



Item 1

Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

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

AB

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

Sponsoring Court Member: Commissioner 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 1471 and 1472 of Apache Shores, Section Three Amended – 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 1471 and 1472 of Apache Shores Section Three Amended. The PUEs are dedicated per plat note. The subject lots front on Indian Creek Trail, a street maintained by Travis County.

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

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the property owners request the vacation of the easements for the purpose of building a home centered over the subject lots' common lot line. Vacating the subject easements will allow the property owners to move forward with their plans without encroaching on said easements.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps

1101 - Development Services - Apache Shores, Section Three Amended

Item 2

Travis County Commissioners Court Agenda Request



Meeting Date: December 18, 2012

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

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

AB

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

Sponsoring Court Member: Commissioner 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 43 and 44 of Cardinal Hills Estates Unit 14 – 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 43 and 44 of Cardinal Hills Estates Unit 14. The PUEs are dedicated per plat note. The subject lots front on RR 620, a highway maintained by the State of Texas.

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

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the property owner constructed a building directly over the subject easements. Vacating the subject easements will allow the property owner to clear up some title and encroachment issues.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps

1101 - Development Services - Cardinal Hills Estates Unit 14



Item 4

Travis County Commissioners Court Agenda Request

Meeting Date: 12/18/12

Prepared By/Phone Number: Donald W. Ward Phone #: -8549317

Division Director/Manager: Donald W. Ward

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

Sponsoring Court Member: County Judge Sam Biscoe

AGENDA LANGUAGE: Consider and take appropriate action to approve a resolution recognizing Howard F. Herrin, Jr. on his retirement from Travis County TNR, Road Maintenance Division.

BACKGROUND/SUMMARY OF REQUEST:

Attached Resolution.

STAFF RECOMMENDATIONS:

Recommend approval.

ISSUES AND OPPORTUNITIES:

none

FISCAL IMPACT AND SOURCE OF FUNDING:

none

ATTACHMENTS/EXHIBITS:

Resolution for Howard F. Herrin, Jr.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Donna Holt	Human Resources	TNR	854-9417

CC:



WHEREAS, Howard F. Herrin Jr. is recognized among his peers, subordinates, superlatives, constituents, elected officials and anyone that was able to listen to him for more than five minutes, for his dedication to duty, his conscientious effort to completing any type of task that was requested, his response in any type of emergency and his exemplary extension and prolific use of the English language; and

WHEREAS, he served his country proudly as a member of the armed forces while in the Navy, where he first earned the title "Commander", that is still used as his moniker by numerous representatives to the EOC and On-Call staff of TNR;

WHEREAS, his middle initial, unbeknownst to many stands for Football, as in "Howie Football" as he was well known for in high school and college, unfortunately that was prior to the Heisman trophy era and when leather helmets were in vogue; and

WHEREAS, he is a connoisseur of fine steaks, albeit he is usually purchasing those high end cuts of bovine for others after losing a wager that had been wrongly placed on some other local bovine mascot of the local institution of higher learning; and

WHEREAS, he has worked tirelessly on numerous committees within Travis County to the betterment of employees, retirees and vehicle users throughout Travis County and to his credit Travis County owes a debt of gratitude because it is a better working environment for his efforts and now the committee meetings will be several hours shorter, and

WHEREAS, he is a dedicated Master Mason belonging to the local Norton Moses Lodge in Leander where he recently served as the Master of the Lodge, and he has committed his time and efforts to assisting in numerous local events that benefit many children by raising funds for college scholarships through masonic events, thank you Brother Herrin; and

WHEREAS, he is a dedicated father, grandfather and who knows maybe great grandfather, for he has opened his heart and home to raising numerous children and grandchildren for a long, long time; and

WHEREAS, he is a dedicated husband and lifelong partner to his wife Jane (and how she has put up with him all these years we will never know) and they have shared many a year of wedded bliss; and

WHEREAS, for approximately 23 years and 5 months Howard has contributed his knowledge and skills to the betterment of the roadway system of Travis County and all who travel these roadways can thank him for his contribution; and

THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court of the great state of Texas gratefully recognizes the outstanding contributions of Howard F. Herrin, Jr. for his years of superior service to Travis County and extend to him best wishes for Godspeed and success in all of this future endeavors.

Entered this 18th day of December, 2012.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct.2

Karen Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct.4

Item 5

DRAFT

WHEREAS, On this day, Travis County would like to recognize the outstanding work of the 2012 Tax Assessor-Collector and Voter Registrar, Tina Morton; and

WHEREAS, On January 1, 2012, Tina assumed her position as Tax-Assessor Collector and Voter Registrar, bravely facing new challenges, and things were never to be the same; and

WHEREAS, Her dedication to fair and equal treatment of all citizens of Travis County exemplifies the mission of the tax office to carry out its responsibilities while providing consistently outstanding customer service through a process of continuous evaluation and improvement of the ways in which we conduct business; and

WHEREAS, Through her professionalism and commitment, Tina led a team of professionals to adopt policies that enhance the Tax Office and continue the model of excellence that it has become; and

WHEREAS, She was instrumental in providing a secure work environment through the collaboration efforts of the Airport Security Committee to ensure the safety of employees, citizens, and public funds; and

WHEREAS, Tina was able to facilitate partnerships within the community to provide information to the public and education to the profession; and

WHEREAS, During her career, Tina has earned the designations of Registered Texas Assessor-Collector and Certified Tax Administrator and has served as member of the TACA, TAAO, IAAO, and Election Center; and

WHEREAS, Tina Morton has served the Travis County Tax Office since 1985 and will continue to serve in 2013 as Chief Deputy;

THEREFORE, THE TRAVIS COUNTY COMMISSIONERS COURT EXTENDS SINCERE GRATITUDE TO TINA FOR HER YEARS OF SERVICE AND COMMITMENT TO TAX OFFICE EMPLOYEES AND TRAVIS COUNTY RESIDENTS.

SIGNED AND ENTERED ON THIS _____ DAY OF DECEMBER 2012.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner Pct. 1

SARAH ECKHARDT
Commissioner Pct. 2

KAREN HUBER
County Commissioner Pct. 3

MARGARET J. GÓMEZ
County Commissioner Pct. 4

Item 6



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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:

Approve Resolution Recognizing Janell Marcy for Her Many Years of Service to Travis County and Its Residents.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see proposed resolution attached.

STAFF RECOMMENDATIONS:

Staff recommends approval of this resolution.

ISSUES AND OPPORTUNITIES:

Please see proposed resolution attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approving this request will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Travis County Commissioners Court



Resolution

WHEREAS, since her hiring as a Program Specialist in 1987 as a member of the first team to staff the County's West Rural Community Center at Oak Hill and throughout her twenty-five year career, Janell Marcy has served the residents of Travis County;

WHEREAS, upon the opening of North West Rural Community Center in Jonestown in 1989, Janell served as one of the first two Caseworkers determining eligibility for the Medical Assistance Program and Emergency Assistance clients and also had the privilege of serving residents at the County's North Rural Community Center in Pflugerville;

WHEREAS, as a result of her hard work and dedication, she was promoted to supervisor of the West Rural Community Center in 1992 and aided in the planning and design of the County building that was to be the new home for the Oak Hill Community Center;

WHEREAS, Janell's work ethic, integrity, zeal, and outstanding leadership are well known and appreciated by those whose lives she has touched and her active role with local community organizations, churches and schools are a testament to her commitment to her profession as a Licensed Social Worker and serve as an example for her coworkers to follow;

WHEREAS, her accomplishments are shared with her family – son Josh, daughter Megan, and in loving memory of her husband Michael, all of who created a tradition of volunteering for many of the special Christmas and children's programs at the Center over the years;

WHEREAS, as a longtime member of the American Federation of State, County and Municipal Employees, Local 1624, Janell also proudly served as a member of the Partnership Council representing the interests of her peers and colleagues; and

WHEREAS, it is appropriate that we take this opportunity to honor Janell Marcy on the occasion of her retirement and know that her contributions will remain a part of Travis County for years to come.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY EXTEND SPECIAL THANKS TO JANELL MARCY FOR HER YEARS OF DEDICATED SERVICE TO TRAVIS COUNTY AND ITS RESIDENTS AND EXTEND BEST WISHES TO HER IN ALL FUTURE ENDEAVORS.

SIGNED AND ENTERED THIS _____ DAY OF DECEMBER 2012.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

Item 8



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action on agreement between Travis County and ACS Dataline, LP d/b/a Black Box Network Services to terminate contract for Cabling Installation 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.

On November 13, 2012, the Commissioner's Court approved a contract with Black Box Network Services for Cabling Installation Services, Time and Materials.

After the contract award, the contractor realized they misinterpreted the bid requirements and as a result they have requested to withdraw their contract award. Purchasing is working to ensure another contract is in place as soon as possible.



December 11, 2012

**To: Travis County - Bonnie Floyd
Scott Wilson**

Reference: Black Box – Travis County Cabling Services Agreement

Thank you for your email and for explaining the County processes.

We submitted our bid via BidSync based on Hourly Labor Rates for Data Copper Installation, Hourly Labor Rates for Fiber Installation within Building and Hourly Labor Rates for CATV Installation within Building. It was our understanding, or interpretation of the bid, that we would be able to charge a Fair and Reasonable Market Value pass through to County for the cost of materials based on the verbiage stated in Item 6 of Part II – Special Provisions. Our understanding of a Fair Market Value Rate is somewhere between full retail list price (or MSRP) and cost of the products. Based on the wholesale material pricing Black Box has received for the County, a 15% mark-up on the required materials is well below the full market retail list price (or MSRP) for these products.

During our initial meetings it was identified that some cabling request may require, trenching, boring, installation of power/telephone poles, etc. that will require a special trade subcontractor to perform these services. We understand that we can hire a County pre-approved contractor that specializes in this trade. However, these tasks can be very costly, time consuming and have very few actual on-site cabling labor hours associated with these task. For us to be expected to pass these charges through to the County at our cost, without the allowance of a Fair Market Value Project Management Fee, is cost prohibitive. Also, the Lot Description for Hourly Labor Rate for Fiber Optics and CATV Installation are within Building, so we are not sure what labor rates would be applicable.

We hope you can understand our interpretation of these bid specifications and we truly thought a fair and reasonable fair market value material pass through to the County would be allowable. If the intent of this bid was to provide the County with the materials at our cost, then we misunderstood the bid requirements and respectfully ask to withdraw our contract award.

We are sorry for the misunderstanding of the intent of the solicitation and apologize for any inconvenience this may have caused the County.

Respectfully,

A handwritten signature in black ink that reads "Bob Cotton".

**Bob Cotton - Sr. Account Manager
Black Box Network Services
Austin, TX
Office - 512.719.6619**

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



DATE: December 12, 2012
TO: Cyd V. Grimes, C.P.M - Travis County Purchasing Agent
FROM: Walter LaGrone, Interim Chief Information Officer 
SUBJ: Terminate Contract with Black Box Network for Cabling Installation Services

ITS Recommendation:

Terminate contract for Installation Services with ACS Dataline, dba, Black Box Network Services.

Summary and Staff Analysis:

In the past every three years, Travis County issues and awards a contract for cabling installation services to meet the cabling needs of the County. This contract is utilized for routine adds/moves/changes as well as cabling infrastructure projects.

Subsequent to Travis County awarding the contract for cabling services to Black Box Network Services, Travis County and the vendor had a conflict over the interpretation of "Fair Market Value." Black Box felt they would be able to charge a "markup" of the products they purchase from their suppliers and or subcontractors. Travis County's intent was that Fair Market Value be just a pass through. The vendors preferred solution was to renegotiate the contract. Further discussions between the Purchasing Office and Black Box could not settle the dispute and both parties have agreed to a withdrawal of the contract award. ITS concurs with this course of action.

Issues and Opportunities:

Travis County ITS provides cabling services to county departments for office moves and space renovations. Since the end of the previous cabling contract, ITS has over 20 cabling jobs that need to be addressed. Cabling services include voice, data and cable TV signals running on coaxial, copper and fiber optic cabling. Termination of the contract will allow Travis County to pursue other vendor options.

Background:

On November 6, 2012 ITS recommended to the Purchasing Office to award Bid- #1209-002-SW, Cabling Installation Services to ACS Dataline, dba, Black Box Network Services.

There were three bidders: BryComm, Black Box Network Services, and Titus Systems. All respondents provided bids for equivalent equipment and technical support. Bids presented were as follows:

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

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

Budgetary and Fiscal Impact:

N/A

Required Authorizations:

Legal:	Tenley Aldredge, County Attorney's Office
Purchasing:	Bonnie Floyd, Scott Wilson, Purchasing Office
Budget:	Leslie Browder, County Executive for Planning and Budget, Katie Petersen, Planning and Budget
ITS:	Tanya Acevedo, Rod Brown, Trey Wallace, David Hopkins

STATE OF TEXAS

COUNTY OF TRAVIS

AGREEMENT TO MUTUALLY TERMINATE CONTRACT

This Agreement to Terminate Contract (this "Mutual Termination") is made and entered into by and between Travis County, a political subdivision of the State of Texas ("County"), and Black Box Network Services, a corporation authorized to do and doing business in the State of Texas ("Contractor"). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Contract, as such term is defined below.

RECITALS

County and Contractor entered into that certain contract for Cabling Installation Services effective November 13, 2012, a fixed-price time-and-materials contract awarded pursuant to Travis County Solicitation Number 1209-002-SW issued on October 3, 2012 (the "Contract"); and

After the Contract had been executed by both parties, but prior to commencement of the Contract services, Contractor and County determined that the Contract could not be completed as bid; and

County and Contractor agree that it is mutually desirable to terminate the Contract effective upon the date set forth below.

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1.0 The Contract is terminated effective upon the execution of this Mutual Termination by both parties (the "Effective Termination Date").

2.0 The parties expressly acknowledge and agree that, to the best of the parties' knowledge, no condition exists that would constitute a default by either County or Contractor under the Contract, or this Mutual Termination, either with or without notice or lapse of time or both. County and Contractor release each other for any liability arising under the Contract.

Signed this ____ day of _____, 2012.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

CONTRACTOR: BLACK BOX NETWORK SERVICES

By: _____

Title: _____

Item 9



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract awards for Travis County Crime Victims' Fund Services, RFS# 1209-006-DW, to the following:

- A) Travis County Domestic Violence and Sexual Assault Survival Center d/b/a SafePlace
- B) Youth and Family Alliance d/b/a Lifeworks
- C) The Christi Center
- D) Center for Child Protection
- E) Court Appointed Special Advocates (CASA) of Travis County
- F) Austin Travis County Integral Care
- G) Austin Child Guidance Center
- H) Ascend Center for Learning
- I) Volunteer Legal Services
- J) Travis County Juvenile Probation; Pot of Gold Program
- K) YWCA of Greater Austin

➤ **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 above listed agencies provide various services to crime victims within Travis County. Funding for these services is generated through

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

accrued fees from education classes provided by Travis County's Counseling and Education Services. Each year a portion of these fees are designated for the Crime Victims' Fund. For FY2013, \$177,962.00 has been designated for the Crime Victims' Fund. The above listed agency's applications were scored by committee members and were found to be acceptable to receive funding under this RFS.

The initial term of these contracts shall be January 1, 2013 through December 31, 2013. Contingent upon available funds from the FY2014 Crime Victims' Fund, and dependent upon the approval of each agency's FY2014 Abbreviated Application by the Application Review Committee, these contracts shall automatically renew January 1, 2014 through December 31, 2014.

➤ **Contract Expenditures:** Within the last 12 months \$169,487.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: See "Attachment A: Contract Numbers and Award Amounts"

Contract Type: Professional Services Agreement

Contract Period: 01-01-13 to 12-31-13

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: 11

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments: All applicants awarded contracts. Original contract documents being routed for internal approvals and will be provided for court approval upon receipt.

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Fund Center 1400020001; Commitment Item 511441

Comments:

Travis County Counseling & Education Services

Caryl Clarke Colburn, Director
1000 Rowland, Austin, TX 78767 (512) 854-9540



INTEROFFICE MEMORANDUM

TO: CYD GRIMES, TRAVIS COUNTY PURCHASING AGENT
DAVID WALCH, ASSISTANT PURCHASING AGENT

FROM: CARYL CLARKE COLBURN, CES DIRECTOR

SUBJECT: 2013-2014 TWO YEAR CYCLE CRIME VICTIMS FUND CONTRACTS

DATE: NOVEMBER 29, 2012

CC: ROGER JEFFERIES, EXECUTIVE MANAGER, JUSTICE AND PUBLIC SAFETY
TERESA GOFF, CES PROGRAM MANAGER

I have attached a matrix with the recommendations to the Commissioners Court of local agencies to receive Travis County Crime Victims Fund (CVF) contracts for the calendar year of 2013. The recommended amounts for each agency are included in the matrix. For the past twenty-five years the Counseling & Education Services (CES) Department has coordinated the CVF Application Review Committee which reviews applications submitted by local agencies in seeking funding for programs that support crime victims. Recommendations are then made to the Commissioners Court who approve the two year contracts.

The CES general fund budget has \$177,962 for the CVF in 2013 in Fund Center 1400020001 Commitment Item 511441 OUTSIDE AGENCY CONTRACTS. A new RFS was released for a two year contract cycle to begin in 2013 and 2014.

Each agency's application was scored by each one of the committee members. An average was determined for each agency and if their score fell into an acceptable range, which all did, their funding amount was recommended for 2013. CES is requesting that the Purchasing Office submit the recommendations to the County Attorney's Office to create contracts, then submit them to the Commissioners Court for approval. Please feel free to call me for any additional information.

