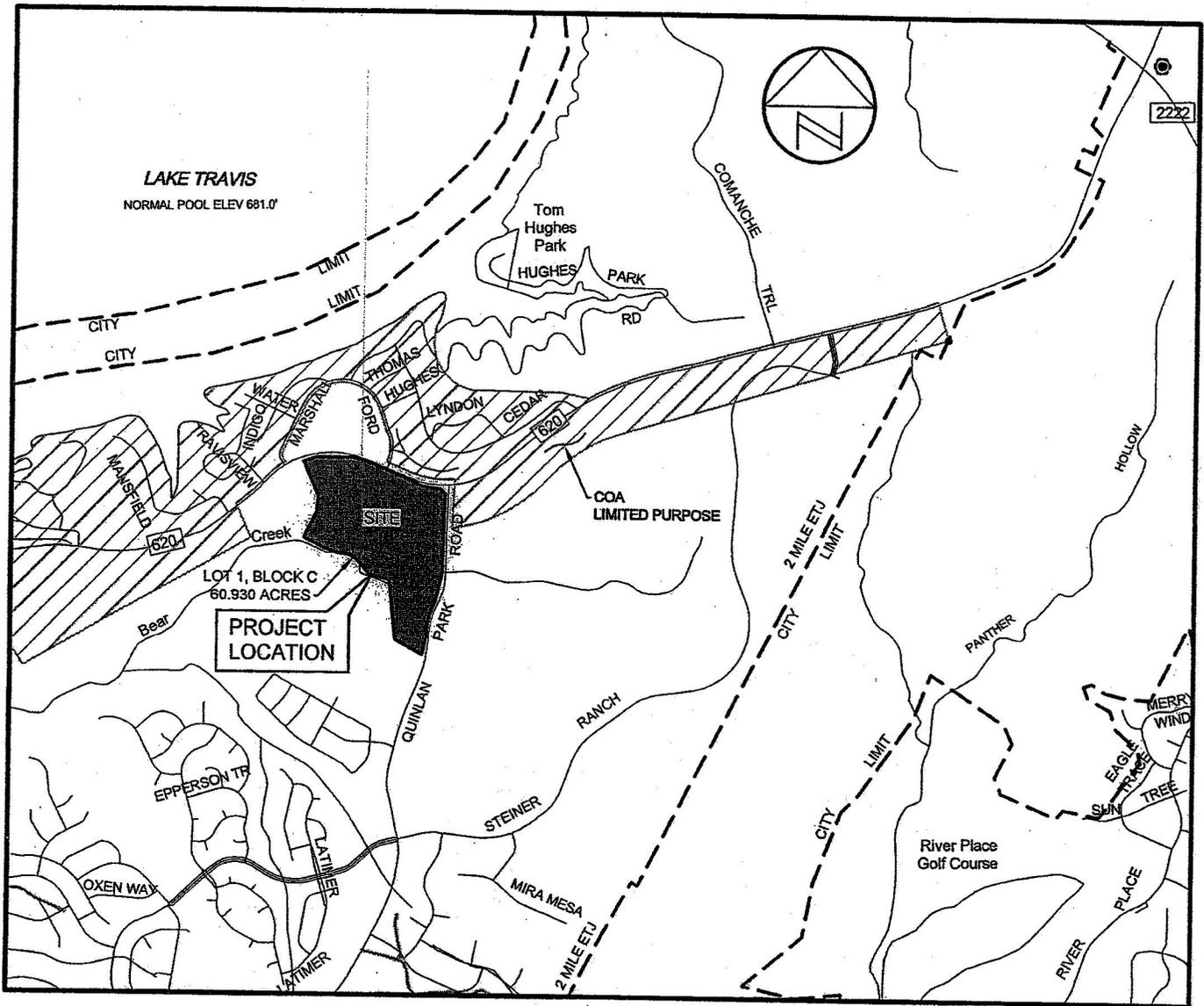
# PRECINCT MAP



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

## Travis County Roadways, Map D

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 1/7/2009  
<http://www.co.travis.tx.us/maps>



LOCATION MAP

(N.T.S.)

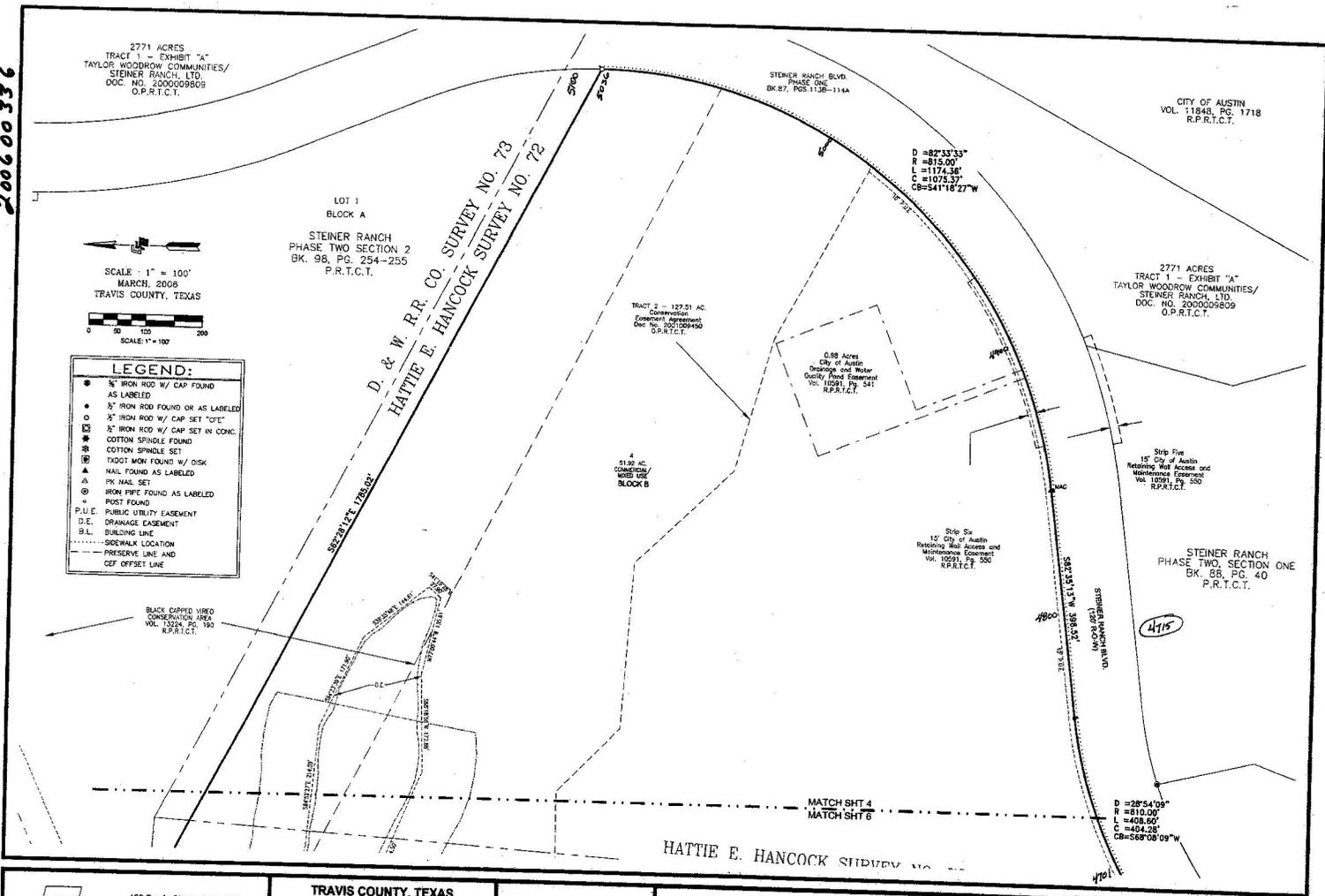
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PHOTODUPLICATION

**CFE**  
C. FAULKNER ENGINEERING

400 Bowie Street, Suite 250  
Austin, Texas 78703  
P: 512.486.9470  
F: 512.486.9473

P.O. Box 1528  
Austin, Texas 78767-1528  
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS	
DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SALVE, JR., RPLS. No. 2516
TECHNICIAN:	RJM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	J:\The\Steiner\Comm - Plat\Survey\2006\Final Plat\Ph2Sec10\Ph2Sec10-FP.dwg

TAYLOR WOODROW COMMUNITIES/ STEINER RANCH, LTD.  
3405 GRIMES RANCH RD.  
AUSTIN, TX 78732  
PH: 512-266-3865  
FX: 512-266-9342

# STEINER RANCH PHASE TWO SECTION 10

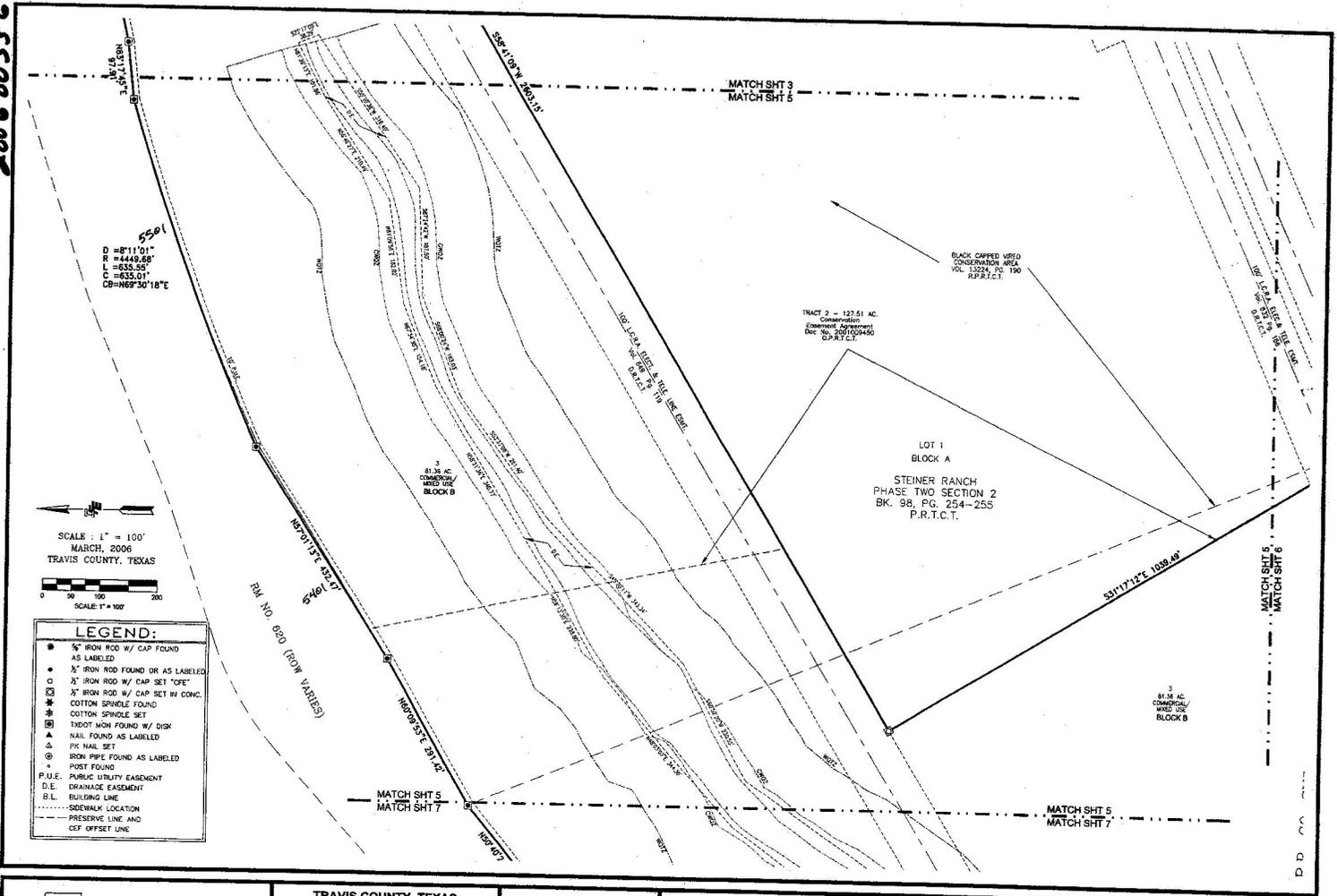
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PHOTOGRAPHIC INTERPRETATION