Attachment: Travis County Crime Victims Fund 2013 Matrix

Travis County Crime Victims Fund 2013 Matrix
Contract Term: January 1, 2013 to December 31, 2013

Safeplace	\$35,936.46
Lifeworks	\$25,269.51
For The Love of Christi	\$34,728.75
Ctr. For Child Protection	\$14,634.08
CASA	\$19,609.80
ATCIC-ATCMHMR	\$14,080.50
Austin Child Guidance Ctr	\$5,512.50
Ascend Center for Learning	\$8,805.30
Volunteer Legal Services	\$6,044.85
Juv. Prob Pot of Gold	\$8,090.25
YWCA	\$5,250.00
TOTAL	\$177,962.00

Attachment A

Travis County Crime Victims' Fund

Contract Numbers and Award Amounts

- A) 4400001252; Travis County Domestic Violence and Sexual Assault Survival Center d/b/a SafePlace -- \$35,936.46
- B) 4400001253; Youth and Family Alliance d/b/a Lifeworks -- \$25,269.51
- C) 4400001250; The Christi Center - \$34,728.75
- D) 4400001256; Center for Child Protection -- \$14,634.08
- E) 4400001257; Court Appointed Special Advocates (CASA) of Travis County -- \$19,609.80
- F) 4400001245; Austin Travis County Integral Care -- \$14,080.50
- G) 4400001249; Austin Child Guidance Center -- \$5,512.50
- H) 4400001254; Ascend Center for Learning -- \$8,805.30
- I) 4400001248; Volunteer Legal Services -- \$6,044.85
- J) 4400001259; Travis County Juvenile Probation; Pot of Gold Program -- \$8,090.25
- K) 4400001258; YWCA of Greater Austin -- \$5,250.00

To obtain the rest of this 532 page document please contact Judge Biscoe's Office at 854-9555.

Item 10



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001199, Dianne Arnett, LMFT, LPC, to provide Trauma Focused Therapy for youth referred from the COPE Mental Health Court and Crossover Unit.

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

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

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

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

- **Contract-Related Information:**

Award Amount: As-Needed

Contract Type: Professional Services Agreement

Contract Period: December 18, 2012 – September 30, 2013
Auto-Renewal

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

➤ **Funding Information:**

SAP Shopping Cart #:

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

Comments: As Needed contract.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

FROM: *Estela P. Medina*
Estela P. Medina
Chief Juvenile Probation Officer

RE: New Contract: Dianne Arnett, LMFT, LPC
Trauma Focused Therapy – COPE Mental Health Court and Crossover Unit

DATE: October 19, 2012

The Travis County Juvenile Probation Department is interested in entering into a contract with Dianne Arnett, LMFT, LPC, to provide trauma focused therapy for youth referred to the department through the COPE Mental Health Court and Crossover Unit.

The following are the funding details for this contract:

Grant: 800258
Internal Order: 100609
Product Code: 85121701
Commitment Item: 511010

Included in this packet is a Scope of Services (Attachment A) and a Fee Schedule (Attachment B).

If you need additional information in order to proceed, please do not hesitate to contact Sylvia Mendoza, Financial Manager at 854-7008.

Cc: David Walch
Sylvia Mendoza
Barbara Swift
Gail Penney-Chapmond
Chris Hubner

EPM:sm



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES

7/12/07
PH 6:00
ADMINISTRATIVE
FINANCIAL

MEMORANDUM

RECEIVED
OCT 03 2012
Chief Juvenile Probation Officer
Estela P. Medina

To: Estela P. Medina, Chief Juvenile Probation Officer

Through: Barbara
Barbara Swift, Deputy Chief Juvenile Probation Officer

From: Gail Penney-Chapmond
Gail Penney-Chapmond, Director of Specialized Services

Date: October 1, 2012

Subject: Request to Contract

RECEIVED
OCT 10 2012
Chief Juvenile Probation Officer
Estela P. Medina

This is to request your approval to enter into a professional contract with Dianne Arnett, LMFT, LPC, to provide trauma focused therapy for the COPE Mental Health Court and Crossover unit youth who are identified for the Trauma Informed Assessment and Response Program, funded by the Office of the Governor Grant.

Please see attachment: Resume, Scope of Services and Fee Schedule.

Cc: Chris Hubner

EM
approved
10/11/12



DIANNE M. ARNETT, M.A., LMFT, LPC
Supplemental Resume

Trauma Related Experience

- Counselor:** **Talking Points Psychotherapy: Ages 4-Adults**
2011-Present **Individual, Couple and Family Recovery Work**
Death Related Car Accidents, Sexual Abuse, Sexual Harassment,
Physical Abuse, Grief, Separation and Divorce, Affair Recovery,
Anger Management, PTSD, Childhood and Teen Bullying,
Homelessness, Financial Devastation, Terminal Illness,
Prisoner Counseling Transition from Incarceration Into
Society, Rape.
Required intervention collaboration with Child Protective
Services.
- 2009-2011** **Austin Family Therapy: Ages 6-Adults**
Individual, Couple and Family Recovery Work
Severe Car Accidents, Sexual Abuse, Sexual Harassment,
Physical Abuse, Separation and Divorce, Grief, Anger
Management, PTSD, Gang Affiliation, Childhood and Teen
Bullying, Financial Devastation, Terminal Illness, Transition
from Incarceration into Society.
Required intervention collaboration with Child Protective
Services.
- 2009-2011** **Travis County Juvenile Probation Department**
COPE Mental Health Court: Ages 12-17
Anger Management Group works with juveniles who have
committed an offense. Many children recovering from neglect,
physical and mental abuse.
Required intervention collaboration with Child Protective
Services.
- 2008** **Settlement Home of Austin: Females Only: Ages 11-18**
Individual and group counseling and mentoring young
Girls removed from their biological families due to severe
neglect and sexual abuse.
Required intervention collaboration with Child Protective
Services and the Family Court System.
- 2004-2006** **Saint John Neumann Church: Females Only: Ages 22-80**
Group Therapy and spiritual direction. Women in recovery
from Abuse, Neglect and Physical and Sexual Abuse.

1983-1988 Parent's Warm Line: Ages 11- Adult
Telephone counseling physical and sexual abuse. Intake of recent rape victims.

1977-1978 Emergency Assistance: Travis County Emergency Social Services: Ages 18-Elderly Adult
Provided social services to clients experiencing Unemployment, Homelessness, Burial Needs, and Severe Medical Issues.

Trauma Training

2012 Better Sleep/Better Memory: Brain Function and Trauma: Dr. Michael Howard, PhD.
One-day workshop addressing the impact trauma has on the human body and brain. Short and long-term influence and treatment protocols.

2012 Brain Injury: Lecture: Austin Marriage and Family Therapy Presentation
Neurobiological view of physical and emotional trauma to the brain.

2011 Trauma: Lecture: Austin Marriage and Family Therapy Presentation: Brent Turnipseed, M.D.
New research on trauma and psychotropic medication treatment.

2010-2011 Trauma and The Body: Dr. Sunny Lansdale, Ph.D.
Nine-month course on trauma intake, history taking, and identification, impact on the body and brain, treatment course, prognosis, PTSD, Introduction to Severe Dis-associative Identity Disorder.

Attachment A Scope of Services

CONTRACTOR, Dianne Arnett, shall provide Trauma Focused Therapy for youth identified and referred by the Travis County Juvenile Probation Department hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit, as described below:

1. Youth will be identified and referred to CONTRACTOR for Trauma Focused Therapy by the Department.
2. The Department will designate services that are to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.
3. CONTRACTOR will give these youth and their families' priority in scheduling appointments for therapy whenever possible.
4. CONTRACTOR agrees to contact the COPE or Crossover Manager within twenty-four (24) hours when a family does not attend a scheduled appointment or a therapy session is cancelled.
5. CONTRACTOR may terminate services, with approval from the COPE and/or Crossover Manager, if the family cancels or does not appear at three (3) consecutive scheduled appointments or sessions
6. CONTRACTOR agrees that no payment will be provided for therapy sessions that do not occur, regardless of advance cancellation or failure to appear by client.
7. If therapy services are designated by Department, then CONTRACTOR shall provide therapy services to youth/family participants of COPE or the Crossover Unit during individual or family sessions, as follows.
 - 7.1 Sessions will be in the CONTRACTOR'S office.
 - 7.2 The first session will be provided within five (5) working days after the initial intake.
 - 7.3 The length of each individual session will be 60 minutes in duration.
 - 7.4 Sessions will be therapeutic in nature with the goal of reducing behaviors related to trauma experienced in the child's past or current trauma that has been conducive to escalating behaviors or the need for increased intervention by the Department. Sessions can be used to establish or reestablish parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE or Crossover Unit Individual/family case plan or any additional goals set forth by the CONTRACTOR.

- 7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems it appropriate to modify frequency.
- 7.6 All sessions will be completed within nine (9) months of the initial intake session.
- 7.7 CONTRACTOR will notify the COPE and/or Crossover Manager within forty-eight (48) hours when the number of sessions is decreased due to either lack of progress in therapy or termination of therapy.
- 7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.
- 7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report any failure to appear for scheduled appointments. The therapist will also provide information on the youth's progress with therapy and the youth's level of engagement.
- 7.10 CONTRACTOR will provide a final progress report that will include outcome information that will include a diagnosis and current Global Assessment of Functioning (GAF) within forty-eight (48) hours after the final therapy session.

ATTACHMENT B
FEE SCHEDULE

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services, Attachment A, Travis County shall pay Contractor at a rate of:

Trauma Focused Therapy\$65.00 per hour

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

DIANNE ARNETT, LMFT, LPC

FOR

TRAUMA FOCUSED THERAPY

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

CONTRACT NO. 4400001199



Travis County Purchasing Office

RECEIVED
TRAVIS COUNTY

4400001199

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PURCHASING
OFFICE

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STATE OF TEXAS §

COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR INDIVIDUAL AND FAMILY COUNSELING SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Dianne, Arnett, LMFT, LPC, (the "CONTRACTOR").

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

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

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

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

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

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

1.4 "Parties" mean Travis County and Dianne Arnett, LMFT, LPC,

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

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

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

1.5.3 **but does not include**

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

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

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

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

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

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

2.0 TERM

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

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

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

3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

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

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

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to the Counseling services being provided hereunder. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.12 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be

performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.14 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.14.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.14.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR.

3.14.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR was the alleged or designated perpetrator.

3.15 Disqualifying Criminal History

3.15.1 CONTRACTOR agrees to provide documentation to DIRECTOR that a criminal background check on every employee, intern volunteer or agent whose duties in connection with this Agreement include direct access to youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas and shall have been conducted within two years prior to assignment of services under this Agreement.

3.15.2 CONTRACTOR shall not assign or allow any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; any current felony or jailable misdemeanor deferred adjudication, probation or parole; or the requirement to register as a sex offender.

3.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

Form is provided as Attachment E

3.17 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas

Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.18 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.19 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJJD.

3.20 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: N/A-As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type and date of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

Financial Services
2515 South Congress Avenue.
Austin, Texas 78704.

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR.

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CENTER to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CENTER, or an agent or assignee of CENTER until:

- 4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and
- 4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

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

4.11 **Funding Out.** Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 **Confidentiality.** CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 **Records Maintenance.** CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 **Access to Records.** COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 **Right to Contractual Material.** All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 **General.** Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

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

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E –Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail,

postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Estela Medina (or her successor)
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Dianne Arnett, LMFT, LPC
3930 Bee Cave Road, Bldg 2, Suite E
Austin, Texas 78746

(512) 627-6592

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the

Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 **Binding Contract.** Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 **Performance of Other Services.** As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 **Survival.** Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 **Interpretational Guidelines**

7.19.1 **Computation of Time.** When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

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

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

7.20 **Conflict of Interest Questionnaire:** If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Dianne M. Arnett, LMFT, LPC

Travis County

Dianne M. Arnett LMFT, LPC
Talking Points Psychotherapy LLC

By: Dianne M. Arnett LMFT, LPC By: Samuel T. Biscoe
Name and Title (Printed) Talking Points Travis County Judge
Psychotherapy

Date: Dec 17, 2012 Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Approved by Purchasing:

Cyd Grimes, C.P.M., CPPO Purchasing Agent

**Attachment A
Scope of Services**

CONTRACTOR, Dianne Arnett, shall provide Trauma Focused Therapy for youth identified and referred by the Travis County Juvenile Probation Department hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit, as described below:

- 1. Youth will be identified and referred to CONTRACTOR for Trauma Focused Therapy by the Department.**
- 2. The Department will designate services that are to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.**
- 3. CONTRACTOR will give these youth and their families' priority in scheduling appointments for therapy whenever possible.**
- 4. CONTRACTOR agrees to contact the COPE or Crossover Manager within twenty-four (24) hours when a family does not attend a scheduled appointment or a therapy session is cancelled.**
- 5. CONTRACTOR may terminate services, with approval from the COPE and/or Crossover Manager, if the family cancels or does not appear at three (3) consecutive scheduled appointments or sessions**
- 6. CONTRACTOR agrees that no payment will be provided for therapy sessions that do not occur, regardless of advance cancellation or failure to appear by client.**
- 7. If therapy services are designated by Department, then CONTRACTOR shall provide therapy services to youth/family participants of COPE or the Crossover Unit during individual or family sessions, as follows.**
 - 7.1 Sessions will be in the CONTRACTOR'S office.**
 - 7.2 The first session will be provided within five (5) working days after the initial intake.**
 - 7.3 The length of each individual session will be 60 minutes in duration.**
 - 7.4 Sessions will be therapeutic in nature with the goal of reducing behaviors related to trauma experienced in the child's past or current trauma that has been conducive to escalating behaviors or the need for increased intervention by the Department. Sessions can be used to establish or reestablish parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE or Crossover Unit Individual/family case plan or any additional goals set forth by the CONTRACTOR.**

- 7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems it appropriate to modify frequency.**
- 7.6 All sessions will be completed within nine (9) months of the initial intake session.**
- 7.7 CONTRACTOR will notify the COPE and/or Crossover Manager within forty-eight (48) hours when the number of sessions is decreased due to either lack of progress in therapy or termination of therapy.**
- 7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.**
- 7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report any failure to appear for scheduled appointments. The therapist will also provide information on the youth's progress with therapy and the youth's level of engagement.**
- 7.10 CONTRACTOR will provide a final progress report that will include outcome information that will include a diagnosis and current Global Assessment of Functioning (GAF) within forty-eight (48) hours after the final therapy session.**

ATTACHMENT B
FEE SCHEDULE

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services, Attachment A, Travis County shall pay Contractor at a rate of:

Trauma Focused Therapy\$65.00 per hour

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a
\$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† Alternative Insurance Requirement

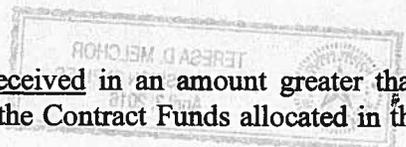
If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.



ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: Nov. 12, 2012
Name of Affiant: Dianne M. Arnett
Title of Affiant: LMFT, LPC, Psychotherapist
Business Name of Proponent: Talking Points Psychotherapy
County of Proponent: Travis County

Affiant on oath swears that the following statements are true:

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

D.M. Arnett, MA, LMFT, LPC
Signature of Affiant
3930 Bee Cave Road, Building Two, Suite E
Address Austin, Tx. 78746

SUBSCRIBED AND SWORN TO before me by Dianne M. Arnett on Nov. 12, 2012

[Signature]

Notary Public, State of Tx



Typed or printed name of notary
My commission expires: 4-3-16

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
October 9, 2012

CURRENT

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

Director, Health Services Division.....Beth Devery
 Attorney, Health Services Division.....Prema Gregerson
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV.....CW Bruner, CTP
 Purchasing Agent Assistant IV.....Lee Perry
 Purchasing Agent Assistant IV.....Jason Walker
 Purchasing Agent Assistant IV.....Richard Villareal
 Purchasing Agent Assistant IV.....Patrick Strittmatter*
 Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV.....Scott Wilson, CPPB
 Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV.....Loren Breland, CPPB
 Purchasing Agent Assistant IV.....John E. Pena, CTPM
 Purchasing Agent Assistant IV.....Rosalinda Garcia
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III.....David Walch
 Purchasing Agent Assistant III.....Michael Long, CPPB
 Purchasing Agent Assistant III.....Nancy Barchus, CPPB
 Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III.....Vacant
 Purchasing Agent Assistant III.....Vacant
 Purchasing Agent Assistant II.....Jayne Rybak, CTP*
 Purchasing Agent Assistant II.....L. Wade Laursen*
 Purchasing Agent Assistant II.....Sam Francis*
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business Analyst.....Scott Worthington
 Purchasing Business Analyst.....Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV.....	Diana Gonzalez ..	12/16/12
Purchasing Agent Assistant III.....	Elizabeth Corey, C.P.M....	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P. .	09/26/13

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

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ___ YES ___ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

Item 11



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract 4400001150; True Light Outreach Ministries for Temporary Emergency Housing 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.

Travis County currently funds the Commitment to Change (CTC) substance abuse program in which program participants have demonstrated a need for temporary emergency residential housing. Emergency residential housing is defined as housing for those who are being discharged from the program without a new residence secured upon release. These services are reserved for those homeless clients most in need of assistance. Travis County currently contracts with two Temporary Emergency Housing providers.

True Light Outreach Ministries will provide Temporary Emergency Housing Services for both men and women at a unit rate of \$31.00 per day.

May 29, 2007 an "Order Exempting Purchase of Transition Housing Services from Competitive Proposal Requirements of the County Purchasing Act" was executed by the Travis County Commissioners Court. Additionally, Section 4.10 Exemption from County Purchasing Act, of the contract states, Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

- **Contract Expenditures:** Within the last 12 months \$100,353.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

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

Award Amount:	As-Needed Basis
Contract Type:	Professional Services Agreement
Contract Period:	December 18, 2012 – September 30, 2013
	Auto-Renewal

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s): Fund Center 1550010001; Item 511121
- Comments: As-Needed Contract

4400001150

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

TRUE LIGHT OUTREACH MINISTRIES

FOR

TEMPORARY EMERGENCY RESIDENTIAL HOUSING

CONTRACT NO. 4400001150



Travis County Purchasing Office

RECEIVED
TRAVIS COUNTY

4400001150

2012 NOV 30 AM 10:26

PURCHASING
OFFICE

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STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR TEMPORARY EMERGENCY RESIDENTIAL HOUSING SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and True Light Outreach Ministries, (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of qualified Temporary Emergency Residential Housing providers to provide services for male and female post-release offenders who are participating in the Commitment to Change, Project Recovery, or the Mental Health Public Defender programs who are referred by Travis County;

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

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.
- 1.4 "Parties" mean Travis County and True Light Outreach Ministries.
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - 1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.5.3 but does not include

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

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

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

1.7 "DIRECTOR" means Roger Jefferies, the Executive Manager of Travis County Justice & Public Safety or his designee.