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TRAVIS COUNTY, TEXAS	
DATE:	MARCH, 2006
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TECHNICIAN:	R.M.
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
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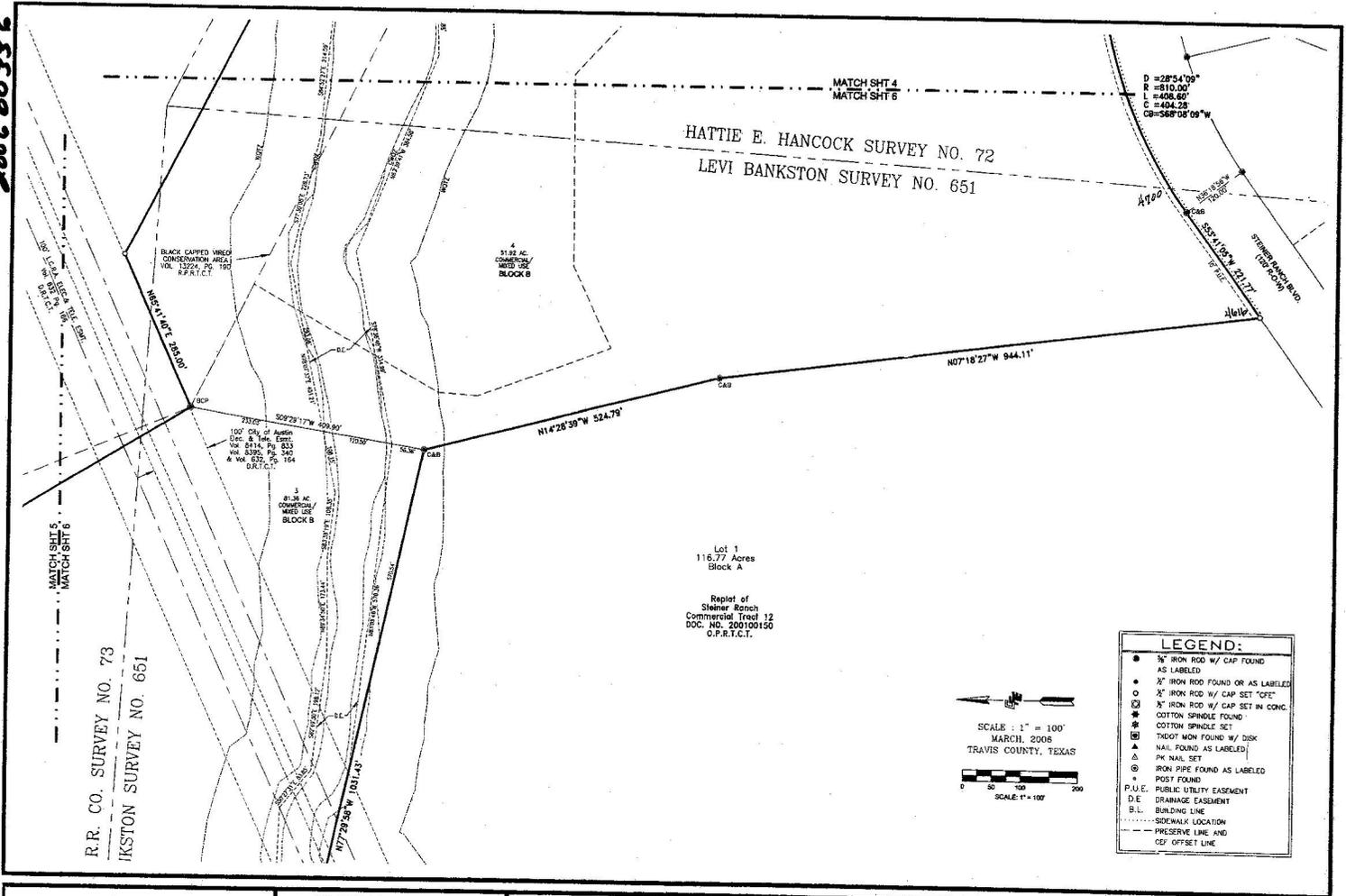
TAYLOR WOODROW COMMUNITIES/  
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# STEINER RANCH PHASE TWO SECTION 10

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**LEGEND:**

- 1/2" IRON ROD W/ CAP FOUND AS LABELED
- X" IRON ROD FOUND OR AS LABELED
- X" IRON ROD W/ CAP SET "CFE"
- ⊗ X" IRON ROD W/ CAP SET IN CONC.
- ★ COTTON SPINDLE FOUND
- ⊛ COTTON SPINDLE SET
- ⊠ TAG/OT MON FOUND W/ DISK
- ▲ NAIL FOUND AS LABELED
- △ PK NAIL SET
- ⊙ IRON PIPE FOUND AS LABELED
- POST FOUND
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- ..... SIDEWALK LOCATION
- PRESERVE LINE AND CEY OFFSET LINE

SCALE: 1" = 100'  
 MARCH, 2006  
 TRAVIS COUNTY, TEXAS

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TRAVIS COUNTY, TEXAS	
DATE:	MARCH, 2008
SURVEYOR:	PAUL C. SALVE, JR., RPLS No. 2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
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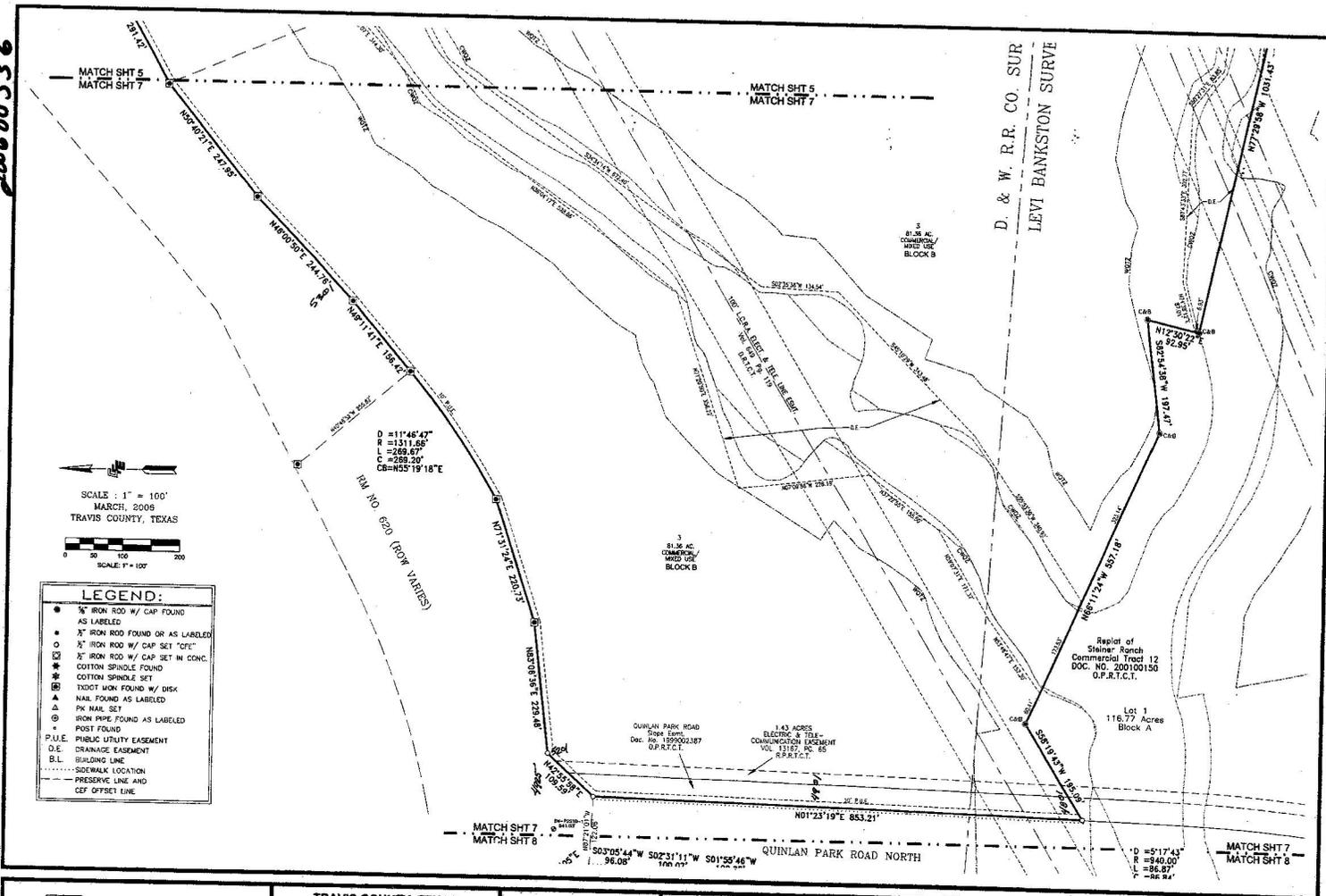
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# STEINER RANCH PHASE TWO SECTION 10

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ENGINEERING

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DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SALVE, JR., RPLS No. 2518
TECHNICIAN:	RLM
FIELD BOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
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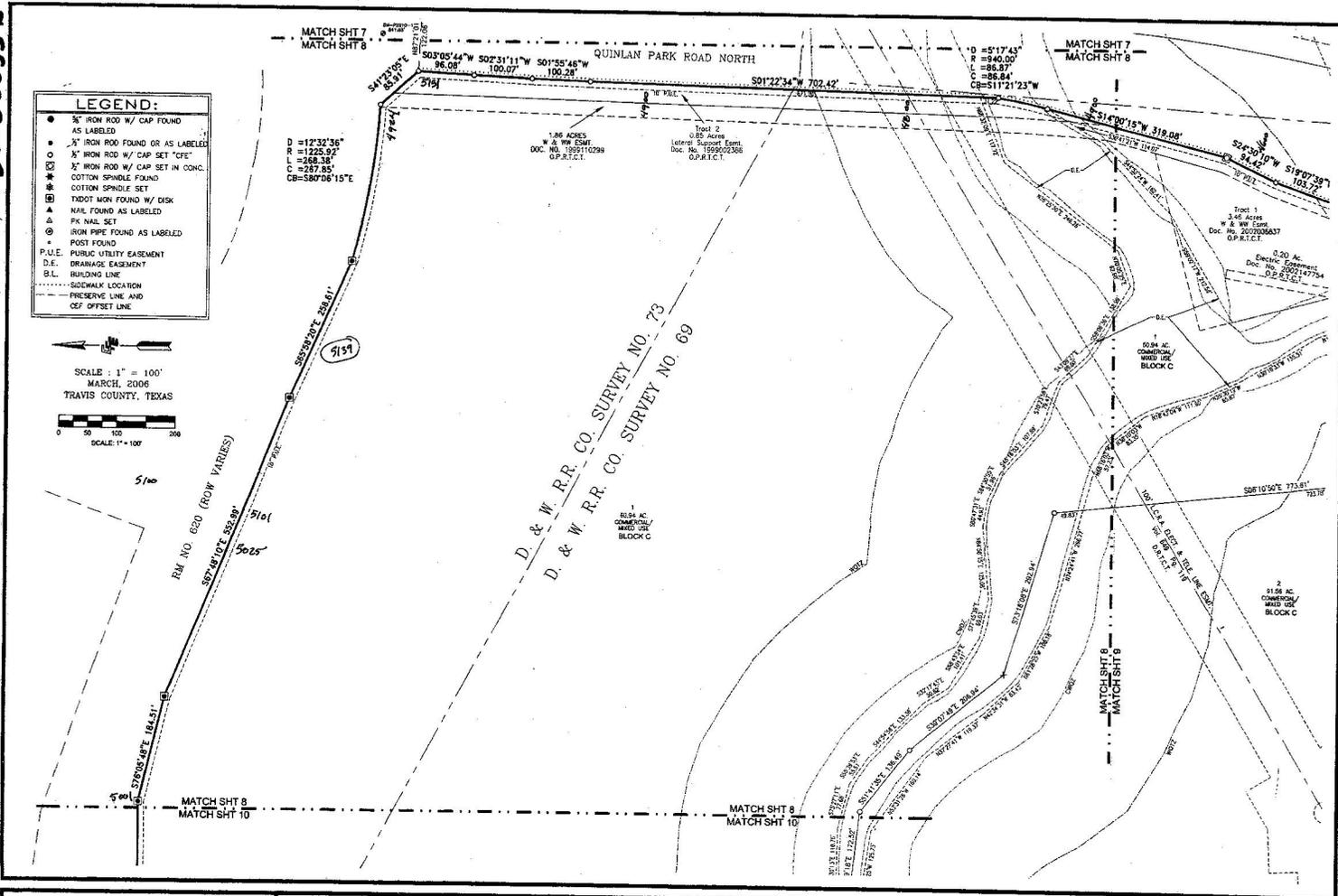
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FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	N:\Projects\Steiner\Comm-Plat\Survey\CAD9 N:\Proj. Plat\PlatSec10\PlatSec10-FP.dwg

TAYLOR WOODROW  
COMMUNITIES/  
STEINER RANCH, LTD.