2.0 TERM

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

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

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

3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

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

3.7 Insurance Requirements. Contractor shall have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment C, "Insurance Requirements," may be imposed.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who

will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- | | |
|------------------------------------|---------------------|
| 4.1.1 <u>Not to exceed amount:</u> | N/A-As needed Basis |
| 4.1.2 <u>Additional Fees:</u> | None. |

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the hourly fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CENTER to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CENTER, or an agent or assignee of CENTER until:

4.8.1.1 the County Treasurer notifies CENTER in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CENTER to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CENTER may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

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

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Psychological / Psychiatric services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY

ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name

and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract Contractor shall forfeit all benefits of the contract and County shall retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:

(A) Contractor was doing business with any Key Contracting Person at the time of execution of the contract or had done business during the 365 day period immediately prior to the date on which it is executed; or

(B) Contractor does business with a Key Contracting Person at any time after the date on which the contract is executed and prior to full performance of the contract.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations,

or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E –Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion for
Covered Contracts

7.8 Notices:

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

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Roger Jefferies (or successor)
Travis County J&PS Executive Manager
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Janet Blake
True Light Outreach Ministries
3007 Northeast Drive
Austin, Texas 78723

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Department Director representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation

shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

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

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

7.20 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

True Light Outreach Ministries,

Travis County

True Light Outreach Ministries

By: Janet Blake Director
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 10-12-2012

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Approved by Purchasing:

Cyd Grimes, C.P.M., CPPO Purchasing Agent

True Light Outreach Ministries Program Operations Plan

Program Dashboard

Name of program:	True Light Outreach Ministries
Date of inception:	2005
Program leadership:	Janet Blake
Program mailing address:	3007 Northeast Drive, Austin, TX 78723
Program phone number:	(512) 507 – 6018
Program email:	janetblake56@gmail.com
Program servicing locations:	3014 Val Drive, Austin, TX 78723 (houses 8 men) 6344 Bridgewater Drive, Austin, TX 78723 (houses 7 men) 6605 Ashland Drive, Austin, TX 78723 (houses 7 women)

Program Description

True Light Outreach Ministries (TLOM), a non-profit organization, has provided temporary emergency housing for individuals in the Travis County area since 2005. Transitional housing, a component of the comprehensive support services provided by the organization, is provided in three residential facilities located in the northeastern corridor of Austin. The houses, two servicing men and one servicing women, feature clean, safe, sober facilities for adults in transition to self – sufficiency. TLOM staff, which includes a director, house manager and adult trainer, provide client case management along with the general administration of the program.

History

True Light Outreach Ministries was formed in 2005 to meet the need of providing safe, clean, secure sober transitional housing for Austin area men and women in crisis. Clients of TLOM include ex – offenders departing from the criminal justice system, MHMR clients, individuals leaving drug rehabilitation facilities, recipients of Social Security (SS)/Supplemental Security Income (SSI) benefits, participants in the Community Court Drug Program and the general public. True Light Outreach Ministries relies upon partnerships and collaborations with Austin area social service agencies and public entities to provide comprehensive needs – based case management for all clients. Former and current partners include the City of Austin Community Court, Travis County Community Supervision and Corrections Department, Austin Travis County Integral Care, Austin Recovery (both Men's and Women's programs), A New Entry, the Salvation Army (Cradle, Women and Children program) and the Wright House Wellness Center. TLOM was also a participant in the Katrina Emergency Homeless Program.

Staff

True Light Outreach Ministries is led by Janet Blake, founder and Executive Director. Ms. Blake, certified in Behavior Management and as a Licensed Vocational Nurse, has over 15 years of experience as a community advocate and a social service provider. For the last 10 years she has served as a registered agent with Adult Probation and has managed transitional housing facilities for men, women and children. Additionally, Ms. Blake has 9 years of family counseling training. Ms. Blake provides program operational administration, client case management along with supervision of the daily operations of the program.

Joseph Sampson has served as the house manager of the two male residential facilities since 2009. Mr. Sampson has facilitated numerous prison outreach ministries and projects; he also provides client case management.

Nicole Thompson Beavers has served as the program administrator and adult trainer since 2010. A certified financial literacy instructor with over 15 years of experience in adult education and workforce training, Ms. Thompson conducts money management classes and provides client case management.

Program Overview

True Light Outreach Ministries provides 24 – hour client care in three residential facilities located in the northeast Austin area. TLOM's structured supportive services have empowered individuals experiencing incarceration, drug rehabilitation, parental rights re-establishment, and other adverse life circumstances. TLOM's guiding principle promotes belief that every person has the right to rebuild their life with dignity, support and respect. To this end, TLOM features three single – gender homes, located within one to two blocks of public transportation, features semi – private living quarters, full service restrooms and kitchens, open living areas with cable televisions and telephones, on – site laundry and shaded outdoor space. Public libraries, retail grocery stores, restaurants and other establishments are also within short walking distances from each home. Staff facilitates periodic house meetings with clients individually and collectively to meet needs and to evaluate daily progress. Staff also provides transportation to other locations when needed and on an individual, case by case basis. Individual case management ensures that clients have guided assistance to re – establishing self – sufficiency. Clients receive counsel on securing personal documentation (birth certificates, identification cards, social security cards, etc.), access to support resources (including health care, temporary financial resources, food, transportation, etc.) and work source development.

Program Services

- All services listed below are provided to all eligible Clients upon admission.
- True Light Outreach Ministries provides Clients with a semi-private room.
- Clients are provided with all necessary linens upon admission.
- Clients are provided with an initial move-in toiletries packet (if needed).
- True Light Outreach Ministries provides on-site staff available 24 hours per day.
- True Light Outreach Ministries personnel provides monitoring of self – administered medications which have been prescribed by a licensed physician for the Client to ensure that the appropriate medication is taken in the correct dosages and at appropriate times (if needed).
- Telephones are provided in community rooms for local phone calls. Clients are allowed access to make and receive calls, which is of great importance when seeking employment and other social services available. This service enables them to provide a potential employer with a stable phone number at which they may be contacted or left a recorded message.
- Clients are provided two meals per day, prepared on site. Clients who are employed are given a sack lunch.
- True Light Outreach Ministries provides community day room areas equipped with microwaves, refrigerators, as well as cable television, and multiple seating for Client use.
- True Light Outreach Ministries provides on-site laundry facilities.
- True Light Outreach Ministries provides emergency transportation, as needed.

- True Light Outreach Ministries provides private conference rooms for meetings with caseworkers, as well as therapists and counselors.
- True Light Outreach Ministries provides meeting spaces for facility group meetings such as AA/NA, building meetings and other instructional gatherings.
- True Light Outreach Ministries provides a House Rules and Policies Handbook upon admission into the program.

Service Goals/Objectives

True Light Outreach Ministries proposes providing Temporary Emergency Housing Servicing to Travis County clients. Clients will receive the following services to meet accompanying objectives:

- True Light Outreach Ministries will provide Transitional Housing Recovery plans for each client, to be evaluated every 30 days the client receives care. The Recovery plans will be comprised of personal individualized goals established by the client with the assistance of staff. The goals will be modified as clients' progress through the program. (The objective is to assist the Client with accountability and responsibility for progression towards self – sustainability.)
- Alcoholics/Narcotics Anonymous meeting facilities will be provided off site daily for 3 months to a group of 12 Clients. (The objective is to assist the Client with the accomplishment of sobriety maintenance.)
- A money management program will be offered weekly on an individual basis. Staff will assist the Client as needed in formulating a budget, opening a checking/saving account establishing a savings plan and assuming monthly financial payments. (The objective is to enable the Client to take proper care of their financial obligations, build a savings for use upon discharge from True Light Outreach Ministries and to have extra money for personal needs.)
- Employment assistance will be offered weekly on an individual basis. Employment assistance services include instructions on completing applications, job searches utilizing classified advertisements, websites, etc., and procuring other job related assistance from WorkSource Solutions, Goodwill, and the Department of Disability and Rehabilitative Services (DARS). (The objective is to assist Clients who are unemployed and/or lack the knowledge or skills to obtain gainful employment independently.)
- Basic community life skills will be offered weekly on an individual basis, as needed. This service includes, but is not limited to learning to use the public transportation system, the telephone book, medical assistance programs, community service agencies, and other resources. Additionally, Clients will be assisted with obtaining personal documentation including copies of birth certificates, social security cards, and other identification. (The objective is to assist the Client in acquiring the necessary skills to become independent and productive members of the community.)
- Close supervision is provided by staff members performing constant observation in the residence. (The objective is to ensure each Client's safety and general well-being.)
- Daily hygienic and grooming practices will be monitored and encouraged. (The objective is to instill appropriate adoption of a sense of good physical well being and self worth of each Client.)
- Constant monitoring and observation of attitude changes, depression and self-esteem will take place daily. (The objective is to ensure the Client's personal safety and to anticipate negative aggressive behavior.)

- Daily monitoring of medication compliance and the necessity of prescription refills will take place daily. (The objective is to ensure the Client learns and adopts appropriate discipline regarding medication intake and correspondence with medical professions for prescription refills.)
- Staff will provide laundry services or training in laundry procedures, whichever is most appropriate. This determination will be made on an individual basis by staff. (The objective is to ensure that the Client is consistently provided with clean linens and clothing and laundry keeping skills.)
- True Light Outreach Ministries will maintain communication with caseworkers, therapists, and other external stakeholders incorporated in the Client's support system. (The objective is to maintain an on-going, consistent network of partners who offer supportive services for the Client.)
- True Light Outreach Ministries will arrange for the Client transportation to and from appointments as needed. (The objective is to provide continuity of care and services for the Client and to ensure that the Client keeps important appointments.)

Client's Responsibilities

- Clients are to follow all rules and regulations of True Light Outreach Ministries, as well as the rules of the originating program (as necessary).
- Clients are required to sign in and out when entering or leaving True Light Outreach Ministries property. The sign out sheets require the following information: Client's signature, destination, time leaving facility, expected time of return and actual time of return.
- Clients with drug and alcohol addictions should attend all AA/NA meetings required by the conditions of their individualized program.
- Clients should seek and obtain gainful employment as soon as possible after admission to True Light Outreach Ministries. Once employment is obtained, each Client is to furnish appropriate job information and a work schedule to the Director of True Light Outreach Ministries.
- Clients are to clean their personal living area daily and maintain proper hygiene. Clients also will share the responsibility of maintaining the cleanliness of communal areas such as the kitchen, living rooms, bathrooms, laundry rooms, etc.
- Clients are to wash personal clothing and linens weekly.
- Clients should open a savings account and secure a debit card after obtaining stable employment.

**ATTACHMENT B
FEE SCHEDULE**

Primary Service	Service Description	Unit	Rate
1) Supportive Housing	Housing in a structured living environment, providing three meals per day and weekly activities and services supporting substance abuse recovery (Example: AA/NA meeting, peer support meetings and/or sober recreational activities).	Day	\$31

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options may be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4. a. Waiver of Subrogation (Form CG 2404)

- b. Thirty (30) day Notice of Cancellation (Form CG 0205)
- c. Travis County named as additional insured (Form CG 2010)

*** Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a
\$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

- 1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
- 2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† Alternative Insurance Requirement

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

- 1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
- 2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
- 3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 10-12-2012
Name of Affiant: Janet Blake
Title of Affiant: Director
Business Name of Proponent: True light Outreach ministries
County of Proponent: Travis

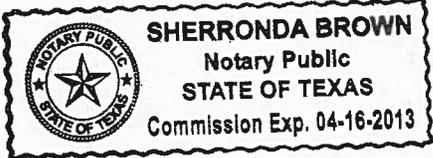
Affiant on oath swears that the following statements are true:

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

Janet Blake
Signature of Affiant
3007 N East Dr
Address Austin TX 78723

SUBSCRIBED AND SWORN TO before me by October on 12, 2012.

Sherronda Brown



Notary Public, State of Texas
Typed or printed name of notary
My commission expires: 4-16-2013

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
September 28, 2012

CURRENT

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



Attorney, Transactions Division Jim Connolly
 Attorney, Transactions Division Tenley Aldredge
 Director, Health Services Division Vacant
 Attorney, Health Services Division Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV Vacant
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Vacant
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Loren Breland, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III C.W. Bruner, CTP
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

Position Held	Name of Individual	
	Holding Office/Position	Date of Expiration
Purchasing Agent Assistant IV	Diana Gonzalez	12/16/12
Director, Health Services Division	Beth Devery	03/09/13
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant.....	Lori Duarte.....	06/15/13
Chief Information Officer.	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? YES NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor True Light Outreach Ministries Vendor I.D. or Social Security No. 1000004559
Janet Blake 10-10-12 Janet Blake Director
Signature of Authorized Representative Date Printed/Typed Name & Title of Authorized Representative



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

To: Cyd Grimes, Travis County Purchasing Agent

From: Roger Jefferies, County Executive, Justice and Public Safety

Date: August 30, 2012

SUBJECT: Request to contract with True Light Outreach Ministries for emergency residential housing

Travis County Justice and Public Safety (JPS) requests to enter into a contract with True Light Outreach Ministries (TLOM) to provide emergency residential (transitional) housing for male and female clients in the following JPS-funded programs: Commitment to Change; Inside-Out Travis County; Mental Health Public Defender Office; and Office of Parental Representation. The existing contract number is PS100126DW. The fund center is 1550010001 and the commitment item is 511121.

Emergency residential (transitional) housing is reserved for those homeless JPS clients most in need of assistance. All clients are prioritized for housing based on need and eligibility, as well as compliance with his/her case plan and case manager. Clients are closely monitored while in housing and case managers begin working with clients prior to initial placement to develop an exit plan. Case managers in all of the above-mentioned programs are required to identify and exhaust all placement options for clients (family, friends, and funding through churches and social service providers) before a client is deemed eligible for transitional housing. All referrals to transitional housing go through a joint staffing process, to ensure only clients who are truly in need of the service and with no other available options are being placed. The criteria to determine housing need and eligibility are: history of homelessness; familial, friends, and community connections (ties); history and severity of mental health problems; history of previous placements (housing, emergency shelters, substance abuse and

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other treatment); history of services offered and response; current level of cooperation; and a permanency plan (as developed by client and case manager).

JPS currently contracts with three transitional housing providers, but there is a need to collaborate with additional providers, especially those that can assist female clients. Attached, you will find the program operations plan/scope of work for True Light Outreach Ministries. TLOM will offer all of the services within this plan to our clients for a daily rate of \$31.

cc: Cathy McClaugherty, Senior Planner
Kimberly Pierce, Planning Manager
David Walch, Purchasing Agent Assistant III

True Light Outreach Ministries Program Operations Plan

Program Dashboard

Name of program:	True Light Outreach Ministries
Date of inception:	2005
Program leadership:	Janet Blake
Program mailing address:	3007 Northeast Drive, Austin, TX 78723
Program phone number:	(512) 507 – 6018
Program email:	janetblake56@gmail.com
Program servicing locations:	3014 Val Drive, Austin, TX 78723 (houses 8 men) 6344 Bridgewater Drive, Austin, TX 78723 (houses 7 men) 6605 Ashland Drive, Austin, TX 78723 (houses 7 women)

Program Description

True Light Outreach Ministries (TLOM), a non-profit organization, has provided temporary emergency housing for individuals in the Travis County area since 2005. Transitional housing, a component of the comprehensive support services provided by the organization, is provided in three residential facilities located in the northeastern corridor of Austin. The houses, two servicing men and one servicing women, feature clean, safe, sober facilities for adults in transition to self – sufficiency. TLOM staff, which includes a director, house manager and adult trainer, provide client case management along with the general administration of the program.

History

True Light Outreach Ministries was formed in 2005 to meet the need of providing safe, clean, secure sober transitional housing for Austin area men and women in crisis. Clients of TLOM include ex – offenders departing from the criminal justice system, MHMR clients, individuals leaving drug rehabilitation facilities, recipients of Social Security (SS)/Supplemental Security Income (SSI) benefits, participants in the Community Court Drug Program and the general public. True Light Outreach Ministries relies upon partnerships and collaborations with Austin area social service agencies and public entities to provide comprehensive needs – based case management for all clients. Former and current partners include the City of Austin Community Court, Travis County Community Supervision and Corrections Department, Austin Travis County Integral Care, Austin Recovery (both Men's and Women's programs), A New Entry, the Salvation Army (Cradle, Women and Children program) and the Wright House Wellness Center. TLOM was also a participant in the Katrina Emergency Homeless Program.

Staff

True Light Outreach Ministries is led by Janet Blake, founder and Executive Director. Ms. Blake, certified in Behavior Management and as a Licensed Vocational Nurse, has over 15 years of experience as a community advocate and a social service provider. For the last 10 years she has served as a registered agent with Adult Probation and has managed transitional housing facilities for men, women and children. Additionally, Ms. Blake has 9 years of family counseling training. Ms. Blake provides program operational administration, client case management along with supervision of the daily operations of the program.

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Joseph Sampson has served as the house manager of the two male residential facilities since 2009. Mr. Sampson has facilitated numerous prison outreach ministries and projects; he also provides client case management.

Nicole Thompson Beavers has served as the program administrator and adult trainer since 2010. A certified financial literacy instructor with over 15 years of experience in adult education and workforce training, Ms. Thompson conducts money management classes and provides client case management.

Program Overview

True Light Outreach Ministries provides 24 – hour client care in three residential facilities located in the northeast Austin area. TLOM's structured supportive services have empowered individuals experiencing incarceration, drug rehabilitation, parental rights re-establishment, and other adverse life circumstances. TLOM's guiding principle promotes belief that every person has the right to rebuild their life with dignity, support and respect. To this end, TLOM features three single – gender homes, located within one to two blocks of public transportation, features semi – private living quarters, full service restrooms and kitchens, open living areas with cable televisions and telephones, on – site laundry and shaded outdoor space. Public libraries, retail grocery stores, restaurants and other establishments are also within short walking distances from each home. Staff facilitates periodic house meetings with clients individually and collectively to meet needs and to evaluate daily progress. Staff also provides transportation to other locations when needed and on an individual, case by case base. Individual case management ensures that clients have guided assistance to re – establishing self – sufficiency. Clients receive counsel on securing personal documentation (birth certificates, identification cards, social security cards, etc.), access to support resources (including health care, temporary financial resources, food, transportation, etc.) and work source development.