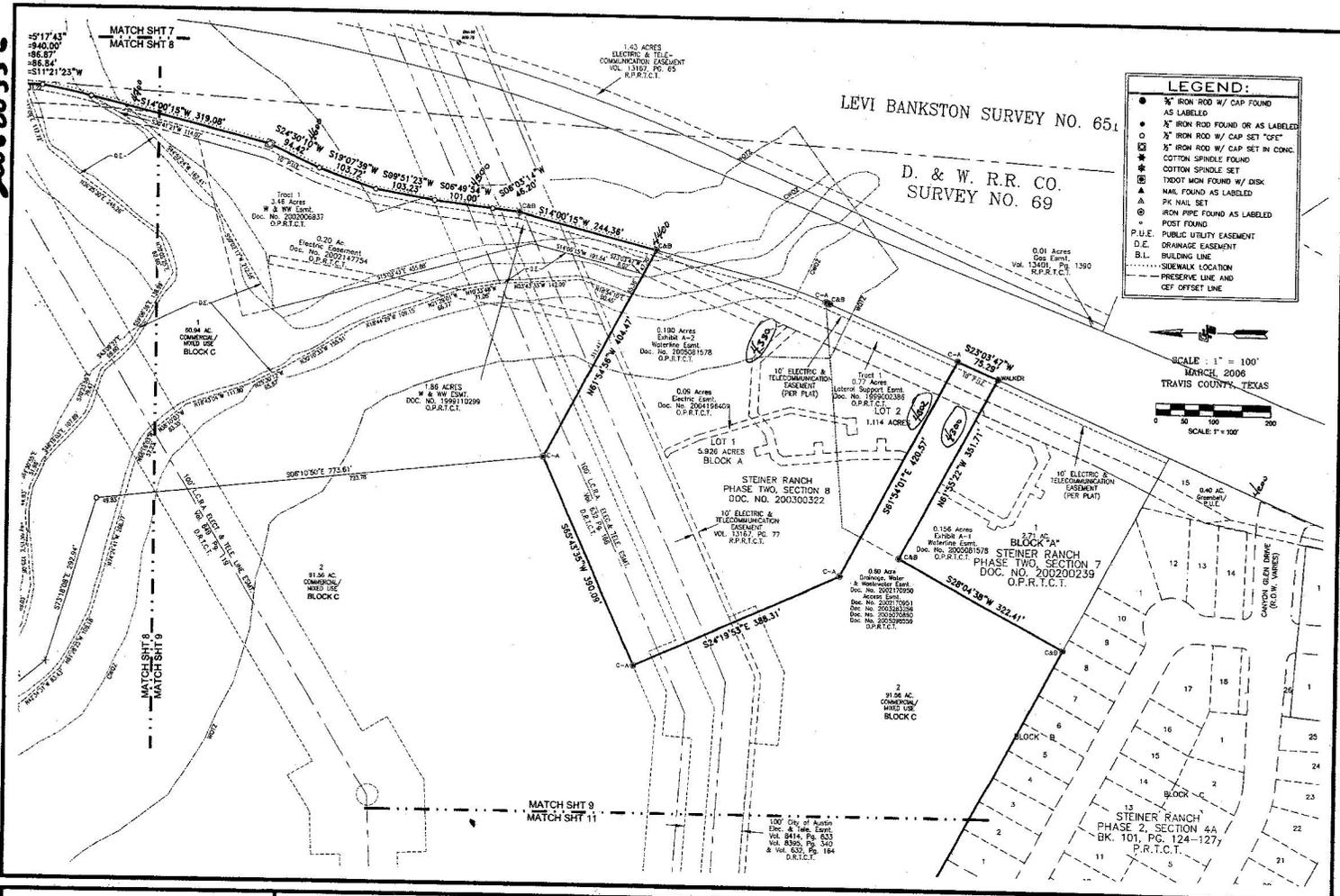
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# STEINER RANCH PHASE TWO SECTION 10

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OF 12

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**LEGEND:**

- 3/4" IRON ROD W/ CAP FOUND AS LABELED
- 1/2" IRON ROD FOUND OR AS LABELED
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- ⊙ POST FOUND
- P.U.E. PUBLIC UTILITY EASEMENT
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- B.L. BUILDING LINE
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- - - PRESERVE LINE AND CEF OFFSET LINE

SCALE: 1" = 100'  
 INCHES 2006  
 TRAVIS COUNTY, TEXAS

SCALE: 1" = 100'

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FIELDBOOK:	PZ
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DESCRIPTION:	N/A
DRAWING:	\\Final\Ph2Sec10 - Phase2 Survey\1400 \\Final\Ph2Sec10\Ph2Sec10-PP.dwg

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 AUSTIN, TX 78732  
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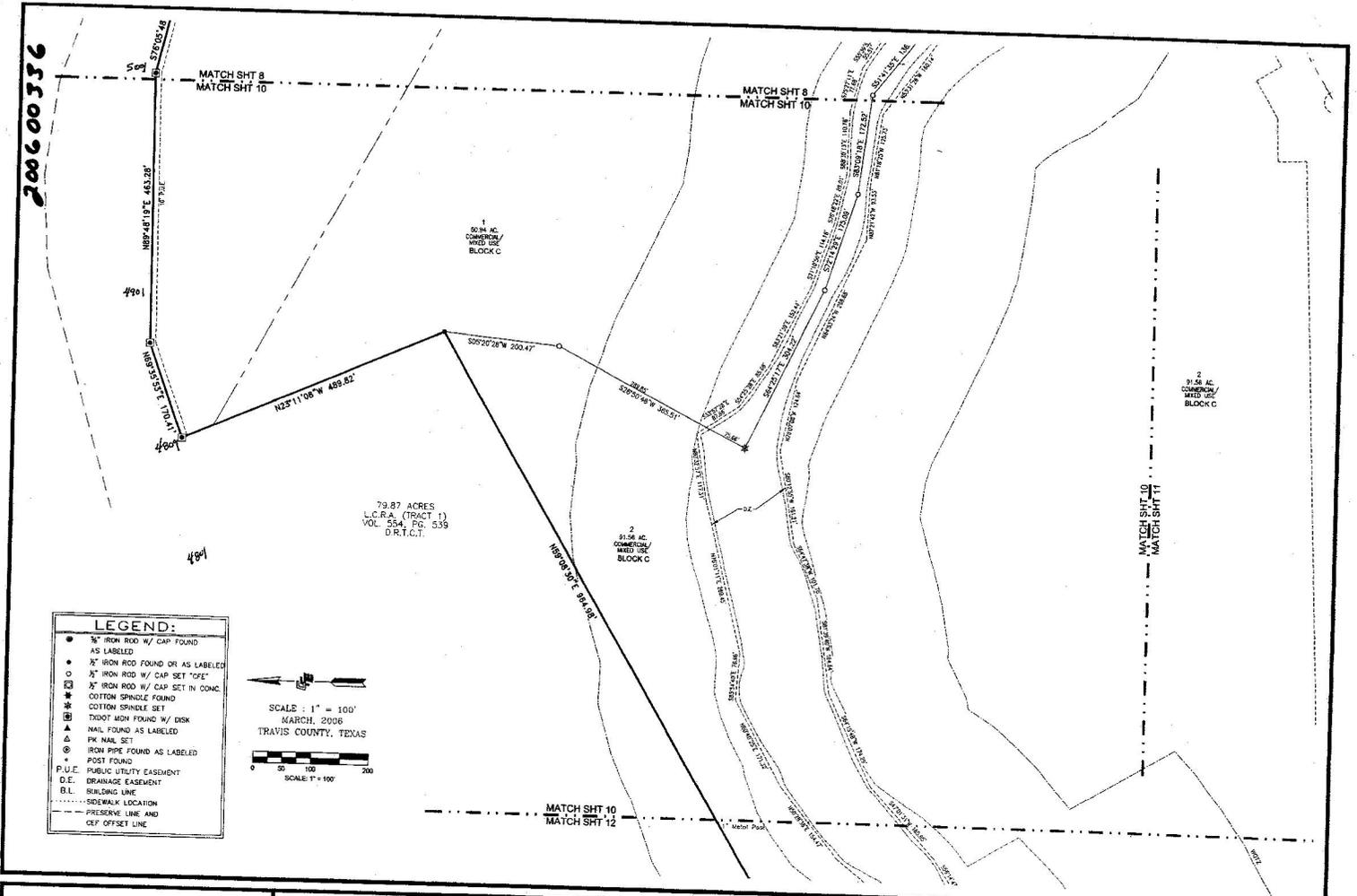
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Austin, Texas 78703  
P: 512.496.9470  
F: 512.496.9473

P.O. Box 1528  
Austin, Texas 78767-1528  
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS	
DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS. No. 2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	\\TWC\Share\Comm-Proj\Survey\CAD\Final Plat\Ph2Sec10\Ph2Sec10-FP.dwg

TAYLOR WOODROW  
COMMUNITIES/  
STEINER RANCH, LTD.

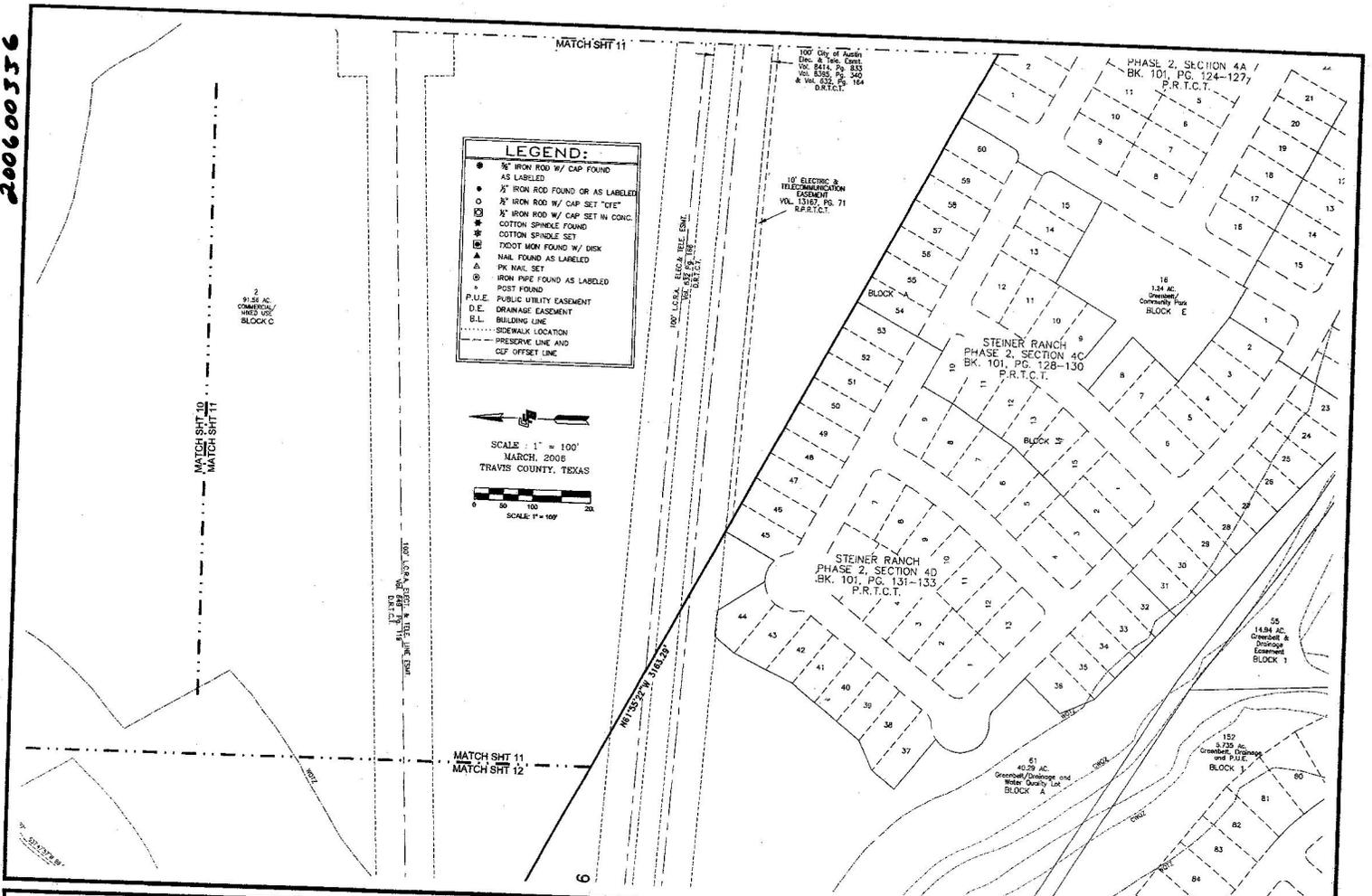
3405 GRIMES RANCH RD.  
AUSTIN, TX 78732  
PH: 512-266-3685  
FX: 512-266-9342

**STEINER RANCH  
PHASE TWO  
SECTION 10**

CFE PLAT  
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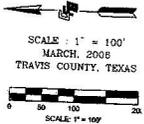
**10**  
OF 12

20060036



**LEGEND:**

- 3/4" IRON ROD W/ CAP FOUND AS LABELED
- 1/2" IRON ROD FOUND OR AS LABELED
- 1/2" IRON ROD W/ CAP SET "CIE"
- 1/2" IRON ROD W/ CAP SET "CIE"
- 1/2" IRON ROD W/ CAP SET IN CONC.
- COTTON SPINDLE FOUND
- COTTON SPINDLE SET
- TROTT MON FOUND W/ DISK
- ▲ NAIL FOUND AS LABELED
- ▲ PK NAIL SET
- IRON PIPE FOUND AS LABELED
- POST FOUND
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- ..... SIDEWALK LOCATION
- ..... PRESERVE LINE AND CEP OFFSET LINE



**TRAVIS COUNTY, TEXAS**

DATE:	MARCH, 2008
SURVEYOR:	PAUL C. SALVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	(\\TWC\Steiner\Comm-Plat\Survey\CAD) \\TWC\Plat\Ph2Sec10\Ph2Sec10-FP.dwg

TAYLOR WOODROW COMMUNITIES/ STEINER RANCH, LTD.  
3405 GRIMES RANCH RD.  
AUSTIN, TX 78732  
PH: 512-266-3865  
FX: 512-266-9342

**STEINER RANCH  
PHASE TWO  
SECTION 10**

CFE PLAT  
Ph2Sec10-FP.dwg  
**11**  
OF 12

**CFE**  
C. FALKNER ENGINEERING  
400 Bowie Street, Suite 250  
Austin, Texas 78703  
P: 512.496.9470  
F: 512.495.9473  
P.O. Box 1528  
Austin, Texas 78767-1528  
www.cfsalterengineering.com

PHOTODUPLICATION



Original Subdivision

2006.00.336

THE STATE OF TEXAS :  
COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS  
THAT TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH ITS GENERAL PARTNER, TWO/STEINER RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, BY AND THROUGH JAMES D. PLASEK, VICE PRESIDENT, BEING THE OWNER OF 282.78 ACRES OF LAND, LOCATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 2771 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., AS RECORDED IN DOCUMENT NO. 20000989 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 162.892 ACRE TRACT OF LAND, DESCRIBED IN TRACT 4, EXHIBIT 'A' IN A DEED TO TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., AS RECORDED IN DOCUMENT NO. 20000989 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 282.78 ACRES OF LAND, PURSUANT TO CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENTS CODE AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

"STEINER RANCH PHASE TWO, SECTION 10"

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

IN WITNESS WHEREOF, TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 2th DAY OF September, 2006, A.D.

TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., A TEXAS LIMITED PARTNERSHIP BY: TWO/STEINER RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: JAMES PLASEK, VICE PRESIDENT  
TWO/STEINER RANCH, L.L.C.  
3405 GRIMES RANCH ROAD  
AUSTIN, TEXAS 78732  
FAX: (512)265-9342

THE STATE OF TEXAS :  
COUNTY OF TRAVIS :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 2th DAY OF September, 2006, A.D.

BY JAMES PLASEK, VICE PRESIDENT OF TWO/STEINER RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID COMPANY AND SAID PARTNERSHIP.

WITNESS MY HAND AND SEAL OF OFFICE, THIS 2th DAY OF September, 2006, A.D.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



THE STATE OF TEXAS :  
COUNTY OF TRAVIS :

I, PAUL C. SALVE, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLES WITH THE SURVEYING RELATED PORTION OF TITLE 25 OF THE AUSTIN CITY CODE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

CERTIFIED TO THIS THE 2th DAY OF Sep, 2006, A.D.



PAUL C. SALVE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 2582 - STATE OF TEXAS  
C FALKNER ENGINEERING, L.P.  
400 BOWIE STREET, STE. 250  
AUSTIN, TEXAS 78703  
PHONE: (512)495-9470  
FAX: (512)495-9473

FLOODPLAIN NOTE:

THE 100 YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAPS NO. 48463C-0240-E & NO. 48453C-0255-E, DATED JUNE 18, 1993 FOR TRAVIS COUNTY, TEXAS.

I, CASEY GILES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, IS COMPLETE AND COMPLES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CITY CODE OF 1999, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE: 9-15-06



CASEY GILES, P.E.  
LICENSED PROFESSIONAL ENGINEER  
NO. 91787 STATE OF TEXAS  
C FALKNER ENGINEERING, L.P.  
400 BOWIE STREET, STE. 250  
AUSTIN, TEXAS 78703  
PHONE: (512)495-9470  
FAX: (512)495-9473

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN.

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE 2th DAY OF SEPTEMBER, 2006, A.D.

Victoria Hsu, Director  
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT.

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD, UNDER SECTION 30-2-84(B)(2), AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS, BY THE EXECUTIVE MANAGER, TRANSPORTATION AND NATURAL RESOURCES, TRAVIS COUNTY, THIS THE 2th DAY OF OCTOBER, 2006, AD.

JOSEPH P. SIEBELMAN, EXECUTIVE MANAGER  
TRANSPORTATION AND NATURAL RESOURCES

THE STATE OF TEXAS:  
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24th DAY OF OCTOBER, 2006, AT 10:06 O'CLOCK A.M., AND DULY RECORDED ON THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 24th DAY OF October, 2006, A.D.

DANA DEBEAUVOR, COUNTY CLERK,  
TRAVIS COUNTY, TEXAS

DEPUTY: J. Sifuentes



CFE  
400 Bowie Street, Suite 250  
Austin, Texas 78703  
P: 512.495.9470  
F: 512.495.9473  
P.O. Box 1528  
Austin, Texas 78767-1528  
www.cfalturnerengineering.com

TRAVIS COUNTY, TEXAS	
DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SALVE, JR., RPLS No.2518
TECHNICAL:	RLM
FIELDBOOK:	772
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWINGS:	1. Civil Station Comm - Data Survey (CAD) 2. Final Plat (Phase 10) Ph2Sec10-FP.dwg

TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD.  
3405 GRIMES RANCH RD.  
AUSTIN, TX 78732  
Ph: 512-265-3855  
Fx: 512-265-9342

STEINER RANCH  
PHASE TWO  
SECTION 10

CFE PLAT  
Ph2Sec10-FP.dwg  
1  
OF 12

120600

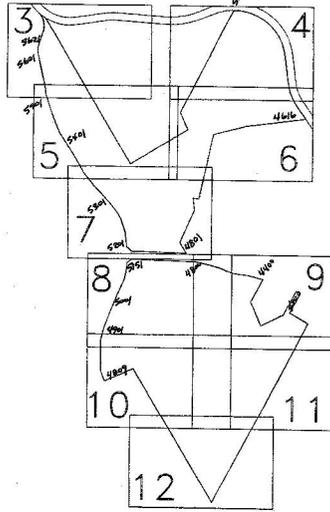
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PHOTOGRAPHIC REFERENCE