Program Services

- All services listed below are provided to all eligible Clients upon admission.
- True Light Outreach Ministries provides Clients with a semi-private room.
- Clients are provided with all necessary linens upon admission.
- Clients are provided with an initial move-in toiletries packet (if needed).
- True Light Outreach Ministries provides on-site staff available 24 hours per day.
- True Light Outreach Ministries personnel provides monitoring of self – administered medications which have been prescribed by a licensed physician for the Client to ensure that the appropriate medication is taken in the correct dosages and at appropriate times (if needed).
- Telephones are provided in community rooms for local phone calls. Clients are allowed access to make and receive calls, which is of great importance when seeking employment and other social services available. This service enables them to provide a potential employer with a stable phone number at which they may be contacted or left a recorded message.
- Clients are provided two meals per day, prepared on site. Clients who are employed are given a sack lunch.
- True Light Outreach Ministries provides community day room areas equipped with microwaves, refrigerators, as well as cable television, and multiple seating for Client use.
- True Light Outreach Ministries provides on-site laundry facilities.
- True Light Outreach Ministries provides emergency transportation, as needed.

- True Light Outreach Ministries provides private conference rooms for meetings with caseworkers, as well as therapists and counselors.
- True Light Outreach Ministries provides meeting spaces for facility group meetings such as AA/NA, building meetings and other instructional gatherings.
- True Light Outreach Ministries provides a House Rules and Policies Handbook upon admission into the program.

Service Goals/Objectives

True Light Outreach Ministries proposes providing Temporary Emergency Housing Servicing to Travis County clients. Clients will receive the following services to meet accompanying objectives:

- True Light Outreach Ministries will provide Transitional Housing Recovery plans for each client, to be evaluated every 30 days the client receives care. The Recovery plans will be comprised of personal individualized goals established by the client with the assistance of staff. The goals will be modified as clients' progress through the program. (The objective is to assist the Client with accountability and responsibility for progression towards self – sustainability.)
- Alcoholics/Narcotics Anonymous meeting facilities will be provided off site daily for 3 months to a group of 12 Clients. (The objective is to assist the Client with the accomplishment of sobriety maintenance.)
- A money management program will be offered weekly on an individual basis. Staff will assist the Client as needed in formulating a budget, opening a checking/saving account establishing a savings plan and assuming monthly financial payments. (The objective is to enable the Client to take proper care of their financial obligations, build a savings for use upon discharge from True Light Outreach Ministries and to have extra money for personal needs.)
- Employment assistance will be offered weekly on an individual basis. Employment assistance services include instructions on completing applications, job searches utilizing classified advertisements, websites, etc., and procuring other job related assistance from WorkSource Solutions, Goodwill, and the Department of Disability and Rehabilitative Services (DARS). (The objective is to assist Clients who are unemployed and/or lack the knowledge or skills to obtain gainful employment independently.)
- Basic community life skills will be offered weekly on an individual basis, as needed. This service includes, but is not limited to learning to use the public transportation system, the telephone book, medical assistance programs, community service agencies, and other resources. Additionally, Clients will be assisted with obtaining personal documentation including copies of birth certificates, social security cards, and other identification. (The objective is to assist the Client in acquiring the necessary skills to become independent and productive members of the community.)
- Close supervision is provided by staff members performing constant observation in the residence. (The objective is to ensure each Client's safety and general well-being.)
- Daily hygienic and grooming practices will be monitored and encouraged. (The objective is to instill appropriate adoption of a sense of good physical well being and self worth of each Client.)
- Constant monitoring and observation of attitude changes, depression and self-esteem will take place daily. (The objective is to ensure the Client's personal safety and to anticipate negative aggressive behavior.)

- Daily monitoring of medication compliance and the necessity of prescription refills will take place daily. (The objective is to ensure the Client learns and adopts appropriate discipline regarding medication intake and correspondence with medical professions for prescription refills.)
- Staff will provide laundry services or training in laundry procedures, whichever is most appropriate. This determination will be made on an individual basis by staff. (The objective is to ensure that the Client is consistently provided with clean linens and clothing and laundry keeping skills.)
- True Light Outreach Ministries will maintain communication with caseworkers, therapists, and other external stakeholders incorporated in the Client's support system. (The objective is to maintain an on-going, consistent network of partners who offer supportive services for the Client.)
- True Light Outreach Ministries will arrange for the Client transportation to and from appointments as needed. (The objective is to provide continuity of care and services for the Client and to ensure that the Client keeps important appointments.)

Client's Responsibilities

- Clients are to follow all rules and regulations of True Light Outreach Ministries, as well as the rules of the originating program (as necessary).
- Clients are required to sign in and out when entering or leaving True Light Outreach Ministries property. The sign out sheets require the following information: Client's signature, destination, time leaving facility, expected time of return and actual time of return.
- Clients with drug and alcohol addictions should attend all AA/NA meetings required by the conditions of their individualized program.
- Clients should seek and obtain gainful employment as soon as possible after admission to True Light Outreach Ministries. Once employment is obtained, each Client is to furnish appropriate job information and a work schedule to the Director of True Light Outreach Ministries.
- Clients are to clean their personal living area daily and maintain proper hygiene. Clients also will share the responsibility of maintaining the cleanliness of communal areas such as the kitchen, living rooms, bathrooms, laundry rooms, etc.
- Clients are to wash personal clothing and linens weekly.
- Clients should open a savings account and secure a debit card after obtaining stable employment.

Item 12



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve twelve month extensions to 35 HHS & VS Social Service contracts with various contractors 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 35 social services contracts for which renewals are requested with a not to exceed contract amount of more than \$50,000. These contracts are held by contractors who provide a wide range of services to Travis County residents in need of assistance.

The following contracts are currently with the vendor awaiting signatures. Once signed, the originals will be forwarded to the Judge for signature:

1. Austin Independent School District - Travis County Collaborative After School Program (Contract No. IL040243RE) the modification needs to be approved and signed by School Board at the next School Board Meeting, December 16, 2012.

2. Austin Independent School District - Adult Basic Education (Contract No. IL060054RE) the modification needs to be approved and signed by School Board at the next School Board Meeting, December 16, 2012.
3. The Salvation Army (Contract No. PS090124RE) the modification is currently with the Territorial Director based in Atlanta, GA.
4. Austin Travis County Integral Care (Contract No. PS090098RE) is delayed for ATCIC attorney review.
5. Texas Closed Caption (Contract No. PS090055EF) the modification needs to be signed by Executive Director who is out of reach by email or phone until December 21, 2012.

➤ **Contract-Related Information:**

Award Amount: See Attachment A
Contract Type: Professional Services
Contract Period: January 1, 2013 through December 31, 2013

➤ **Contract Modification Information:**

Modification Amount: See Attachment A
Modification Type: Bilateral
Modification Period: January 1, 2013 through December 31, 2013

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

Solicitations Sent: Responses Received:
HUB Information: % HUB Subcontractor:

➤ **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:

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s):

Comments: Funds Reservation No. 300000441. The Cost Centers and General Ledgers (GL) are listed on Attachment A

To obtain the rest of this 1,464 page document please contact Judge Biscoe's Office at 854-9555.

Item 13

Travis County Commissioners Court Agenda Request



Meeting Date: December 18, 2012

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

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

AB

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

Sponsoring Court Member: Commissioner 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 1471 and 1472 of Apache Shores, Section Three Amended – 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 1471 and 1472 of Apache Shores Section Three Amended. The PUEs are dedicated per plat note. The subject lots front on Indian Creek Trail, a street maintained by Travis County.

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

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the property owners request the vacation of the easements for the purpose of building a home centered over the subject lots' common lot line. Vacating the subject easements will allow the property owners to move forward with their plans without encroaching on said easements.

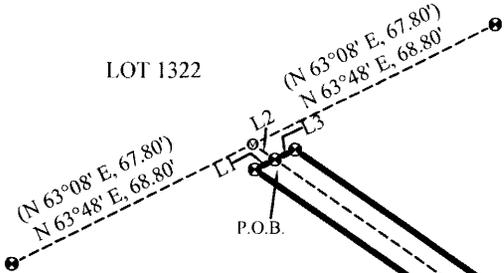
FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

3,648 SQUARE FOOT PARTIAL RELEASE OF PUBLIC UTILITY EASEMENT



SCALE 1" = 50'



LINE TABLE

L1 - N 63°48'00" E, 5.73'
 L2 - N 55°21'21" W, 6.87'; (N 54°36' W)
 L3 - N 63°48'00" E, 5.73'
 L4 - S 35°17'00" W, 5.00'; (S 35°24' W)
 L5 - S 55°21'21" E, 10.00'; (N 54°36' W)
 L6 - S 35°17'00" W, 0.91'; (S 35°24' W, 1.04')

CURVE TABLE

C1 - RADIUS = (258.64')
 ARC = 4.09'
 CH = S 35°49'52" W, 4.09'

3,648
SQUARE
FEET
OUT OF
LOTS 1471 & 1472

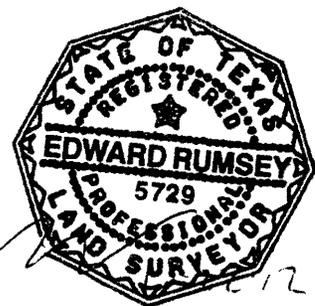
LEGAL DESCRIPTION:
 BEING 3,648 SQUARE FEET OF LAND, BEING A PORTION OF LOTS 1471 AND 1472, APACHE SHORES SECTION THREE AMENDED, A SUBDIVISION RECORDED IN VOLUME 50, PAGE 81, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE 5 FOOT PUBLIC UTILITY EASEMENT RUNNING ALONG BOTH SIDES OF THE COMMON LINE OF SAID LOTS, SAME BEING THAT CERTAIN ROGER GALPIN TRACTS RECORDED IN DOCUMENT NUMBERS 2008205534 AND 2009148223, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 3,648 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

SURVEY DATE	OCTOBER 22, 2012	
TITLE CO.	-	
G.F. NO.	-	
JOB NO.	A1003212	
FIELD BY	EDWARD RUMSEY	10/18/2012
CALC. BY	EDWARD RUMSEY	10/18/2012
DRAWN BY	ROGER CARDONA	10/18/2012
RPLS CHECK	EDWARD RUMSEY	10/22/2012

ALLSTAR
Land Surveying

9020 ANDERSON MILL RD
 AUSTIN, TEXAS 78729
 (512) 249-8149 PHONE
 (512) 331-5217 FAX
 WWW.ALLSTARLANDSURVEYING.COM

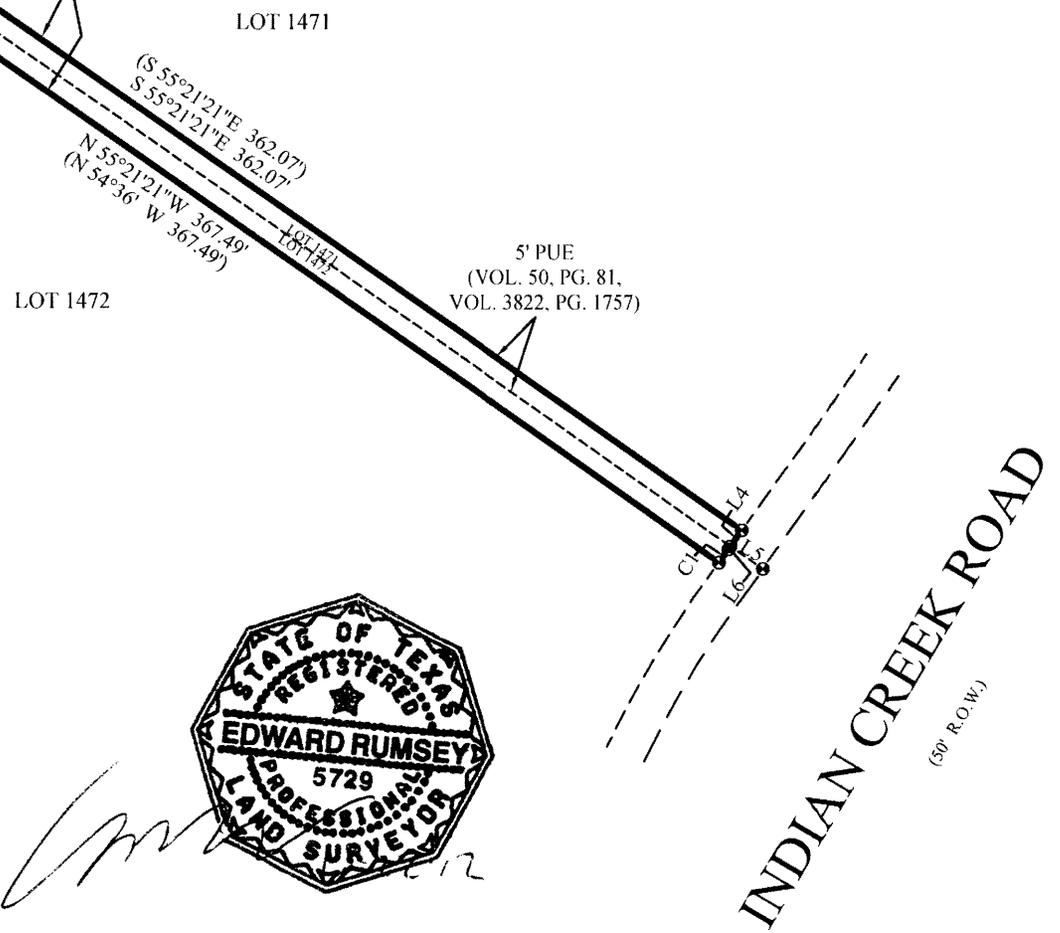
- LEGEND**
- ⊙ — CALCULATED POINT
 - ⊙ — MAG NAIL FOUND
 - PUE — PUBLIC UTILITY ESMT
 - () — RECORD INFORMATION
 - P.O.B. — POINT OF BEGINNING



Edward Rumsey

5' PUE
(VOL. 50, PG. 81,
VOL. 3822, PG. 1757)

5' PUE
(VOL. 50, PG. 81,
VOL. 3822, PG. 1757)



Roger A. Galpin
James R. Sharp
5318 Acorn Ct.
League City, TX 77573-3183
(281)332-2709

Transportation and Natural Resources
411 W. 13th St.
Austin, TX. 78701

Subject: Evacuation of Easement between Lots 1471 and 1472 Indian Creek Rd, Apache Shores,
Section 3, Austin, TX 78734

Attn: Right of Way Maps

RECEIVED

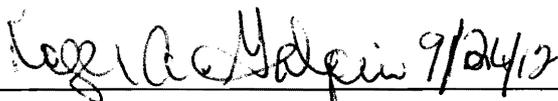
SEP 28 2012

TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

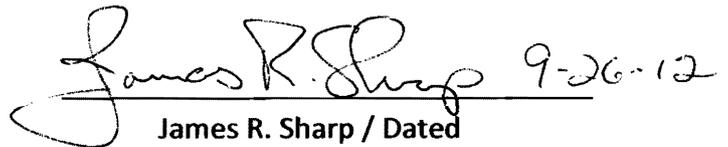
We request evacuation of the easement between these two lots for purpose of building a home centered over existing utility easement that runs between the two lots.

Enclosed are surveys of the two lots, floor plan of a house we plan to build, and affidavits from all affected utilities (AT&T, Time Warner Cable, Austin Energy, and Travis County Water Control and Improvement District #17) agreeing to evacuate their claim to the easement.

Signed,

 9/24/12

Roger A. Galpin / Dated

 9-26-12

James R. Sharp / Dated



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY*, a Missouri corporation, GRANTOR, AND *Roger A. Galpin*, 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 1471, Apache Shores, Section Three (3) (Amended), Deed of record in Document 2009148223, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 50, Page 81, 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 the southwest property line of said Lot 1471, described above,

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 9th day of AUGUST, 2012

SOUTHWESTERN BELL TELEPHONE COMPANY

[Signature]

Name : RICHARD LAINE REED

Title: MANAGER ENGINEERING DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

Given under my hand and seal of office this the 9th day of AUGUST, 2012



[Signature]
Notary Public in and for the State of TEXAS
My Commission Expires Jan 16 2013



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY*, a Missouri corporation, GRANTOR, AND *Roger A. Galpin and James Robert Sharp*, GRANTEE(S), 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(S), as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE(S) situated in *Travis County*, Texas, and described as follows:

Lot 1472, Apache Shores, Section Three (3) (Amended), Deed of record in Document 2008202534, Property Records of Travis County, Texas

Said land of GRANTEE(S) being subject to:

Easements recorded in Volume 50, Page 81, 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 the northeast property line of said Lot 1472, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), 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 17th day of AUGUST, 2012

SOUTHWESTERN BELL TELEPHONE COMPANY

[Signature]

Name : RICHARD LAINE REED

Title: MANAGER ENGINEERING DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared RICK REED, 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 17th day of AUGUST, 2012

[Signature]
Notary Public in and for the State of TEXAS
My Commission Expires Jan 16, 2013





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

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

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

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

Subdivision or Section: APACHE SHORES SECTION 3 AMENDED

Lot and Block Numbers: LOTS 1471 AND 1472

Street Address: INDIAN CREEK RD, AUSTIN, TX 78734

Property Owner: JAMES R. SHARP AND ROGER A. GALPIN

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

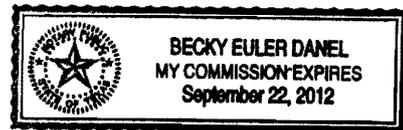
Sr. Designer
Title

State of Texas
County of Travis

This instrument was acknowledged before me on July 31, 2012 by

Laurie Schumpert

Becky Euler Danel
Notary Public





TRANSPORTATION AND NATURAL RESOURCES

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

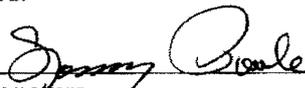
411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at N/A (address) and/or Lots 1471 & 1472 Apache Shores Section 3, Amended, Vol 50, Pg. 81 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.


 Signature
Sonny Poole
 Printed Name
Mgr., PIRES
 Title
Austin Energy
 Utility Company or District
August 2, 2012
 Date

Please return this completed form to:

James R. Sharp
 Name
5318 Acorn Ct.
 Address
League City, TX 77573
 City/State/Zip

Email: jsharp1955@comcast.net



**TRAVIS COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT 17**

3812 Eck Lane • Austin, Texas 78734
• Phone (512) 266-1111 • Fax (512) 266-2790

UTILITY EASEMENT RELEASE APPLICATION

Date: 7-26-2012

A release of the following utility easement(s) is hereby requested.
(\$30.00 fee is required)

Property Address: APACH SHORES INDIAN CREEK RD.

Legal Description: LOT NUMBER 1471 AND 1472
VOLUME 50 PAGE 81 FIVE FOOT PUB EASE. BETWEEN
A plat drawing with the easement highlighted must accompany #1471 & #1472
this application.

Applicant Name: JAMES R. SHARP, ROGER A. GALPIN

Address: 5318 ACORN CT
LEAGUE CITY, TX 77573

Reason for Request: SINGLE FAMILY RESIDENCE

Water District 17 DOES NOT have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

Water District 17 DOES have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry Marley 7.31.12
Signature Date
Reviewer: HENRY W MARLEY

Deborah S. Gemes
Signature Date
Deborah S. Gemes
Printed Name
General Manager
Title

Please return this completed form to:

Phone: 281-332-2709
Fax: 281-332-2709
Email: JRSHARP1955@
COMCAST.NET

JAMES R. SHARP
Name
5318 ACORN CT
Address
LEAGUE CITY, TX 77573
City/State/Zip



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 five foot wide public utility easements sign was posted on November 26, 2012, on the westerly side of Indian Creek Trail along the common lot line of Lots 1471 and 1472 of Apache Shores Section Three Amended at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 27 DAY OF November, 2012.

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

cc: Garcia (sign shop)



**NOTICE OF
PUBLIC HEARING**

DECEMBER 18, 2012 AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION
TO APPROVE THE VACATION OF TWO FIVE
FOOT WIDE PUBLIC UTILITY EASEMENTS
LOCATED ON THE COMMON LOT LINE
OF LOTS 1471 AND 1472 OF APACHE SQUARE
SECTION THREE, RANGERO - A SUBDIVISION
IN PRECINCT THREE
A HEARING WILL BE HELD AT THE TRAVIS
COUNTY COMMISSIONERS COURTROOM
700 LAVACA STREET, AUSTIN, TX
FOR MORE INFORMATION CALL 854-9983



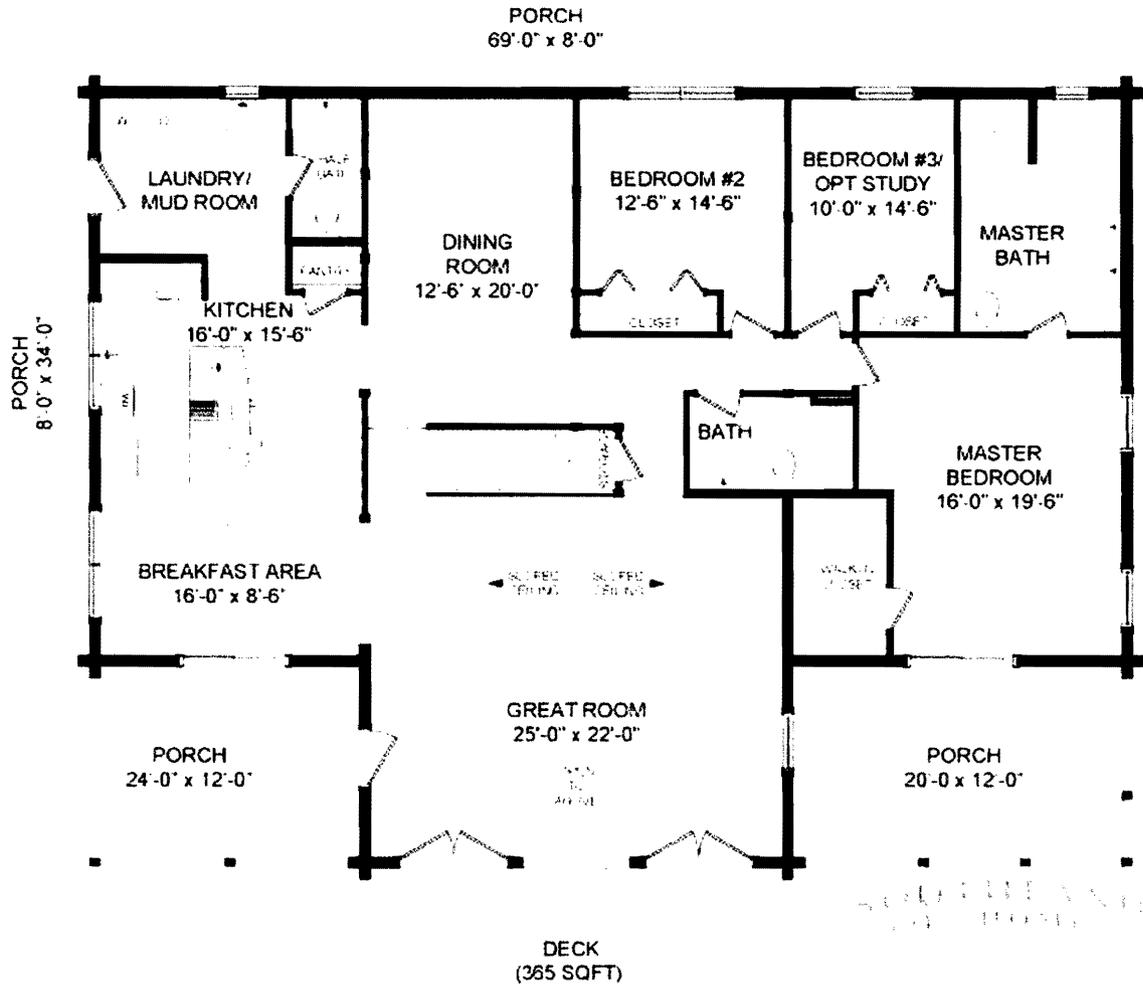
NOTICE OF PUBLIC HEARING

**DECEMBER 18, 2012 AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION**

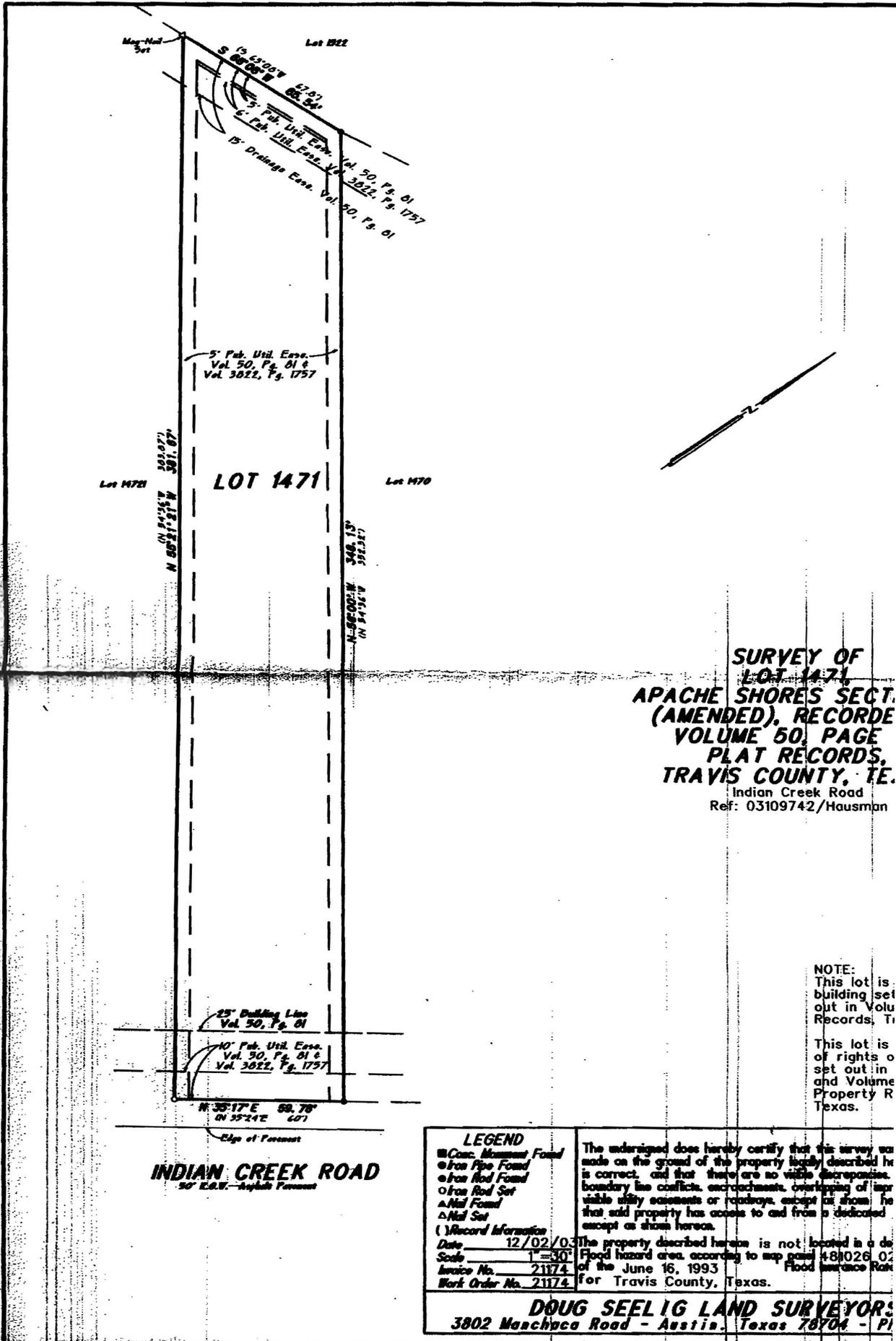
**TO APPROVE THE VACATION OF TWO FIVE
FOOT WIDE PUBLIC UTILITY EASEMENTS
LOCATED ALONG THE COMMON LOT LINE
OF LOTS 1471 AND 1472 OF APACHE SHORES
SECTION THREE AMENDED — A SUBDIVISION
IN PRECINCT THREE**

**A HEARING WILL BE HELD AT THE TRAVIS
COUNTY COMMISSIONERS COURTROOM
700 LAVACA STREET AUSTIN, TX**

FOR MORE INFORMATION CALL 854-9383



4007 WINDY HILL

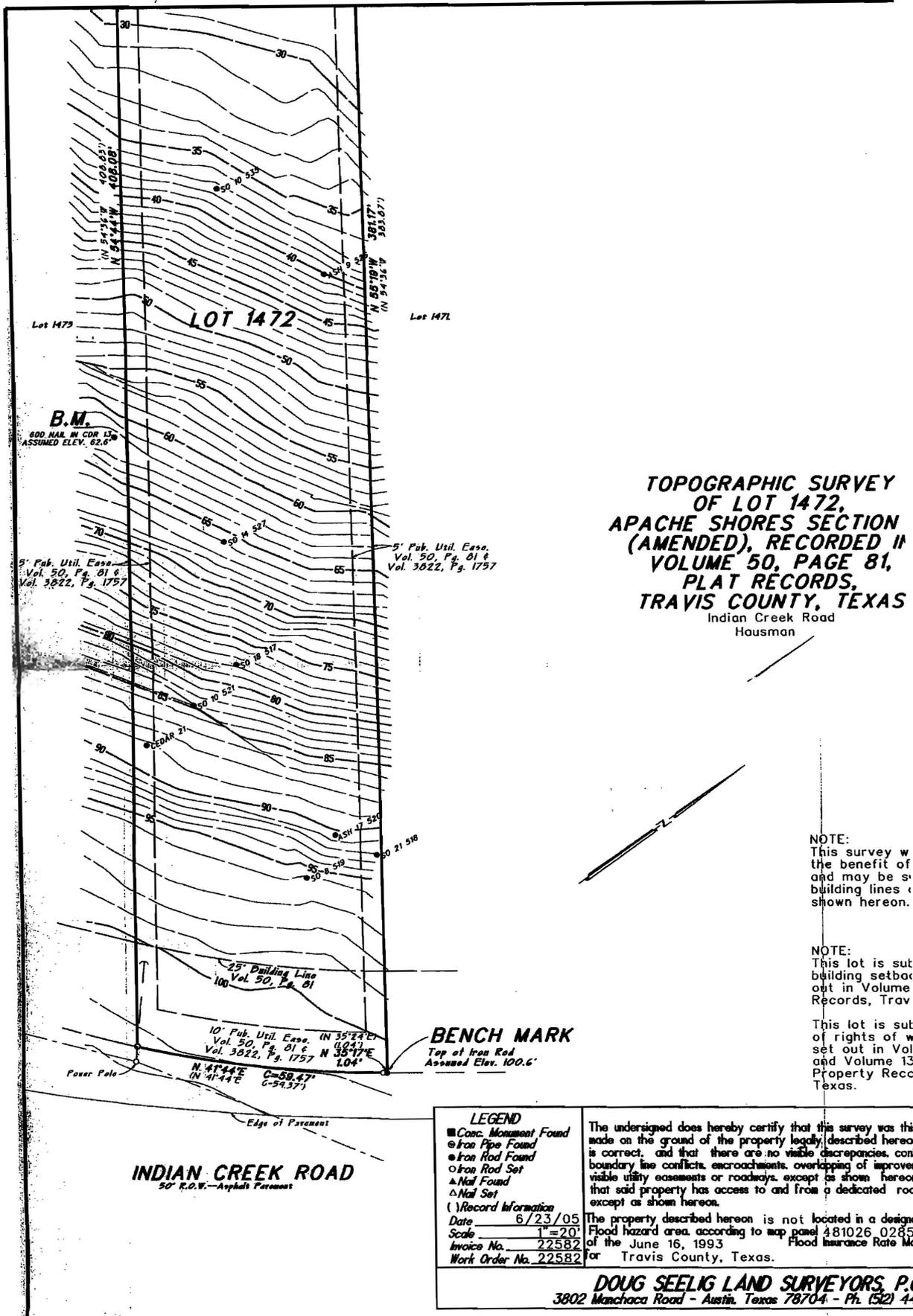


**SURVEY OF
LOT 1471
APACHE SHORES SECT.
(AMENDED), RECORDED
VOLUME 50, PAGE
PLAT RECORDS,
TRAVIS COUNTY, TE.**
Indian Creek Road
Ref: 03109742/Hausman

NOTE:
This lot is building set out in Volu Records, T
This lot is of rights o set out in and Volume Property R Texas.

INDIAN CREEK ROAD
30' E.S.V. Asphalt Pavement

<p>LEGEND ■ Conc. Monument Found ● Iron Pipe Found ○ Iron Rod Found ▲ Iron Rod Set ▲ Nail Found △ Nail Set () Record Information</p>	<p>The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon is correct, and that there are no visible encroachments, boundary line conflicts, encroachments, overlapping of invisible utility easements or roadways, except in those cases that said property has access to and from a dedicated easement except as shown hereon.</p>
<p>Date <u>12/02/03</u> Scale <u>1"=30'</u> Invoice No. <u>21174</u> Work Order No. <u>21174</u></p>	<p>The property described hereon is not located in a designated Flood hazard area, according to map panel 481026-02 of the June 16, 1993 Flood Insurance Rate Map for Travis County, Texas.</p>
<p align="center">DOUG SEELIG LAND SURVEYOR 3802 Manchaca Road - Austin, Texas 78704 - PL</p>	



**TOPOGRAPHIC SURVEY
OF LOT 1472,
APACHE SHORES SECTION
(AMENDED), RECORDED IN
VOLUME 50, PAGE 81,
PLAT RECORDS,
TRAVIS COUNTY, TEXAS**
Indian Creek Road
Hausman

NOTE:
This survey w
the benefit of
and may be s
building lines
shown hereon.

NOTE:
This lot is sub
building setback
out in Volume
Records, Trav

This lot is sub
of rights of w
set out in Vol
and Volume 13
Property Recc
Texas.

BENCH MARK
Top of Iron Rod
Assumed Elev. 100.6'

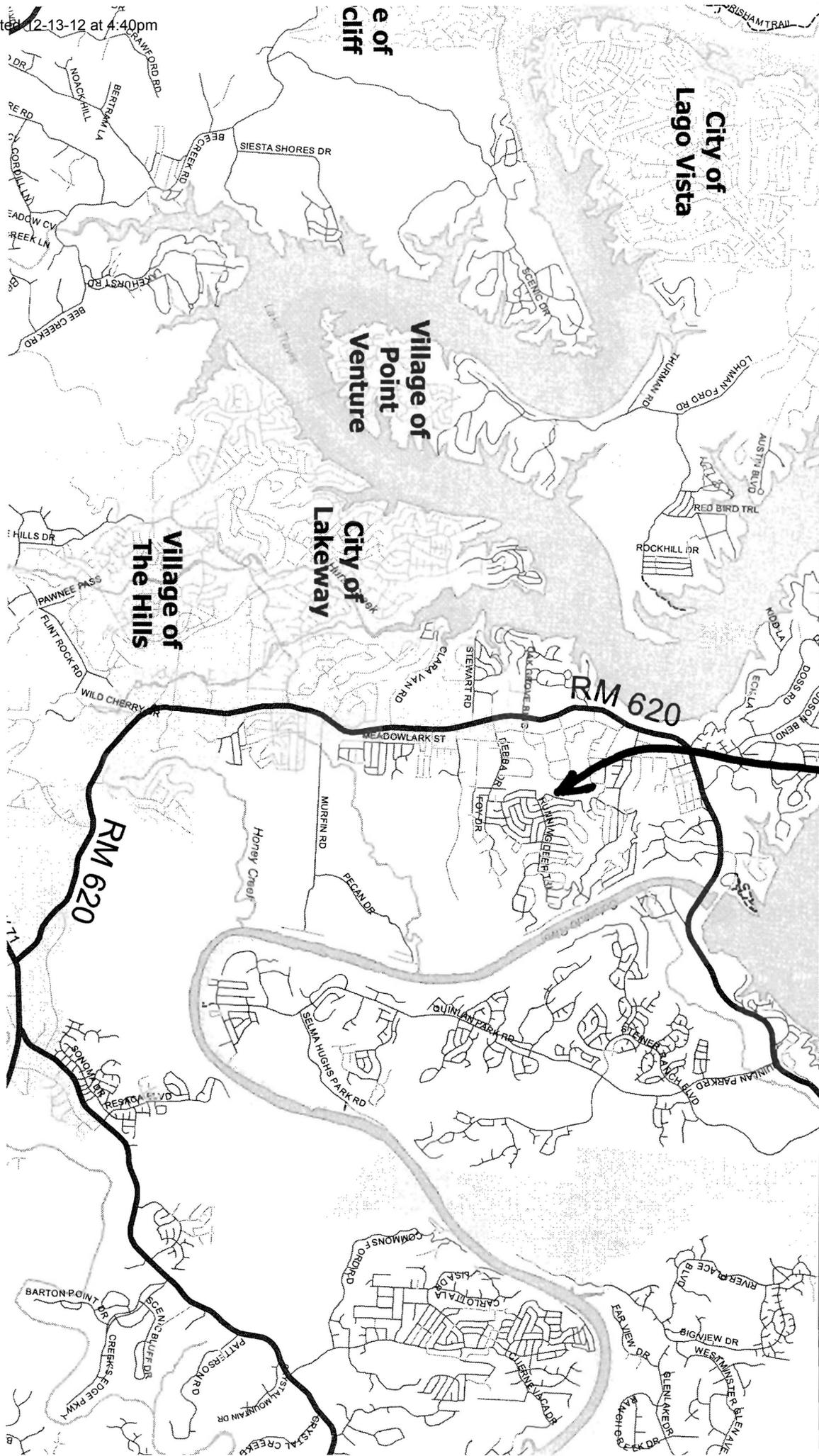
INDIAN CREEK ROAD
50' R.O.W. - Asphalt Pavement

LEGEND
 ■ Conc. Monument Found
 ● Iron Pipe Found
 ● Iron Rod Found
 ○ Iron Rod Set
 ▲ Nail Found
 ▲ Nail Set
 () Record Information
 Date 6/23/05
 Scale 1"=20'
 Invoice No. 22582
 Work Order No. 22582

The undersigned does hereby certify that this survey was the made on the ground of the property legally described hereo is correct, and that there are no visible discrepancies, con boundary line conflicts, encroachments, overlapping of impro visible utility easements or roadways, except as shown hereo that said property has access to and from a dedicated roa except as shown hereon.