2006 00 336

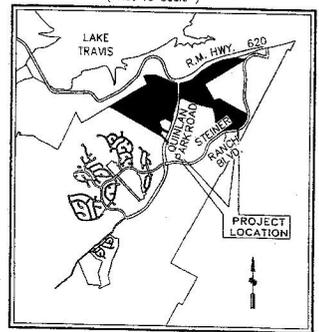
**GENERAL NOTES:**

1. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING, OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND CITY OF AUSTIN.
2. PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
4. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14 % ONLY WITH SPECIFIC APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.
5. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, PURSUANT TO THE LAND DEVELOPMENT CODE SECTION 25-8-101, AND THE ENVIRONMENTAL CRITERIA MANUAL.
6. ALL BUILDING FOUNDATIONS ON SLOPES OF 15% AND OVER AND ON FILL PLACED UPON SUCH SLOPES SHALL UTILIZE DESIGN AND CONSTRUCTION PRACTICES CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO PRACTICE IN THIS FIELD.
7. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 WATER & WASTEWATER SYSTEMS.
8. THE OWNER OF THIS SUBDIVISION, AND HIS/HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY AND THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATting MAY BE REQUIRED AT THE OWNERS SOLE DISCRETION. IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
9. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TDCO NO. 17, CITY OF AUSTIN AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN WATER AND WASTEWATER DEPARTMENTS FOR REVIEW.
10. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
11. THIS SUBDIVISION IS LOCATED WITHIN THE LAKE AUSTIN WATERSHED WHICH IS CLASSIFIED AS A WATER SUPPLY RURAL WATERSHED AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
12. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 60 FEET TO THE EDGE OF RIGHT-OF-WAY OF AN INTERSECTING LOCAL OR COLLECTION STREET.
13. SIDEWALKS SHALL BE BUILT TO CITY OF AUSTIN STANDARDS AND ARE REQUIRED ALONG THE FOLLOWING STREETS:  
QUINLAN PARK ROAD NORTH - BOTH SIDES  
THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALK PHASING AGREEMENT RECORDED IN DOC. NO. 2006 285 710
14. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND / OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
15. THE OWNER / DEVELOPER OF THIS SUBDIVISION / LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND / OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND / OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-4 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
16. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION, AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
17. ANY RELOCATIONS OR OUTAGES CAUSED BY THIS PROJECT WILL BE CHARGED TO THE CONTRACTOR/OWNER.
18. PROPERTY OWNER IS TO PROVIDE FREE AND EASY ACCESS 24 HOURS A DAY TO THE TRANSMISSION EASEMENT. IF THERE IS A TEMPORARY OR PERMANENT SECURITY FENCE PREVENTING ACCESS TO THE EASEMENT, AUSTIN ENERGY SHALL HAVE ITS LOCK IN THE GATE.
19. ON THE SITE PLAN, DO NOT PLAT SINGLE FAMILY LOTS INTO TRANSMISSION EASEMENT DUE TO SAFETY, ACCESS AND MAINTENANCE ISSUES.
20. THIS SUBDIVISION IS A PORTION OF THE TAYLOR WOODROW PARCEL AS DEPICTED IN EXHIBIT A PER THE CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER RECORDED IN DOCUMENT NO. 2001180784 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS CO, TEXAS
21. THIS SUBDIVISION IS SUBJECT TO ORDINANCE NO. 011025-08 WHICH CONTAINS (I) THE SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF AUSTIN AND THE STEINER PARTIES AS RECORDED IN DOCUMENT NO. 201180785 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND (II) THAT CERTAIN CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER RECORDED IN DOCUMENT NO. 2001180784 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
22. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT DEVELOPMENT PERMIT.
23. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20 % OF THE NET SITE AREA OF EACH LOT PURSUANT TO LDC SECTION 25-8-211.
24. PER SECTION II VI AND EXHIBIT C OF THE STEINER RANCH AGREEMENT/CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER AND SEWER GENERATING UNITS SHALL BE ALLOCATED AT THE SITE PLAN STAGE.
25. THIS PLAT IS SUBJECT TO THE PROVISIONS OF THAT CERTAIN MASTER ROADWAY PHASING AGREEMENT WHICH IS RECORDED IN VOLUME 13172, PAGE 585 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED.
26. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPERS AND/OR THE OWNERS OF THE LOTS. FAILURE TO PERMIT, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
27. SEE RESTRICTIVE COVENANT IN DOCUMENT NO. 2006 285 712, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, REFERRING TO PARKLAND REQUIREMENTS FOR COMMERCIAL / MIXED USE LOTS NO. 3 & 4, BLOCK B AND LOTS 1 & 2, BLOCK C.
28. DEVELOPMENT OF THESE LOTS IS HEREBY RESTRICTED TO USES OTHER THAN SINGLE FAMILY RESIDENTIAL.
29. BENCH MARK LIST  
BM-98 ELEVATION 800.70'  
58-INCH IRON WITH CAP AT 118.4' ± LEFT OF QUINLAN PARK ROAD CENTERLINE STATION 19+07.  
BM-2510-1 ELEVATION 841.02'  
"I" IN NORTH END OF TRAFFIC ISLAND ON QUINLAN PARK ROAD NORTH AT INTERSECTION OF RM 620.



SHEET INDEX

LOCATION MAP  
(Not To Scale)



**OWNER**  
TWC STEINER RANCH, L.L.C.  
3405 GRIMES RANCH ROAD  
AUSTIN, TEXAS 78732  
PHONE: (512)266-3885  
FAX: (512)266-9472

**SURVEYOR**  
C FALKNER ENGINEERING, L.P.  
400 BOWIE STREET, STE 250  
AUSTIN, TEXAS 78703  
PHONE: (512)495-9470  
FAX: (512)495-9473

**ENGINEER**  
C FALKNER ENGINEERING, L.P.  
400 BOWIE STREET, STE 250  
AUSTIN, TEXAS 78703  
PHONE: (512)495-9470  
FAX: (512)495-9473

**TOTAL ACRES**  
265.78 ACRES

**LOT SUMMARY**

COMMERCIAL/MIXED USE	4
TOTAL NUMBER OF LOTS	4
TOTAL NUMBER OF BLOCKS	2

PHOTOGRAPHIC ENLARG

400 Bowie Street, Suite 250  
Austin, Texas 78703  
P: 512-495-9470  
F: 512-495-9473  
P.O. Box 1528  
Austin, Texas 78767-1528  
www.cfkulinerengineering.com

TRAVIS COUNTY, TEXAS	
DATE:	MARCH 2006
SURVEYOR:	PAUL C. SALVE, JR., RPLS No. 2518
TECHNICAL:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWINGS:	(\P\Plat\Ph2Sec10\Ph2Sec10-FP.dwg)

TAYLOR WOODROW  
COMMUNITIES/  
STEINER RANCH, LTD.  
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PH: 512-266-3885  
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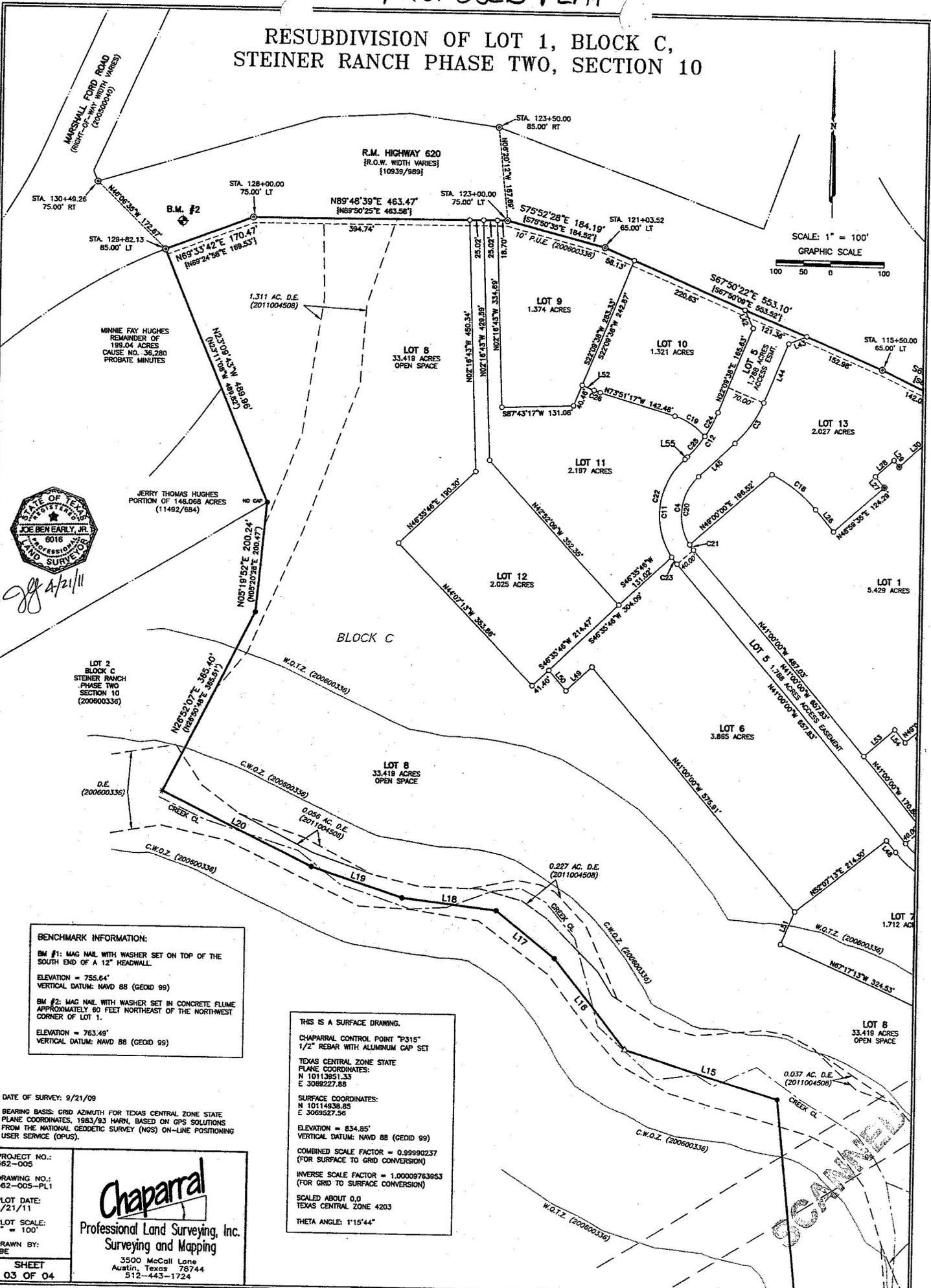
# STEINER RANCH COMMUNITIES/ STEINER RANCH, LTD. PHASE TWO SECTION 10

CFE PLAT  
Ph2Sec10-FP.dwg  
**2**  
OF 12

12969

# PROPOSED PLAT

## RESUBDIVISION OF LOT 1, BLOCK C, STEINER RANCH PHASE TWO, SECTION 10



8/21/11

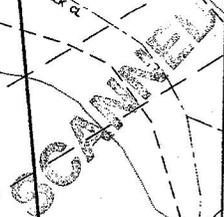
**BENCHMARK INFORMATION:**  
 BM #1: MAG NAIL WITH WASHER SET ON TOP OF THE SOUTH END OF A 12" HEADWALL.  
 ELEVATION = 755.64'  
 VERTICAL DATUM: NAVD 88 (GEOID 99)  
 BM #2: MAG NAIL WITH WASHER SET IN CONCRETE FLUME APPROXIMATELY 80 FEET NORTHEAST OF THE NORTHWEST CORNER OF LOT 1.  
 ELEVATION = 763.49'  
 VERTICAL DATUM: NAVD 88 (GEOID 99)

THIS IS A SURFACE DRAWING.  
 CHAPARRAL CONTROL POINT "P315"  
 1/2" REBAR WITH ALUMINUM CAP SET  
 TEXAS CENTRAL ZONE STATE PLANE COORDINATES:  
 N 10113951.33  
 E 3069227.88  
 SURFACE COORDINATES:  
 N 10114936.85  
 E 3069527.56  
 ELEVATION = 834.85'  
 VERTICAL DATUM: NAVD 88 (GEOID 99)  
 COMBINED SCALE FACTOR = 0.99990237 (FOR SURFACE TO GRID CONVERSION)  
 INVERSE SCALE FACTOR = 1.00009763953 (FOR GRID TO SURFACE CONVERSION)  
 SCALED ABOUT 0.0  
 TEXAS CENTRAL ZONE 4203  
 THETA ANGLE: 1°15'44"

DATE OF SURVEY: 9/21/09  
 BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE STATE PLANE COORDINATES, 1983/83 HARN, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

PROJECT NO.: 562-005  
 DRAWING NO.: 562-005-PL1  
 PLOT DATE: 4/21/11  
 PLOT SCALE: 1" = 100'  
 DRAWN BY: JBE

**Chaparral**  
 Professional Land Surveying, Inc.  
 Surveying and Mapping  
 3500 McCall Lane  
 Austin, Texas 78744  
 512-443-1724





# RESUBDIVISION OF LOT 1, BLOCK C, STEINER RANCH PHASE TWO, SECTION 10

No.	BEARING	LENGTH	RECORD
L1	S41°35'32"E	85.19'	[841°28'24"E 88.08']
L2	S03°04'09"W	86.06'	[803°06'44"W 86.08']
L3	S02°32'32"W	100.04'	[802°31'11"W 100.07']
L4	S01°53'40"W	100.29'	[801°55'46"W 100.28']
L6	S13°58'38"W	318.07'	[81°40'19"W 318.08']
L7	S24°30'43"W	84.48'	[824°30'10"W 84.42']
L8	S19°08'18"W	103.70'	[819°07'39"W 103.72']
L9	S09°50'58"W	103.27'	[809°51'23"W 103.23']
L10	S08°48'07"W	100.92'	[808°48'54"W 101.00']
L11	S08°01'34"W	46.30'	[808°03'14"W 46.20']
L12	S14°00'12"W	244.37'	[814°00'15"W 244.38']
L13	N61°54'50"W	404.60'	[861°54'56"W 404.47']
L14	N06°10'45"W	773.58'	[806°10'50"W 773.61']
L15	N73°16'35"W	282.94'	[873°16'08"W 282.84']
L16	N39°07'18"W	208.94'	[839°07'46"W 208.84']
L17	N51°45'06"W	136.46'	[851°41'35"W 138.49']
L18	N83°08'42"W	172.54'	[883°08'18"W 172.52']
L19	N72°14'22"W	174.98'	[872°14'29"W 175.09']
L20	N84°24'33"W	304.41'	[884°25'17"W 304.22']
L21	N24°01'34"E	69.93'	
L22	N04°00'00"E	125.51'	
L23	N48°00'00"E	56.32'	
L24	N48°03'00"E	119.47'	
L25	N41°00'00"W	80.47'	
L26	N41°00'00"W	51.89'	
L27	S41°00'02"E	25.91'	