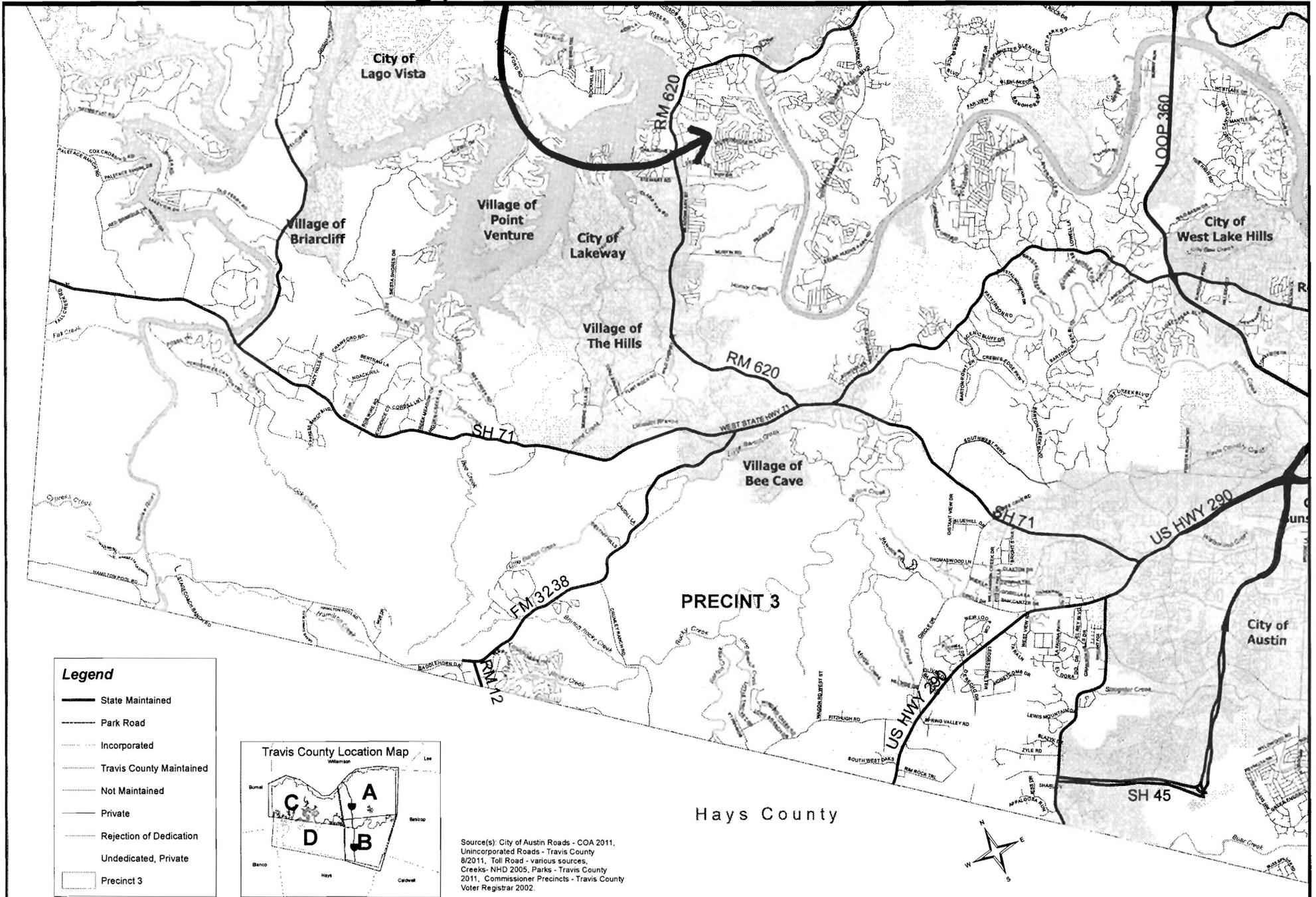
The property described hereon is not located in a design Flood hazard area, according to map panel 481026 0285 of the June 16, 1993 Flood Insurance Rate Ma for Travis County, Texas.

DOUG SEELIG LAND SURVEYORS, P.C.
3802 Manchaca Road - Austin, Texas 78704 - Ph. (512) 44



Site

Site



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

Travis County Roadways, Map D



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



Item 14

Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

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

AB

Department Head: Steven M. Mammie, 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 43 and 44 of Cardinal Hills Estates Unit 14 – 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 43 and 44 of Cardinal Hills Estates Unit 14. The PUEs are dedicated per plat note. The subject lots front on RR 620, a highway maintained by the State of Texas.

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

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the property owner constructed a building directly over the subject easements. Vacating the subject easements will allow the property owner to clear up some title and encroachment issues.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps

1101 - Development Services - Cardinal Hills Estates Unit 14

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owners request the vacation of two five foot wide public utility easements located along the common lot line of Lots 43 and 44 of Cardinal Hills Estates Unit 14 as recorded in Volume 53, Page 36 of the Travis County Plat Records;

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

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the 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 18, 2012 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 43 and 44 of Cardinal Hills Estates Unit 14, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2012.

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

HOLT CARSON, INC.
PROFESSIONAL LAND SURVEYORS

**1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990**

October 10, 2012

FIELD NOTE DESCRIPTION FOR THE RELEASE OF A PORTION OF THOSE 5 FOOT WIDE PUBLIC UTILITY EASEMENTS DEDICATED PER PLAT WHICH LIE ON EACH SIDE OF THE COMMON LOT LINE OF LOTS 43 AND 44, CARDINAL HILLS UNIT 14, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53 PAGE 36 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOTS HAVING BEEN CONVEYED TO PRESTIGE INVESTMENTS LLC. BY DEED RECORDED IN DOCUMENT NO. 2002024289 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING for reference at a ½ inch iron rod found in the west line of Lot 79, Cardinal Hills Unit 14, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 53 Page 36 of the Plat Records of Travis County, Texas, and being at the east common corner of Lots 44 and 45 of said Cardinal Hills Unit 14, and from which a ½ inch iron rod found in the east right-of-way line of R.M. Highway 620 at the west common corner of said Lots 44 and 45 bears N 83 deg. 44' 48" W 299.98 ft.;

THENCE with the common line of said Lots 44 and 79, S 07 deg. 24' 00" W 100.11 ft. to a calculated point at the east common corner of Lots 43 and 44 of said Cardinal Hills Unit 14, and from which a ½ inch iron rod found at the west common corner of Lots 79 and 80 of said Cardinal Hills Unit 14 bears S 07 deg. 24' 00" W 39.79 ft.;

THENCE with the common line of said Lots 43 and 44, N 83 deg. 42' 36" W 5.00 ft. to a point in the west line of a 5 foot wide public utility easement dedicated per plat of said Cardinal Hills Unit 14 at the PLACE OF BEGINNING of the herein described area for release;

THENCE with the west line of said 5 foot wide public utility easement on a course 5 feet from and parallel to the common line of said Lots 43 and 79, S 07 deg. 24' 00" W 5.00 ft. to a point in the south line of a second 5 foot wide public utility easement dedicated per plat of said Cardinal Hills Unit 14, and being at the southeast corner of this area for release;

THENCE crossing the interior of said Lot 43 with the south line of said second 5 foot wide public utility easement, on a course 5 feet from and parallel to the common line of said Lots 43 and 44, N 83 deg. 42' 36" W 281.59 ft. to a calculated point in the east right-of-way line of R.M. Highway 620 at the southwest corner of this area for release;

page 2 of 2
partial release of public utility easements

THENCE with the east right-of-way line of R. M. Highway 620, 10.05 ft. along the arc of a curve to the left, having a radius of 2941.79 ft, and chord bearing N 00 deg. 23' 58" E 10.05 ft., to a calculated point at the intersection of the north line of a third 5 foot wide public utility dedicated per plat of said Cardinal Hills Unit 14, and being at the northwest corner of this area for release;

THENCE crossing the interior of said Lot 44 with the north line of said third 5 foot wide easement, on a course 5 ft. from and parallel to the common line of said Lots 43 and 44, S 83 deg. 42' 36" E 282.81 ft. to a point in the west line of the 5 foot wide public utility easement first described herein, and being at the northeast corner of this area of release;

THENCE with the west line of said 5 foot wide public utility easement first described herein, S 07 deg. 24' 00" W 5.00 ft. to the Place of Beginning, containing 2,820 square feet of land.

PREPARED: October 10, 2012

BY:



Anne Thayer
Registered Professional Land Surveyor No. 5850



see sketch 761054

SCALE: 1"=30'

updated 12-13-12 at 4:40pm

LOT 45

Bearing Basis
N83°44'48"W 299.98'

Point of Reference

5' P.U.E. per plat

15' electric
and telephone
easement per
Doc. No. 2004055688

CARDINAL HILLS
ESTATES UNIT 14
VOLUME 53 PAGE 36

LOT 44

Prestige Investments LLC
Document No. 2002024289

Public Utility
Easement
to be released
2,820 square feet.

rock

building

S83°42'36"E 282.8'

5' P.U.E. per plat

5' P.U.E. per plat

N83°42'36"W 281.59'

LOT 43

S07°24'00"W
5.00'

S07°24'00"W
5.00'

S07°24'00"W
39.79'

N83°42'36"W
5.00'

LOT
79

LOT
80

S07°27'55"W 60.06'

Place of Beginning

761054

R-291479
N00°23'58"E
C-A-1005

N00°04'48"E 90.52'

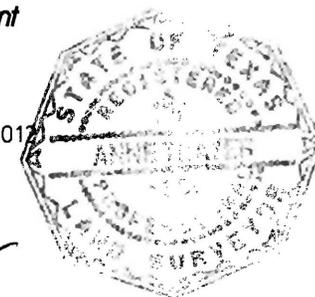
N00°13'44"E
C-A-493' R-291479

SKETCH TO ACCOMPANY FIELD NOTES FOR
THE RELEASE OF A PORTION OF THOSE 5 FOOT
WIDE PUBLIC UTILITY EASEMENTS DEDICATED
PER PLAT WHICH LIE ON EACH SIDE OF THE
COMMON LOT LINE OF LOTS 43 AND 44, CARDINAL
HILLS UNIT 14, A SUBDIVISION IN TRAVIS COUNTY,
TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN VOLUME 53 PAGE 36 OF THE PLAT
RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOTS
HAVING BEEN CONVEYED TO PRESTIGE
INVESTMENTS LLC BY DEED RECORDED IN
DOCUMENT NO. 2002024289 OF THE OFFICIAL
PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND

- ⊙ 1/2" Iron Rod Found
- ⊕ Calculated Point

PREPARED: October 10, 2012
BY:
Anne Thayer



Anne Thayer
Registered Professional Land Surveyor No. 5850

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

Prossner and Associates, Inc.

Consulting Engineers

2601 Chitina Court
Cedar Park, Texas 78613
(512) 918-3343

RECEIVED

OCT 11 2012

**TRAVIS COUNTY - TNR
PERMITS DEPARTMENT**

October 9, 2012

Travis County TNR
411 West 13th Street
P.O. Box 1748
Austin, Texas 78767

Re: Request for a PUE release for Prestige Centre – 2209 RR 620 North

Sirs,

This correspondence is being sent as a request for the release of two (2) parallel 5 foot PUE's located along the common property line between Lots 43 and 44, Cardinal Hills Estates Unit 14. The site is located at 2209 RR 620 North and is fully developed. During development a building was erected without the benefit of survey staking and it resulted in the structure being placed directly over the existing PUE's as shown on the attached sketch. The structure is currently being served water by WC&ID No. 17 and electric service is from Austin Energy. Wastewater is on site septic and gas is on site propane. To our knowledge there are no other utilities with the exception of telephone/cable which we assume is on the existing overhead electric service poles.

We would appreciate your consideration of this request such that the Owner can clear up some Title issues. Should you require any additional information, please contact our office.

Sincerely,



Kurt M. Prossner, P.E.
President

cc: Mr. Paul Milsap

file:prestige/easement release letter.doc

Oct 17 12:11:43a

Prossner and Associates

512-918-2431

p.6



TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 834-9383
FAX (512) 834-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 2209 RR 620 North which is the common lot line between Lots 43 and 44 of the Cardinal Hills Estates Unit 14 Subdivision and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature
 Sonny Poole

 Printed Name
 Mgr. PIRES

 Title
 Austin Energy

 Utility Company or District
 October 26, 2012

 Date

Please return this completed form to:

Prossner and Associates, Inc.
13377 Pond Springs Road, Suite 104
Austin, Texas 78729
512-918-2431 fax or
pandai@swbell.net email

Prossner and Associates, Inc.

From: "Engler, Tommie" <tommie.engler@peci.com>
To: <pandai@swbell.net>
Sent: Tuesday, October 23, 2012 8:09 AM
Attach: Cardinal Hill - Req Release.pdf
Subject: Release of Easement

We found these on a random fax. We have no facilities in this area. Electric utilities would be Austin Energy.

Tommie J. Engler
Legal Administrator
Pedernales Electric Cooperative, Inc.
P. O. Box 1
Johnson City, Texas 78636
(830) 868-4941 office
(830) 868-5018 fax

CONFIDENTIALITY NOTICE: The information contained in this e-mail, including any attachments, is confidential and may be legally privileged; it is intended only for the use of the intended recipient or recipients. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution, or use of this information is strictly prohibited. If you have received this communication in error, please contact us immediately at the telephone number or e-mail address set forth above and destroy all copies of the original message.



TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

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STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry A. Marley
Reviewed by: Henry Marley
10.22.12

Travis County WCID #17
3812 Eck Lane
Austin, TX 78734

D. S. Gernes
Signature
Deborah S. Gernes
Printed Name
General Manager
Title
TRAVIS Cty WCID 17
Utility Company or District
10.23.12
Date 10/18/2012

Please return this completed form to:

Prossner and Associates, Inc.
13377 Pond Springs Road, Suite 104
Austin, Texas 78729
512-918-2431 fax or
pandai@swbell.net email



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND Prestige Investments, LLC, 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:

Lots 43 and 44, Cardinal Hills Estates, Unit 14, Deed of record in Document 2002024289, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 53, Page 36, 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 43 and 44, 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 22nd day of OCTOBER, 2012

SOUTHWESTERN BELL TELEPHONE COMPANY

Richard Laine Reed

Name : *RICHARD LAINE REED*

Title: *MANAGER ENGINEERING DESIGN*

THE STATE OF *TEXAS*
COUNTY OF *TRAVIS*

BEFORE ME, the undersigned authority, on this day personally appeared *RICK REED*, 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 *22nd* day of *OCTOBER*, 201*2*

Rebecca K. Hogue
Notary Public in and for the State of *TEXAS*
My Commission Expires *Jan 16, 2013*





TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 2209 RR 620 North which is the common lot line between Lots 43 and 44 of the Cardinal Hills Estates Unit 14 Subdivision and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature
Laurie Schumpert
Printed Name
Sr. Designer
Title
Time Warner Cable - Central TX
Utility Company or District
October 9, 2012
Date

Please return this completed form to:

Prossner and Associates, Inc.
13377 Pond Springs Road, Suite 104
Austin, Texas 78729
512-918-2431 fax or
pandai@swbell.net email

Oct 17 12 12:17p

Prossner and Associates

512-918-2431

p.6



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILA, P.E. COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9583
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 2209 RR 620 North which is the common lot line between Lots 43 and 44 of the Cardinal Hills Estates Unit 14 Subdivision and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Jesse Trevino
Signature
JESSE TREVINO
Printed Name
UTILITY Designer
Title
ONCOR Electric Delivery
Utility Company or District
10/19/12
Date

Please return this completed form to:

Prossner and Associates, Inc.
13377 Pond Springs Road, Suite 104
Austin, Texas 78770
512-918-2431 fax or
pandai@swbell.net email



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 five foot wide public utility easements sign was posted on November 26, 2012, on the easterly side of RM 620 along the common lot line of Lots 43 and 44 of Cardinal Hills Estates Unit 14 at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 27 DAY OF November, 2012.

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

cc: Garcia (sign shop)



**NOTICE OF
PUBLIC HEARING**

DECEMBER 18, 2012 AT 9:00 AM

PUBLIC UTILITY EXEMPT DECISION

TO APPROVE THE VARIATION OF TWO FIVE
FOOT WIDE PUBLIC UTILITY EXEMPTS
LOCATED ALONG THE COMMON LOT LINE
OF LOTS 43 AND 44 OF CARDINAL HILLS
ESTATES UNIT 14 - A SUBDIVISION IN
PRECINCT THREE

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

S99/10N



NOTICE OF PUBLIC HEARING

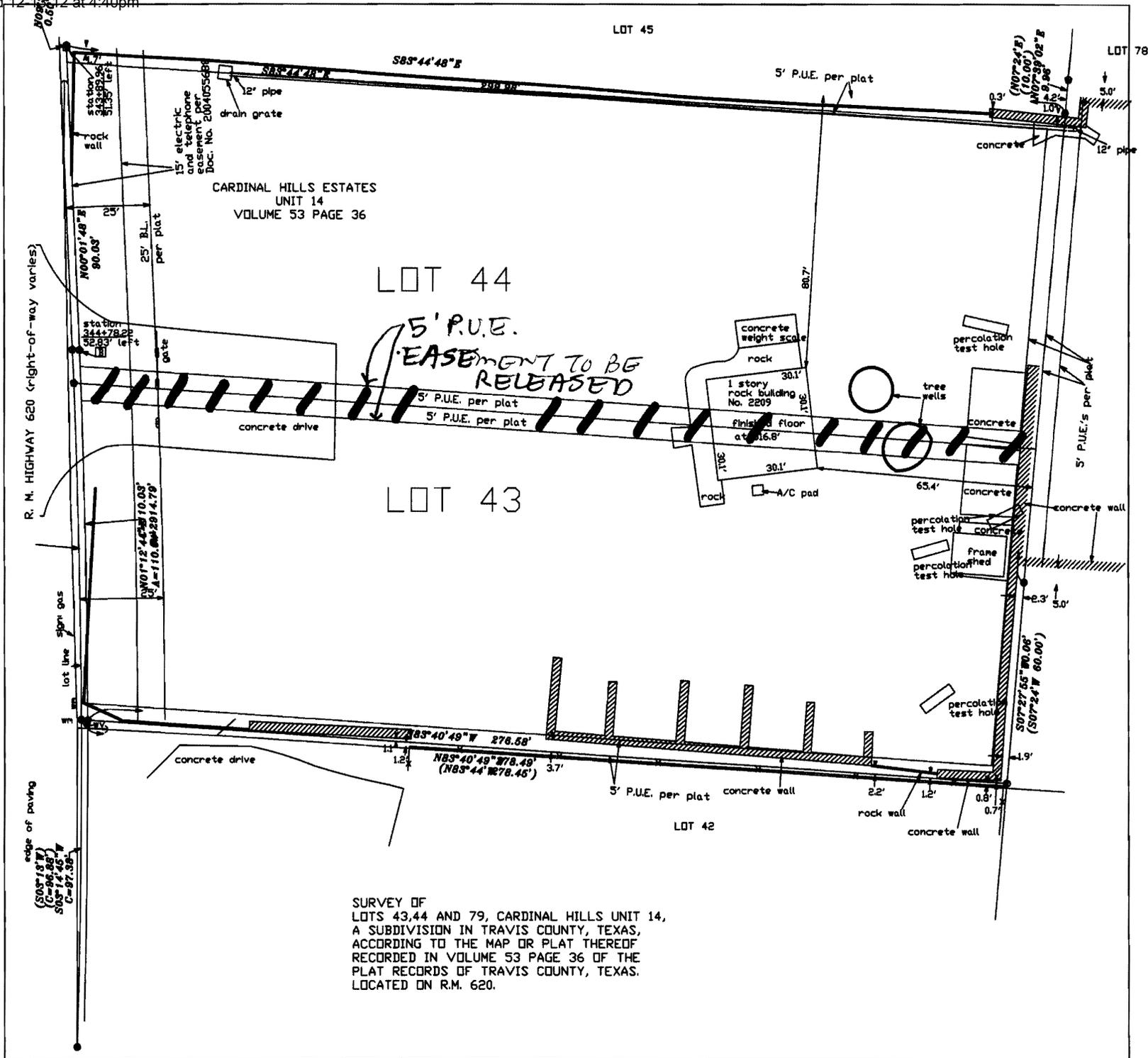
DECEMBER 18, 2012 AT 9:00 AM

PUBLIC UTILITY EASEMENT VACATION

**TO APPROVE THE VACATION OF TWO FIVE
FOOT WIDE PUBLIC UTILITY EASEMENTS
LOCATED ALONG THE COMMON LOT LINE
OF LOTS 43 AND 44 OF CARDINAL HILLS
ESTATES UNIT 14 – A SUBDIVISION IN
PRECINCT THREE**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET AUSTIN, TX**

FOR MORE INFORMATION CALL 854-9383



SURVEY OF
 LOTS 43, 44 AND 79, CARDINAL HILLS UNIT 14,
 A SUBDIVISION IN TRAVIS COUNTY, TEXAS,
 ACCORDING TO THE MAP OR PLAT THEREOF
 RECORDED IN VOLUME 53 PAGE 36 OF THE
 PLAT RECORDS OF TRAVIS COUNTY, TEXAS.
 LOCATED ON R.M. 620.



**TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES
PERMIT TO CONSTRUCT AN ON-SITE SEWAGE FACILITY**

****TO BE VALID, BOTH THIS PERMIT AND A COUNTY ISSUED
DEVELOPMENT PERMIT MUST BE POSTED ON THE SITE****

		RECEIPT NUMBER:	4312
		PERMIT NUMBER:	2004-OS-0600
		FILE BAR CODE NUMBER:	4989753
SITE ADDRESS:	2209 Ranch Road 620 North	JURIS:	03
LEGAL DESCRIPTION:	Lots 43 & 44, Cardinal Hills Unit 14	TRMT:	02
OWNER'S NAME:	Prestige Investments, LLC	DISP:	09
PERMITTED FLOW:	32 gpd	WELL:	No
STRUCTURE TYPE:	900 square foot office	MAINT:	Yes

THIS PERMIT IS HEREBY ISSUED TO CONSTRUCT AN ON-SITE SEWAGE FACILITY ON THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH THE PLAN PREPARED BY Jim Bettridge, R.S. (registration #3516) WITH THE FOLLOWING COMPONENTS:

- One Norweco Model 950 w/PC (500 gpd) aerobic treatment unit with built-in trash tank, 997 gallon pump tank, Sta-Rite Model 20DOM05121 pump, 100 micron filter
- One drip irrigation drainfield with a total of 192 linear feet of Netafim Bioine drip tubing with 0.6 gph emitters spaced on 2' centers, total effective area of 384 sq. ft

STANDARD REQUIREMENTS

- See the letter of review accompanying this Permit for special requirements.
- Construct per designer's plan and the letter of review. If for any reason construction cannot proceed exactly as specified, STOP CONSTRUCTION, contact the On-Site Wastewater Program at (512)854-9383 and have the designer submit a revised plan for review and issuance of a new Permit. All appropriate fees must be submitted with the revised plan, and a 30-day review period may be required.**
- Be advised that under Texas Water Law, an owner of real property who changes the quantities and/or velocities of stormwater runoff onto downstream property may be strictly liable in damages for any damages caused by such changed stormwater runoff.
- This property may be located within the habitat boundaries of the Golden-Cheeked Warbler, an endangered species. Issuance of this Permit to Construct an On-Site Sewage Facility does not assure compliance with the Endangered Species Act. For information, please call Travis County Transportation and Natural Resources Department, (512) 854-9383.
- The issuance of this Permit is not verification that this tract of land has been subdivided in accordance with the laws and regulations governing subdivision of land. It is also not, therefore, a guarantee of future provision of other utility services to this tract of land.
- A License to Operate this system will not be issued until a final inspection is passed. It is unlawful to use this on-site sewage facility until a License to Operate has been issued.**
- All installation work must be performed by a Texas Commission for Environmental Quality Registered Installer. If this system requires a maintenance contract, the maintenance company must meet the requirements as defined in 30 TAC, Chapter 285.
- The use of explosives is not permitted for the construction of this on-site sewage facility.

This on-site sewage facility must meet all of the requirements of the Rules Of Travis County, Texas For On-Site Sewage Facilities.

THIS PERMIT TO CONSTRUCT SHALL EXPIRE TWELVE MONTHS FROM ISSUE DATE.

Digitally signed by Rodney Sherrill
Date: 2012.07.30 07:35:28 CDT

Issue Date: July 30, 2012

N 83°40'02" W 278.49

LOT 43

10' SETBACK WATERLINE

102



LOT 44

101

ENTIRE SITE SEEMS DEDICATED TO PARKING AND MATERIALS
TANK AND FIELD AREA MUST BE FENCED
TO PROTECT IT FROM TRAFFIC

5' PUE
1' SETBACK

VACUUM BREAKER

BARRIER FENCE

1" RETURN LINE

5' SETBACK

OFFICE

RISERS MUST EXTEND ALL TANK
ACCESS PORTS SO THAT THEY ARE ABOVE
FINAL GRADE AND EASILY ACCESSIBLE

NORWECO CONTROL PANEL
(SERVICEPRO DRIP DIGITAL TIMER)

2-WAY CLEANOUT

NORWECO 960-500GPD W/PC

PH2

SCOUR VALVE
(USE ONLY WHEN FLUSHING FIELD)

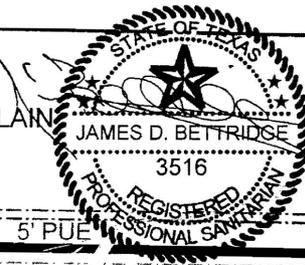
40 PSI REGULATOR

100 MICRON FILTER

25' SETBACK FROM BREAK

THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN

ROCK WALL

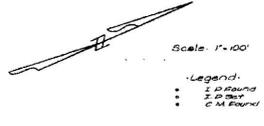


5' PUE

S 7°24'00" W 199.97

SHEET 2 OF 2	SCALE 1" = 20'	DATE 07-26-12 JOB NO. # 5358 DRAWN BY JDB	PROJECT: 2209 RANCH ROAD 620 N LOTS 43 AND 44 CARDINAL HILLS UNIT 14	SHEET DESCRIPTION: OSSF DESIGN	JIM BETTRIDGE, R.S. 128 HIGHLANDER AUSTIN, TX 78734 (512) 261-4295
-----------------	-------------------	--	---	-----------------------------------	---

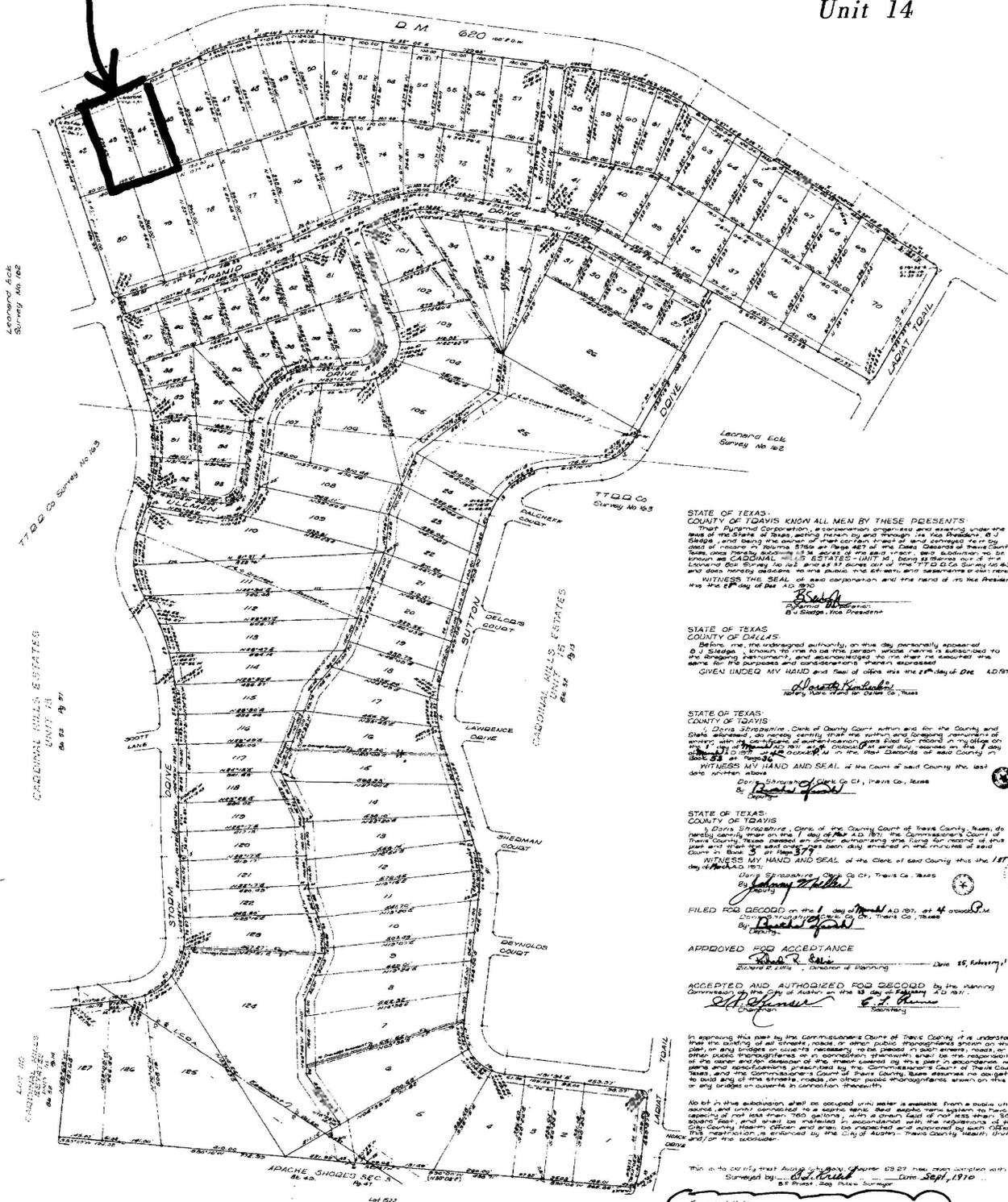
Site



CARDINAL HILLS ESTATES Unit 14

Table with columns 1-10 and rows A-I, containing numerical data for survey points.

NOTE: Curves on E.M. Road No. 620 are shown as they were found on the ground and do not conform with the Texas Highway Department Curve Data.



STATE OF TEXAS. COUNTY OF TARRANT KNOW ALL MEN BY THESE PRESENTS: That BUNNIE CORPORATION, a corporation organized and existing under the laws of the State of Texas acting through its Vice President, B.J. Sledge, and being the owner of other certain tract of land situated in the County of Tarrant, State of Texas, and being the owner of the same, do hereby declare, to the public, the effect, and substance of the same, to be as follows: WITNESS THE SEAL of said corporation and the hand of its Vice President, this 15th day of Dec AD 1971

STATE OF TEXAS. COUNTY OF DALLAS. Before me, the undersigned authority, on this day personally appeared B.J. Sledge, 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 considerations therein expressed. GIVEN UNDER MY HAND AND SEAL of said office this 15th day of Dec AD 1971

STATE OF TEXAS. COUNTY OF TARRANT. I, Davis Strickland, Clerk of County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument is a true and correct copy of the original instrument as filed for record in my office on the 15th day of Dec AD 1971 in the Plat Book of said County in the 187th page of the records.

STATE OF TEXAS. COUNTY OF TARRANT. I, Davis Strickland, Clerk of the County Court of Tarrant County, Texas, do hereby certify that on the 15th day of Dec AD 1971, the Commissioners Court of Tarrant County, Texas passed an order authorizing the filing for record of this plat and that the same has been duly entered in the minutes of said Court.