No.	BEARING	LENGTH
L28	S49°00'00"W	45.63'
L29	N41°00'00"W	15.32'
L30	S48°00'00"W	94.62'
L31	S24°01'34"W	58.29'
L32	N88°37'12"W	135.97'
L33	N01°22'48"E	123.81'
L34	S88°37'12"E	202.24'
L35	S01°22'48"W	44.18'
L36	N48°00'00"E	78.89'
L37	S41°00'00"E	63.00'
L38	S46°22'48"W	18.80'
L39	N88°37'12"W	110.02'
L40	N73°52'12"W	30.78'
L41	N73°52'12"W	10.37'
L42	N24°49'02"W	36.05'
L43	N67°09'38"E	35.36'
L44	N22°09'39"E	116.27'
L45	N47°23'58"E	88.83'
L46	S88°36'10"E	207.08'
L47	S73°52'12"E	9.62'
L48	S41°00'00"E	27.50'
L49	N48°35'46"E	63.87'
L50	S41°00'00"E	48.51'
L51	N24°42'47"E	64.86'
L52	N87°50'22"W	23.22'
L53	N48°00'00"E	78.00'
L54	N41°00'00"W	31.00'
L55	N48°36'23"E	6.50'

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING	RECORD CHORD
C1	12°33'26"	1225.92'	134.88'	288.68'	288.14'	S79°59'44"E	[879°55'30"E C=288.14']
C2	5°17'29"	840.00'	43.44'	86.81'	86.78'	S11°22'02"W	[811°21'23"W C=86.84']
C3	25°14'20"	205.00'	45.90'	90.30'	89.57'	N34°46'48"E	
C4	88°23'58"	95.00'	82.38'	146.57'	132.46'	S03°11'59"W	
C5	32°52'12"	130.00'	36.35'	74.58'	73.56'	S57°26'06"E	
C6	39°45'51"	225.00'	81.37'	156.15'	153.04'	N86°14'52"E	
C7	25°00'51"	190.00'	42.15'	82.95'	82.29'	S78°52'22"W	
C8	11°35'04"	180.00'	18.26'	36.39'	36.33'	S85°36'17"W	
C9	28°50'30"	275.00'	73.28'	143.23'	141.62'	S85°16'03"E	
C10	32°52'12"	170.00'	50.15'	97.53'	96.20'	S57°26'06"E	
C11	89°07'56"	135.00'	132.97'	210.01'	189.47'	S03°33'58"W	
C12	24°26'45"	230.00'	48.82'	98.13'	97.39'	N34°23'01"E	
C13	11°35'05"	154.99'	15.72'	31.34'	31.28'	S85°36'17"W	
C14	29°41'30"	300.00'	79.52'	155.46'	153.73'	S85°20'33"E	
C15	32°52'12"	195.00'	57.52'	111.87'	110.34'	S57°26'06"E	
C16	11°35'03"	130.00'	13.19'	26.28'	26.24'	S85°36'17"W	
C17	16°14'26"	325.00'	46.37'	92.12'	91.81'	N87°55'56"E	
C18	23°29'18"	250.00'	51.87'	102.48'	101.77'	N52°44'40"W	
C19	32°39'54"	117.50'	34.43'	68.99'	68.08'	N57°31'21"W	
C20	81°10'18"	85.00'	81.39'	134.59'	123.61'	S06°48'48"W	
C21	7°13'41"	85.00'	0.00'	11.98'	11.98'	S37°23'10"E	
C22	82°24'10"	135.00'	118.19'	194.16'	177.85'	S06°55'51"W	
C23	8°43'46"	135.00'	7.94'	15.88'	15.85'	S37°38'07"E	
C24	12°17'01"	230.00'	24.75'	49.31'	49.22'	N28°18'09"E	
C25	12°09'44"	230.00'	24.50'	48.82'	48.73'	N40°31'31"E	
C26	8°00'58"	112.50'	8.91'	11.81'	11.81'	S70°50'50"E	



*off* 4/21/11

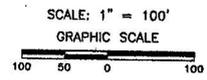
DATE OF SURVEY: 9/21/09  
 BEARING BASE: GRID AZIMUTH FOR TEXAS CENTRAL ZONE STATE PLANE COORDINATES (893/013 HARN, 8482) ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

PROJECT NO.: 562-005  
 DRAWING NO.: 562-005-PL1  
 PLOT DATE: 4/21/11  
 PLOT SCALE: 1" = 100'  
 DRAWN BY: JBE

**Chaparral**  
 Professional Land Surveying, Inc.  
 Surveying and Mapping

3500 McCall Lane  
 Austin, Texas 78744  
 512-443-1724

SHEET 02 OF 04





## **Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation**

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

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

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:** Consider and take appropriate action to approve the purchase of QuickBooks Pro 2012 for use by the Corporations.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116; Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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

## TRAVIS COUNTY HOUSING FINANCE CORPORATION

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DATE: December 20, 2011

TO: Board of Directors

FROM: Andrea Shields, Manager

SUBJECT: Approve Purchase of Quick Books 2012 for Corporations

I am requesting approval to purchase Intuit's QuickBooks Pro 2012 software for the Corporations' use. Travis County Housing Finance Corporation needs to upgrade to QuickBooks Pro 2012 because the version we are currently using is not fully compatible with Windows 7 Enterprise, the operating system that we will be migrating to by the end of December 2011. Additionally, the version we currently use will no longer be supported by Intuit, the manufacturer, as of January 1, 2012.

The Corporation's monthly and yearly financial reporting is done using QuickBooks and it is important that both employees are able to access the files from their respective computers, which is not possible now due to the system upgrades.

Intuit has offered TCHFC a 20% discount on the price of QuickBooks Pro 2012, making the total price \$376.96. This price includes a two-user download of QuickBooks Pro 2012 and an installation disc.

cc: Leroy Nellis, Acting County Executive, Planning and Budget

**Jeremy Broadhead - Here is the quote you requested**

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**From:** "Jesus, Rosemarie" <Rosemarie\_Jesus@intuit.com>  
**To:** <JEREMY.BROADHEAD@CO.TRAVIS.TX.US>  
**Date:** 12/8/2011 11:28 AM  
**Subject:** Here is the quote you requested  
**Attachments:** intuit\_logo\_color\_sm\_cropped\_150px.png; Intuit-skyblue-10px-Left.png; intuit-white-8px-circle.png; Intuit-skyblue-10px-Right.png; spacer.gif; intuit-skyblue-8px-circle.png; Intuit-Lkhaki-10x40px-Left.png; Intuit-Lkhaki-10x40px-Right.png; Intuit-Lkhaki-10px-Left.png; Intuit-Lkhaki-10px-Right.png

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ROSEMARIE DE JESUS  
 rosdeus@ph.daksh.com

**Prepared for:** JEREMY BROADHEAD ● TRAVIS COUNTY HOUSING FINANCE CORPORATION

**Date:** 12/9/2011 01:23:17 AM ● **Number:** SBL47217814 ● **Expires:** 1/8/2012

Product	Unit Price	Qty	List Price	Discount	Line Total
INTUIT QUICKBOOKS PRO 2012 2-USER DOWNLOAD (NO REINSTALL)	\$459.95	1	\$459.95	(\$91.99)	\$367.96
			<b>\$459.95</b>	<b>(\$91.99)</b>	<b>\$367.96</b>

**Notes**

Add \$9 for install disc  
 so \$376.96 total

Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$367.96</b>

**Billing Address**

**Shipping Address**

TRAVIS COUNTY  
HOUSING FINANCE  
CORPORATION  
314 W 11TH ST  
AUSTIN, TX 78701-  
2112

TRAVIS COUNTY  
HOUSING FINANCE  
CORPORATION  
314 W 11TH ST  
AUSTIN, TX 78701-  
2112

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**Terms**

- This quote is not a binding contract.
- Pricing and terms are subject to change at any time.
- Any license of Intuit software or purchase of Intuit services and support will be made pursuant to the terms and conditions of the Intuit software license and support agreements.

**Tax Exempt**

- Intuit must receive a copy of your certificate to ship without tax; otherwise the appropriate tax rate will apply to your order.
- Once the details of your order are finalized and we proceed with processing, you will receive an e-mail from our Tax Exempt verification partner, vAudit, within 1 to 2 business days with instructions to file your exemption certificate with us.
- The exemption certificate must be for the same state as the Ship To address on your order and be listed with your business name.

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Intuit respects the personal nature of email and this email is in response to your request for additional information.

[THREAD ID:1-1R33LEU]

**Thanks and regards,**

**Customer Experience is #1 priority**



**Rosemarie de Jesus**

**QB Product Specialist**

[Rosemarie\\_Jesus@intuit.com](mailto:Rosemarie_Jesus@intuit.com)

**520-901-3000 option 3 ext 83504**



## **Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation**

**Meeting Date:** December 20, 2011

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

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

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:** Consider and take appropriate action regarding Supplemental Indenture for Multifamily Housing Revenue Bonds (The Mountain Ranch Apartments Project) Series 1998.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116;  
Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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



**NAMAN HOWELL  
SMITH & LEE<sup>PLLC</sup>**  
ATTORNEYS AT LAW

*MEMORANDUM*

*from*

**William C. Blount**

(512) 479-0300

Fax (512) 474-1901

*E-mail: blount@namanhowell.com*

**TO:** Board of Directors of Travis County Housing Finance Corporation

**DATE:** December 13, 2011

**RE:** Request to approve transfer of Mountain Ranch Apartments

**Agenda Date:** December 20, 2011

We have received a request to approve a Supplemental Trust Indenture for the Corporation's Multifamily Housing Revenue Bonds (The Mountain Ranch Apartments Project) Series 1998. This request is related to the transfer of the apartments which was approved on November 29.

The Supplemental Indenture adds a debt service reserve fund of \$200,000 which the purchaser of the apartments is establishing as additional collateral for the bonds. The supplemental indenture will be approved by the sole bondholder as well.

I recommend approval of the supplemental indenture.

Please give me a call if you have any questions regarding this matter before Tuesday.

**cc:** Andrea Shields, w/o attachments  
Ladd Patillo, w/o attachments

RESOLUTION AUTHORIZING A SUPPLEMENTAL INDENTURE AND APPROVING THE FORM AND SUBSTANCE OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, Travis County Housing Finance Corporation ("TCHFC") is organized pursuant to the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended (the "Act");

WHEREAS, TCHFC and Bank One, Texas, N.A., entered into an Indenture dated December 1, 1998, (the "Indenture") to secure the \$9,128,000 in original aggregate principal amount of Multifamily Housing Revenue Bonds (The Mountain Ranch Apartments Project) Series 1998 (the "Bonds") the net proceeds of which were loaned to the Developer to finance the multifamily residential rental development located in Travis County, Texas, (the "Project") pursuant to a loan agreement dated as of December 1, 1998, between TCHFC and the Developer;

WHEREAS, Collier Ranch Limited Partnership (the "Current Developer") and the Post Investment Group, LLC (the "New Developer") have entered into an agreement pursuant to which the New Developer is to acquire from the Current Developer the ownership of the Project, and in furtherance thereof, the New Developer desires to assume the obligations and liabilities of the Current Developer;

WHEREAS, the New Developer desires to create and fund a debt service reserve fund under the Indenture to additionally secure the Bonds;

WHEREAS, under the terms of the Indenture, TCHFC and the Trustee may enter into supplemental indentures from time to time to, among other purposes, subject to the lien of the Indenture additional revenues, properties, and collateral, without consent of the owners of the Bonds;

WHEREAS, the Board of Directors of TCHFC has determined it to be in the best interest of the Corporation to authorize, approve and enter into the First Supplemental Indenture (the "Supplemental Indenture") presented to the Board at this meeting;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TCHFC THAT:

Section 1. - Approval of Form of Supplemental Indenture. The form and substance of the Supplemental Indenture are hereby approved and the officers of the Corporation are each hereby authorized to execute and deliver the Supplemental Indenture

Section 2. - Execution and Delivery of Other Documents. That the officers of the Issuer are each hereby authorized to execute, attest and affix the Issuer's seal to such agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 3. - Power to Revise Form of Documents. That, notwithstanding any other provision of this Resolution, the officers of the Issuer are each hereby authorized to make or approve such revisions in

the form of the documents hereby approved as, in the opinion of counsel to the Issuer, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution; approval of such changes by the Issuer shall be indicated by such officers' execution of the documents.

Section 4. - Incorporation of Preamble. That the recitals in the preamble of this Resolution are true, correct and complete and that each and all of such recitals and the findings therein are hereby incorporated by reference to the same extent as if set forth herein.

Section 5. - Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

**CERTIFICATION**

The above resolution, adopted by the Board of Directors of the Travis County Housing Finance Corporation at a meeting held on the 20th day of December, 2011, is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of such Corporation.

WITNESS my hand and seal of office this 20th day of December, 2011.

\_\_\_\_\_  
Margaret Gomez, Secretary

## FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE, dated as of December 1, 2011, between Travis County Housing Finance Corporation, a public nonprofit housing finance corporation organized and existing under the laws of the State of Texas (the "Issuer"), and The Bank of New York Mellon Trust Company, N.A., successor to Bank One, Texas, N.A., as trustee (the "Trustee"):

### WITNESSETH:

WHEREAS, the Issuer and Bank One, Texas, N.A., entered into an Indenture dated December 1, 1998, (the "Indenture") to secure the \$9,128,000 in original aggregate principal amount of Multifamily Housing Revenue Bonds (The Mountain Ranch Apartments Project) Series 1998 (the "Bonds") the net proceeds of which were loaned to the Developer to finance the multifamily residential rental development located in Austin, Travis County, Texas, (the "Project") pursuant to a loan agreement dated as of December 1, 1998, between the Issuer and the Developer;

WHEREAS, Collier Ranch Limited Partnership (the "Current Developer") and the Post Investment Group, LLC (the "New Developer") have entered into an agreement pursuant to which the New Developer is to acquire from the Current Developer the ownership of the Project, and in furtherance thereof, the New Developer desires to assume the obligations and liabilities of the Current Developer;

WHEREAS; the New Developer desires to create and fund a debt service reserve fund under the Indenture to additionally secure the Bonds;

WHEREAS, under the terms of the Indenture, the Issuer and the Trustee may enter into supplemental indentures from time to time to, among other purposes, subject to the lien of the Indenture additional revenues, properties, and collateral, without consent of the owners of the Bonds;

NOW, THEREFORE, in consideration of the premises and the mutual promises representations and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree to amend the Indenture as follows:

Section 1.     Establishment of Reserve Fund. In addition to the funds created under Section 6.1(a) of the Indenture, the Debt Service Reserve Fund is hereby created and established by amending Section 6.1(a) to include at the end of such subsection "; and (vi) the Debt Service Reserve Fund."

Section 2.     Debt Service Reserve Fund. In addition to the other fund provisions of Article VI of the Indenture, the Debt Service Reserve Fund provision below is hereby agreed

upon by the parties and the Indenture is amended by adding the following section at the end of Article VI:

“Section 6.13 Debt Service Reserve Fund.

(a) On the date of the closing of the acquisition of the Project, the New Developer shall deposit in the Debt Service Reserve Fund an amount equal to \$200,000.00. The amount of any withdrawal for the purpose of subsection (b) below shall be restored by the New Developer in no more than six substantially equal, consecutive, monthly installments, each payable on the last Business Day of the month, commencing with the month in which the withdrawal is made. In addition, if the fair market value of the investments in the Debt Service Reserve Fund is less than \$200,000.00 on any Interest Payment Date, the difference between \$200,000.00 and the fair market value of the Debt Service Reserve Fund shall be restored by the New Developer in no more than six equal, consecutive, monthly installments, each payable on the last Business Day of the month, commencing with the month in which the valuation revealing the deficiency is made.

(b) Money on deposit in the Debt Service Reserve Fund shall be applied as follows:

(i) On the date of each required payment from the Revenue Fund, moneys in the Debt Service Reserve Fund shall be applied to cure any deficiency in the Revenue Fund;

(ii) Upon delivery of a certificate of an Authorized Representative of the Developer delivered to the Trustee, any amount in the Debt Service Reserve Fund in excess of \$200,000.00 on any valuation date shall be (A) transferred to the Revenue Fund and credited against the payments next becoming due on the Bonds or (B) applied as may be specified in such certificate if the certificate is accompanied by an opinion of Bond Counsel to the effect that such application will not cause interest on the Bonds to be includable in gross income for federal income tax purposes.”

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed by their respective representatives, all as of the day and year first written above.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THIS DOCUMENT PREPARED BY AND  
TO BE RETURNED TO:

Cliff Blount, Esq.  
Naman Howell Smith & Lee, P.L.L.C.  
8310 N. Capital of Texas Highway, Suite 490  
Austin, Texas 78731-1081

### **ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assumption") is made and entered into as of the \_\_\_\_ day of December, 2011, by and among **TRAVIS COUNTY HOUSING FINANCE CORPORATION** (the "Issuer"), **COLLIER RANCH LIMITED PARTNERSHIP**, a Texas limited partnership (the "Current Developer"), and **POST MOUNTAIN RANCH, LLC**, a Delaware limited liability company (the "New Developer").

#### **WITNESSETH:**

**WHEREAS**, the Issuer issued \$9,128,000 in original aggregate principal amount of Multifamily Housing Revenue Bonds (The Mountain Ranch Apartments Project) Series 1998 (the "Bonds") pursuant to a Trust Indenture, dated as of December 1, 1998 (the "Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A., successor to Bank One, Texas, N.A., as trustee (the "Trustee") and loaned (the "Loan") the net proceeds of the sale of the Bonds to the Current Developer, pursuant to a Loan Agreement dated as of December 1, 1998, between the Issuer and the Current Developer (the "Loan Agreement"), which net Bond proceeds were used to finance a multifamily residential rental development located in Austin, Travis County, Texas, commonly known as Mountain Ranch Apartments, on the land described on Exhibit "A" attached hereto and by this reference expressly incorporated herein (the "Project"); and

**WHEREAS**, the Current Developer entered into a Regulatory and Land Use Restriction Agreement, dated as of December 1, 1998, with the Issuer and the Trustee (the "LURA"), which imposes certain restrictive covenants upon the Project in order to abide by certain requirements of the Issuer and to preserve the tax-exempt status of the interest payable on the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, to secure repayment of the Loan, the Current Developer executed a Promissory Note dated December 1, 1998, payable to the Issuer, in the original principal amount of \$9,128,000 (the "Note"), and the Current Developer executed and delivered a Deed of Trust, Security Agreement, Assignment of Rents, and Financing Statement (the "First Mortgage") dated as of December 1, 1998 as recorded in the Official Public Records of Travis County, Texas in Volume 13336, Page 808 on December 23, 1998, with respect to the Bonds; and

**WHEREAS**, the Loan Agreement, the LURA, the Note and the First Mortgage as described above, together with any other security, loan and financing documents, agreements, instruments and certificates more particularly described on Exhibit "B" attached hereto and

incorporated herein by reference which evidence, secure or otherwise relate to the Bonds or the Project are herein referred to, collectively, as the "Bond Documents"; and

**WHEREAS**, the Current Developer and the New Developer have entered into an agreement pursuant to which the New Developer is to acquire from the Current Developer the ownership of the Project, and in furtherance thereof, the New Developer desires to assume the obligations and liabilities of the Current Developer (as more fully set forth herein) under the Bond Documents; and

**WHEREAS**, the Issuer has agreed to consent to the New Developer succeeding to the Current Developer's rights and obligations under the Bond Documents and has agreed to release the Current Developer from all obligations under the Bond Documents (subject to certain indemnities with respect thereto under this Assumption), subject to the New Developer's assumption of all obligations of the Current Developer under the Bond Documents pursuant to the terms and provisions of this Assumption.

**NOW, THEREFORE**, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the promises and of the mutual covenants contained herein, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Definitions.** Any other capitalized term used in this Assumption not defined herein shall have the meaning ascribed to such term in the Bond Documents.
3. **Agreement to Transfer.** The Current Developer has agreed to transfer the Project pursuant to the terms of that certain Earnest Money Contract, dated as of October 26, 2011 (the "Purchase Agreement"), between the Current Developer and the New Developer, subject to the restrictions and limitations of the LURA, as well as the covenants, conditions, terms and obligations contained in the other Bond Documents.
4. **Assignment of Rights of Current Developer.** The Current Developer hereby grants, bargains, conveys, assigns and sets over unto the New Developer, its successors and assigns, all of the Current Developer's title, rights and benefits in, to and under the Bond Documents, without recourse, representation or warranty, express or implied, except as may be set forth in the Purchase Agreement.
5. **Assumption of Obligations and Release of Current Developer.**
  - (a) Assumption of Obligations. The New Developer does hereby accept the foregoing assignment and does hereby expressly assume and agree to assume, keep, perform and discharge when due, all covenants, obligations and liabilities of the Current Developer under the Bond Documents, including all obligations of the Current Developer under the Bond Documents prior to the date hereof, and all payments of principal, premium, if any, interest, fees (including without

limitation those payable to the Issuer and Trustee), costs and expenses, whether due or past due, and all other sums secured by or relating to the Bond Documents.

(b) Release of Current Developer. Upon the execution and delivery of this Assumption by the Issuer and the acknowledgment and consent of this Assumption by the Trustee, the Issuer and the Trustee (collectively, the "Releasing Parties"), each hereby releases the Current Developer from any and all of its obligations in favor of the Issuer and the Trustee under the Bond Documents, except for any obligations of the Current Developer relating to facts or circumstances arising prior to the date hereof under the Bond Documents or any obligations or liabilities of the Current Developer arising after the date hereof that resulted in whole or substantial part from any action or inaction of the Current Developer prior to the date hereof which constituted a breach by the Current Developer of its obligations under the Bond Documents, whether or not the effects of the damage of such acts or omissions are apparent or ascertainable on the date hereof. By execution of this Assumption or the acknowledgement and consent hereto, as the case may be, each of the Releasing Parties acknowledges that it has no pending, and to their knowledge, threatened claims against the Current Developer under the Bond Documents. By their execution of this Assumption or the acknowledgment and consent hereto, each of the Releasing Parties acknowledges and confirms that, as of the date hereof, to their respective actual knowledge (without any duty to investigate), (i) there exists no event of default under the Bond Documents, (ii) there exists no event which would give rise to an indemnification obligation by the Current Developer, (iii) there is no event that, with giving of notice, the passage of time, or both, would constitute an event of default or give rise to such an indemnification obligation, and (iv) there are no amounts past due or payable by the Current Developer to such party under any of the Bond Documents.

**6. Representations and Warranties by New Developer.** The New Developer hereby affirms, represents and warrants that:

(a) The New Developer is a limited liability company validly organized and existing and in good standing under the laws of the State of Delaware and qualified to do business in the State of Texas and has full power and authority to purchase the Project, to enter into this Assumption and to execute, deliver and perform its obligations hereunder and under the Bond Documents;

(b) The Bond Documents shall constitute valid and binding agreements, enforceable against the New Developer in accordance with their terms;

(c) The New Developer has received no notice from the Current Developer of any uncured default or event of default under the Bond Documents or that any event has occurred which, with the giving of notice, the passage of time, or both, would become a default or event of default under the Bond Documents;

(d) The execution, delivery and performance of this Assumption and the performance by the New Developer of its obligations under the Bond Documents

assumed hereby: (i) have been duly authorized on behalf of the New Developer by all necessary action; (ii) do not and will not contravene any federal, state or local law, statute, ordinance, rule or regulation, or any judgment, decree or order of any federal, state or local court of competent jurisdiction or governmental body or agency by which the New Developer or its properties and assets, including the Project, are bound; (iii) do not and will not violate or result in a default under any agreement, contract, indenture, mortgage, deed of trust, security agreement or other instrument to which the New Developer is a party or by which its properties and assets, including the Project, are bound; (iv) do not and will not result in the creation or imposition of (or the obligation to create or impose) any lien, charge, security interest or encumbrance upon any properties or assets of the New Developer, including the Project, except as set forth in the Bond Documents; and (v) do not and will not violate the New Developer's organizational documents;

(e) There are no judgments outstanding against the New Developer, and there are no actions, suits, proceedings, inquiries or investigations, at law or in equity, or before or by any court, administrative agency, department or public body or arbitration panel, pending or, to the best knowledge of the New Developer, threatened against or affecting the New Developer, or, to the best knowledge of the New Developer, its assets and properties, including, but not limited to, the Project, nor, to the best knowledge of the New Developer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would, in any way, adversely affect the New Developer's ability to comply with the Bond Documents or adversely affect the operation of the Project or any part thereof, which might result in any material adverse change in the business, operations, properties, assets, liabilities or condition (financial or otherwise) of the New Developer;

(f) To the best of the New Developer's knowledge, the New Developer is not in default in any material respect under any contract, mortgage, deed of trust, lease, loan or credit agreement, limited liability company or partnership agreement or other instrument to which the New Developer is a party or, to the best knowledge of the New Developer, by which it or its properties and assets, including, but not limited to, the Project, are bound; and

(g) To the best of the New Developer's knowledge, the Project is in compliance with all applicable laws and ordinances and rules and regulations of governmental bodies and agencies thereunder, and the New Developer is in compliance with all orders and judgments of any court or governmental body or agency of competent jurisdiction affecting the existence, power and authority of the New Developer and its operation and use of the Project.

The representations and warranties made by the New Developer in this Assumption, or pursuant hereto, shall survive the execution hereof.

**7. Representations and Warranties by Current Developer.** The Current Developer hereby affirms, represents and warrants that:

(a) To the best of Current Developer's actual knowledge, there are no facts or circumstances which, with the giving of notice or passage of time, or both, would constitute a violation of or default under any of its material obligations under the Bond Documents as of the date hereof;

(b) Exhibit "B" contains a true, correct and complete list of all documents that are currently in effect between the Current Developer and the Issuer or the Trustee relating to the Project;

(c) There has been no amendment to or other modification of the Indenture or the Bond Documents, other than as described in Exhibit "B"; and

(d) The execution, delivery and performance of this Assumption by the Current Developer, the performance by the Current Developer of its obligations under this Assumption, and the sale of the Project by the Current Developer to the New Developer: (i) have been duly authorized on behalf of the Current Developer by all necessary action; (ii) do not and will not contravene any federal, state or local law, statute, ordinance, rule or regulation, or any judgment, decree or order of any federal, state or local court of competent jurisdiction or governmental body or agency by which the Current Developer or its properties and assets, including the Project, are bound; (iii) do not and will not violate or result in a default under any agreement, contract, indenture, mortgage, deed of trust, security agreement or other instrument to which the Current Developer is a party or by which its properties and assets, including the Project, are bound; (iv) do not and will not result in the creation or imposition of (or the obligation to create or impose) any lien, charge, security interest or encumbrance upon any properties or assets of the Current Developer, including the Project; and (v) do not and will not violate the Current Developer's organizational documents.

The representations and warranties made by the Current Developer in this Assumption, or pursuant hereto, shall survive the execution hereof.

**8. Maintenance of Project.** The New Developer agrees to keep the buildings, parking areas, roads and walkways, recreational facilities, landscaping and all other improvements of any kind now or hereafter erected as part of the Project, in good condition and repair (normal wear and tear excepted), will not commit or suffer any waste and will not do or suffer to be done anything which would or could increase the risk of fire or other hazard to the Project or any part thereof.

The New Developer agrees to operate the Project so that it conforms in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project, including, but not limited to, the Americans with Disabilities of Act of 1990.

**9. No Novation.** It is the intent of the parties that this Assumption shall *not* constitute a novation. This Assumption is not a modification of the Bond Documents and all of the Bond Documents shall remain in full force and effect except that references in

any of said documents to "Company," "Maker," "Mortgagor," "Borrower," "Developer," or "Debtor" shall be deemed to be references to the New Developer.

10. **Payment of Fees.** The New Developer and the Current Developer hereby agree to pay all fees, costs and expenses incurred by the Issuer, the Majority Owner and the Trustee (including, but not limited to, reasonable attorneys' fees, financial advisory fees and credit underwriting fees) in connection with the preparation and delivery of this Assumption and any other documents executed simultaneously herewith.

11. **Consents of the Issuer and the Trustee.** The Issuer, and the Trustee (at the direction of the Majority Owner), hereby consent to the acquisition of the Project by the New Developer, the assignment to the New Developer of the Current Developer's rights and benefits under the Bond Documents, and the assumption by the New Developer of the Current Developer's obligations under the Bond Documents, in accordance with the terms hereof. This consent shall not constitute a waiver of or course of dealing with respect to any requirements set forth in the Bond Documents concerning the operation of the Project or subsequent transfers or mortgages of the Project.

12. **Consent of Majority Owner.** Freddie Mac, in its capacity as registered owner of 100% of the Bonds, hereby consents to the sale of the Project to the New Developer and consents to the assumption by the New Developer of all the obligations of the Current Developer under the Bond Documents. This consent shall not constitute a waiver of or course of dealing with respect to any requirements set forth in the Bond Documents concerning the operation of the Project or subsequent transfers or mortgages of the Project.

13. **Severability.** If any provision of this Assumption shall be held to be invalid, illegal or unenforceable, such provision shall be deemed to be omitted from this Assumption and the validity, legality and enforceability of the remaining portions hereof shall in no way be affected or impaired by such holding, but such holding shall affect the validity, legality or unenforceability of such provision under other, dissimilar facts or circumstances.

14. **Notices.** Any notices to be given to the Current Developer may be given to the New Developer at the following address:

To the New Developer:           Post Investment Group, LLC  
8205 Santa Monica Blvd., Suite #1-298  
Los Angeles, CA 90046  
Attention: Jason Post  
Telephone: (310) 625-9292  
Facsimile: (310) 861-8983

With a copy to:                Claudia L. Crocker  
2301 S. Capital of Texas Highway, Building J-120  
Austin, Texas 78746

Telephone: (512) 327-4222  
Facsimile: (512) 327-8846

To the Current Developer: Collier Ranch Limited Partnership  
c/o The Related Companies, L.P.  
60 Columbus Circle, 20th Floor  
New York, New York 10023-5800  
Attention: Stephen Young  
Telephone: (212) 801-1006  
Facsimile: (212) 801-1062

With a copy to: Locke Lord LLP  
2200 Ross Avenue, Suite 2200  
Dallas, TX 75201  
Attention: Michael Petersilia, Esq.  
Telephone: (214) 740-8690  
Facsimile: (214) 756-8690

**15. Miscellaneous.**

(a) Paragraph headings used herein are for convenience only and shall not be construed as controlling the scope of any provision hereof.

(b) This Assumption shall be governed by and construed in accordance with the laws of the State of Texas.

(c) As used herein, the neuter gender shall include the masculine and feminine genders, and vice versa, and the singular shall include the plural, and vice versa, as the context demands.

(d) This Assumption shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns; provided, however, nothing contained herein shall authorize the New Developer to assign its interest in the Project or the Bond Documents except in strict accordance with the provisions of the Bond Documents.

(e) Except as expressly modified herein, the Bond Documents shall remain in full force and effect.

**16. Multiple Counterparts.** This Assumption may be executed in one or more counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

**17. Acknowledgement of Remedies.** New Developer consents and agrees that the Trustee for the benefit of the Majority Owner, or its successors or assigns, shall

be entitled to exercise any remedy against it or to take any action with respect to the Project as set forth in the Bond Documents as if the New Developer were the developer or borrower therein, regardless of the capacity or designation utilized to refer to the developer or borrower therein, for any breaches or defaults under the Bond Documents on or after the date hereof.

18. **Indemnification.** New Developer agrees to indemnify and hold the Issuer, Trustee and Majority Owner, and their respective members, directors, agents and employees harmless from and against all actions, costs, damages, expenses, liabilities or losses of any kind (including reasonable attorneys' fees incurred in connection with the investigation, settlement, litigation or appeal or otherwise incurred in connection therewith) suffered by the Issuer, Trustee or Majority Owner, or their respective members, directors, agents or employees, as a result of any claim or threatened claim made by any third party resulting from New Developer's execution of this Assumption or its purchase and ownership of the Project from Current Developer.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the Issuer has caused this Assumption to be signed in its name by its President; the Current Developer has caused this Assumption to be signed in its name by one of its authorized officers; and the New Developer has caused this Assumption to be signed in its name by one of its authorized officers, all as of the time, day and year first above written.

“ISSUER”

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: \_\_\_\_\_  
Name: Samuel T. Biscoe  
Title: President

STATE OF TEXAS            )  
  )SS:  
COUNTY OF TRAVIS        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2011, by Samuel T. Biscoe, President of the Travis County Housing Finance Corporation, and a public nonprofit housing finance corporation existing under the laws of the State of Texas on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires \_\_\_\_\_

(seal)

*[Signature continued on the following page]*

“NEW DEVELOPER”

POST MOUNTAIN RANCH, LLC, a  
Delaware limited liability company

By: Post Mountain Ranch MM, LLC,  
its Managing Member

By: \_\_\_\_\_  
Jason Post, Manager

STATE OF CALIFORNIA     )  
  ) SS:  
COUNTY OF LOS ANGELES )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Jason Post, the Manager of POST MOUNTAIN RANCH MM, LLC, a Delaware limited liability company, the Managing Member of Post Mountain Ranch, LLC, a Delaware limited liability company, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(seal)

*[Signatures continued on the following page]*

“CURRENT DEVELOPER”

COLLIER RANCH LIMITED PARTNERSHIP,  
a Texas limited partnership

By: COLLIER RANCH GP, LLC, a Texas  
limited liability company, its general partner

By: \_\_\_\_\_  
Name: Stephen F. Young  
Title: Vice President

STATE OF NEW YORK    )  
                                  )SS:  
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Stephen F. Young, who is Vice President of COLLIER RANCH GP, LLC, a Texas limited liability company, the general partner of COLLIER RANCH LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of New York  
My commission expires \_\_\_\_\_

(seal)

*[Signatures continued on the following page]*

ACKNOWLEDGEMENT AND CONSENT OF TRUSTEE

The undersigned hereby acknowledges the execution and delivery of the Assignment and Assumption Agreement dated as of the \_\_\_ day of \_\_\_\_\_, 2011, by and among the Issuer, the Current Developer and the New Developer, and, at the direction of the Majority Owner, does hereby consent to the execution and delivery thereof and the transfer of the ownership of the Project to the New Developer.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS            )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, as Vice President of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, on behalf of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

(seal)



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT "B"**

**BOND DOCUMENTS**

(as defined in the body of the Assumption, unless otherwise defined below)

1. LURA
2. Loan Agreement
3. Note
4. First Mortgage
5. Assignment of Leases, Rents and Other Income dated as of December 1, 1998 from the Current Developer to the Trustee
6. Environmental Indemnity Agreement dated as of December 1, 1998 among Current Developer and others for the benefit of the Trustee