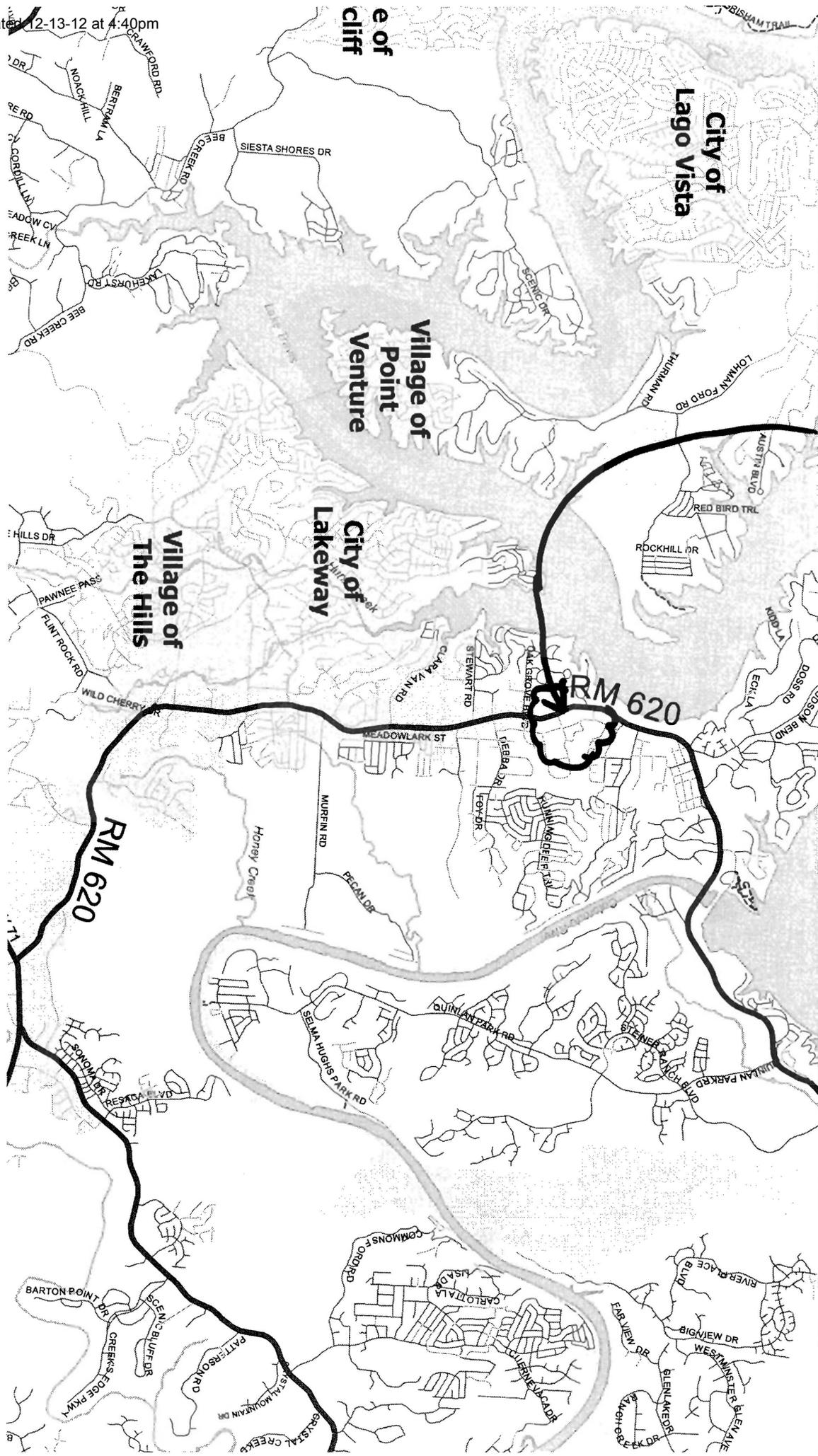
FILED FOR RECORD on the 15th day of Dec AD 1971, at 4 o'clock P.M. By: [Signature]

APPROVED FOR ACCEPTANCE [Signature] Date: 15, February, 1971

ACCEPTED AND AUTHORIZED FOR RECORD by the Planning Commission February 15, 1971. [Signature]

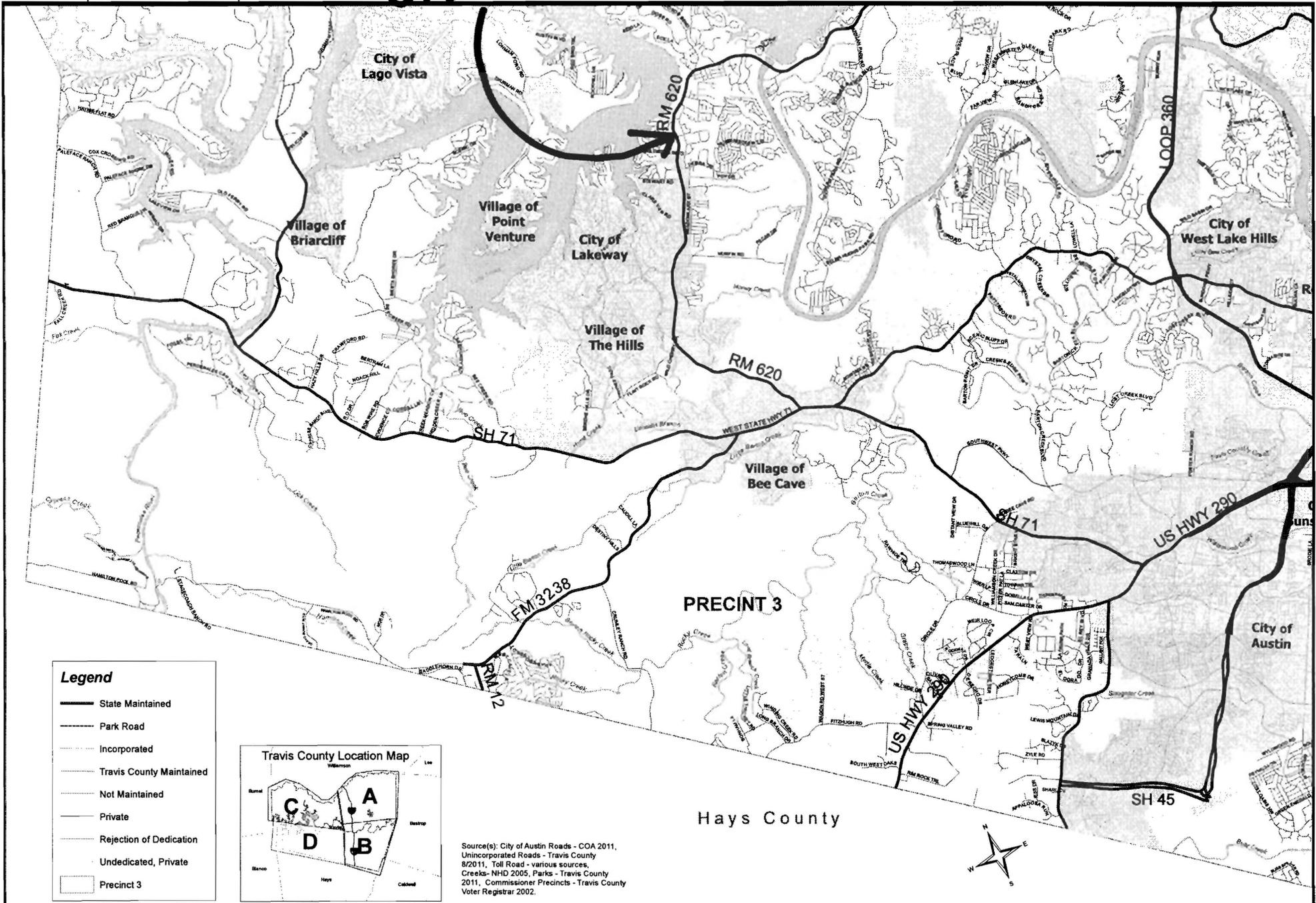
In approving this plat by the Commissioners Court of Tarrant County, it is understood that the plat and all services thereon are subject to the public health regulations of the State of Texas and any bridges or culverts necessary to be placed in such streets, roads, or alleys, and the location of the same, shall be subject to the approval of the State Health Officer and any other agencies having jurisdiction over the same.

Assessment Note: In addition to the assessments shown on this plat, an assessment for public utilities is hereby dedicated on all lots in this subdivision as an assessment for public utilities.



Site

Site



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

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

Travis County Roadways, Map D



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



Item 15

Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

Division Director/Manager: Anna M. Bowlin ACCP, Division Director of Development Services 

Paul B. Scoggins

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 the following in Precinct Three:

A) the use of three alternative fiscal agreements for Vistancia, Sections One, Two, and Three; and

B) the use of three cash security agreements for the fiscal posting for Vistancia, Sections One, Two, and Three.

BACKGROUND/SUMMARY OF REQUEST:

The developer/owner of the subject subdivisions requests to enter into three alternative fiscal agreements with Travis County. Under these agreements the plats will be held in abeyance while the street and drainage facilities are constructed.

The developer also requests to post cash for the fiscal postings. To post cash the developer must enter into a cash security agreement with Travis County for each project.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the use of the subject agreements meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

Under Alternative Fiscal the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services authorizes the issuance of a Basic Development Permit for construction of the street and drainage facilities.

Plat Status

Staff has reviewed the plats and all comments have been addressed. The plats meet current standards and have everything in place such that they could be recommended for approval and recordation at this time.

Restoration/Erosion Control Fiscal

The fiscal for the subdivisions' restoration and improvements have been posted with Travis County using cash security agreements. The amounts \$49,021.50, \$72,045.00, and \$22,414.00 respectively.

Access to Publicly Maintained Road

Vistancia, Section 1 takes access from Hamilton Pool Road, a street maintained by the State of Texas. Section Two takes access from Section One. Lastly, Section Three takes access from Section Two. All three are entering into alternative fiscal status through the approval of this motion.

Waste Water Service

Wastewater service for these subdivisions will be OSSF.

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permits #12-2241 #12-1226, and #12-1715 respectively. The estimated costs of the improvements is \$373,747.25, \$126,394.75, and \$109,137.50 respectively. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternate fiscal. Three Extension of Sixty-Day Period for Completed Plat Application Final Action agreements are also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Alternative Fiscal Acknowledgment (3)

Exhibit "A" – Description (3)

Cash Security Agreement (3)

Extension of Sixty-Day Period (3)

Proposed Plat (3)

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:

Don Grigsby	Engineer	Development Services	854-7560

AB:SM:ps

1101 - Development Services - Vistancia, Sections 1, 2, and 3

§ EXHIBIT 82.401 (D)

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit “A”**, which is attached hereto and made a part hereof. The Owner requests that Travis County’s Transportation and Natural Resources Department (“TNR”) hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the “Standards”) to the satisfaction of the County Executive of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Basic Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision’s description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

Alternative Fiscal

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 2 of 3

Executed this 20 day of NOVEMBER, 2012.

OWNER: SA Springs, LP

Address: 8655 S. PRIEST DR.

By: [Signature]

TEMPE, AZ 85284

Name: JOHN CORK

Phone: (480) 820-0977

Title: PRESIDENT

Fax: (480) 839-5859

Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day of NOVEMBER, 2012, by JOHN CORK in the capacity stated herein.

[Signature]
Notary Public in and for the State of Texas

Terry Cole
Printed or typed name of notary



My Commission Expires: _____

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 20, in the capacity stated herein.

Notary Public in and for the State of Texas

My commission expires: _____

Printed or typed name of notary

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 3 of 3

SAMPLE EXHIBIT "A" OR FIELD NOTES

EXHIBIT "A"

That certain tract of land described as _____
subdivision is _____ acres, being a portion of that same tract of land described in
Volume _____, Page _____ of the Real Property Records of Travis County, Texas, or
Doc# _____ of the Official Public Records, as delineated on a plat under the same
name which will be held in abeyance until approval is granted by the Travis County
Commissioners' Court.

32.772 Acres
Vistancia Sec. 1

1 of 3

DESCRIPTION OF A 32.772 ACRE TRACT LOCATED IN THE JUAN RODRIGUEZ SURVEY NO. 42 AND THE S.H. ROBINSON SURVEY NO. 97, ALL IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 100.675 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2012184483 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 32.772 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with "STAUDT" cap found in the south right-of-way (R.O.W) line of Hamilton Pool Road (variable width R.O.W), same being a northwest corner of said 100.675 acre tract, and also being the northeast corner of Lot 1, Hill Top Manor a subdivision of record in Book 62, Page 84 of the Plat Records, Travis County, Texas for the **POINT OF BEGINNING**;

THENCE with the south R.O.W line of said Hamilton Pool Road, same being a north line of said 100.675 acre tract the following seven (7) courses and distances:

1. N71°35'54"E, a distance of 14.53 feet to a concrete TXDOT Type I monument found,
2. N75°33'31"E, a distance of 105.23 feet to a concrete TXDOT Type I monument found,
3. N66°06'38"E, a distance of 104.58 feet to a 1/2 inch iron rod with "STAUDT" cap found,
4. N57°27'06"E, a distance of 178.29 feet to a concrete TXDOT Type I monument found,
5. N57°17'58"E, a distance of 239.19 feet to a 1/2 inch iron rod with "STAUDT" cap found,
6. N23°42'31"W, a distance of 1.44 feet to a concrete TXDOT Type I monument found, and
7. N55°40'31"E, a distance of 438.85 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found for a northeast corner of said 100.675 acre tract, same being a northwest corner of a called 1.91 acre tract conveyed to David S. and Ann Hodges in Volume 9182, Page 508, Deed Records, Travis County, Texas;

THENCE leaving the south R.O.W line of said Hamilton Pool Road and with an east line of said 100.675 acre tract, same being a west line of said 1.91 acre tract and a west line of a called 8.04 acre tract conveyed to David S. and Ann Hodges in Volume 13128, Page 366, Real Property Records, Travis County, Texas, S30°27'41"E, a distance of 1101.51 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found;

THENCE leaving said common line and crossing said 100.675 acre tract the following three (3) courses and distances:

1. S34°58'47"W, a distance of 443.10 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found,

32.772 Acres
Vistancia Sec. 1

2 of 3

2. S58°41'26"E, a distance of 73.57 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found, and
3. S31°18'34"W, a distance of 381.83 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found in a south line of said 100.675 acre tract, same being a north line of Montebella Subdivision;

THENCE with said common line the following five (5) courses and distances:

1. N43°36'22"W, a distance of 34.55 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found,
2. N53°34'02"W, a distance of 251.72 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found,
3. N60°43'29"W, a distance of 288.03 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found,
4. N56°45'38"W, a distance of 330.44 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found, and
5. N69°45'39"W, a distance of 476.43 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found for a west corner of said 100.675 acre tract, same being a northwest corner of said Montebella Subdivision, same being the northeast corner of Lot 6 of said Montebella Subdivision and also being the southeast corner of Lot 6 of said Hill Top Manor;

THENCE with an east line of said Hill Top Manor, same being a west line of said 100.675 acre tract the following four (4) courses and distances:

1. N22°54'28"E, a distance of 70.30 feet to a 1/2 inch iron rod found,
2. N38°15'15"E, a distance of 70.70 feet to a 1/2 inch iron rod with "STAUDT" cap found,
3. N01°58'25"E, a distance of 141.45 feet to a nail found, and

32.772 Acres
Vistancia Sec. 1

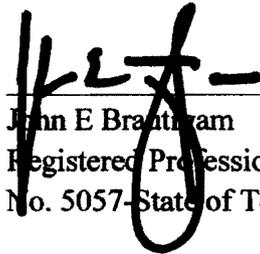
3 of 3

4. N08°38'20"E, a distance of 209.30 feet to the **POINT OF BEGINNING** and containing 32.772 acres of land, more or less.

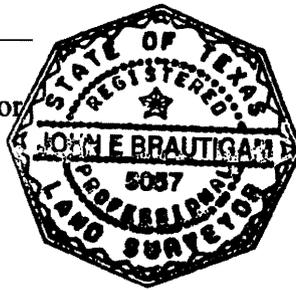
BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E. Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during September 2011, and updated in August of 2012 and is true and correct to the best of my knowledge and belief.

Date: 11-7-12



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas
DEVELOPER: SA Springs, LP
ESCROW AGENT: Travis County Treasurer
AMOUNT OF SECURITY: \$49,021.50
SUBDIVISION: VISTANCIA SECTION 1
DATE OF POSTING:
EXPIRATION DATE: Three Years, or more, from Date of Posting

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

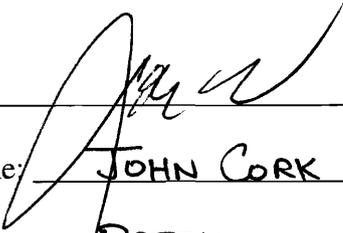
The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards"). No further substantiation of the necessity of the draw is required by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

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

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

Cash Security Agreement
Page 2

DEVELOPER

By: 
Name: JOHN CORK
Title: PRESIDENT
Date: 11/20/12

ADDRESS OF DEVELOPER

SA SPRINGS, LP
8655 S. PRIEST DR.
TEMPE, AZ 85284
Phone: (480) 820-0977

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

§ EXHIBIT 82.401 (D)

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit “A”**, which is attached hereto and made a part hereof. The Owner requests that Travis County’s Transportation and Natural Resources Department (“TNR”) hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the “Standards”) to the satisfaction of the County Executive of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Basic Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision’s description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

Alternative Fiscal

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 2 of 3

Executed this 20 day of NOVEMBER, 2012.

OWNER: SAN SPRINGS, LP

Address: 8655 S. PRIEST DR.

By: [Signature]

TEMPE, AZ 85284

Name: JOHN CORK

Phone: (480) 820-0977

Title: PRESIDENT
Authorized Representative

Fax: (480) 839-5859

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day of NOVEMBER, 2012, by JOHN CORK in the capacity stated herein

[Signature]
Notary Public in and for the State of Texas

Terry Cole
Printed or typed name of notary



My Commission Expires: _____

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 20__, in the capacity stated herein.

Notary Public in and for the State of Texas

Printed or typed name of notary

My commission expires: _____

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 3 of 3

SAMPLE EXHIBIT "A" OR FIELD NOTES

EXHIBIT "A"

That certain tract of land described as _____
subdivision is _____ acres, being a portion of that same tract of land described in
Volume _____, Page _____ of the Real Property Records of Travis County, Texas, or
Doc# _____ of the Official Public Records, as delineated on a plat under the same
name which will be held in abeyance until approval is granted by the Travis County
Commissioners' Court.

22.812 Acres
Vistancia Sec. 2

1 of 3

DESCRIPTION OF A 22.812 ACRE TRACT LOCATED IN THE JUAN RODRIGUEZ SURVEY NO. 42 AND THE S.H. ROBINSON SURVEY NO. 97, ALL IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 100.90 ACRE TRACT DESCRIBED IN DOCUMENT NUMBERS 2007172621 AND 2007175689, BOTH OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 22.812 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1 inch iron pipe found in a west line of a called 58.140 acre tract conveyed to Saati Family Trust in Document Number 2004209951 of the Official Public records, Travis County, Texas, same being the southeast corner of a called 14.95 acre tract conveyed to Karen Lefevre in Volume 660, Page 205 of the Deed Records, Travis County, Texas and also being a northeast corner of said 110.90 acre tract for the **POINT OF BEGINNING**;

THENCE with the west line of said 58.140 acre tract, same being an east line of said 100.90 acre tract, S30°27'55"E, a distance of 619.64 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set;

THENCE leaving said common line and crossing said 100.90 acre tract the following nine (9) courses and distances:

1. S68°06'18"W, a distance of 167.42 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
2. S81°50'23"W, a distance of 239.55 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
3. S75°48'45"W, a distance of 207.09 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
4. S72°42'58"W, a distance of 62.79 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
5. S69°06'16"W, a distance of 97.20 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
6. S51°08'58"W, a distance of 120.59 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
7. S80°18'00"W, a distance of 219.93 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
8. With the arc of a curve to the right a distance of 63.20 feet, through a central angle of 3°43'59", having a radius of 970.00 feet, and whose chord bears S07°50'06"E, a distance of 63.19 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set, and
9. S84°01'59"W, a distance of 372.17 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set in a west line of said 100.90 acre tract, same being an east line of Montebella Subdivision a subdivision of record in Document Number 201000112 of the Official Public Records, Travis County, Texas;

22.812 Acres
Vistancia Sec. 2

2 of 3

THENCE with said common line the following three (3) courses and distances:

1. N14°12'48"W, a distance of 119.17 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
2. N22°00'08"W, a distance of 249.66 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set, and
3. N43°36'22"W, a distance of 205.25 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set;

THENCE leaving said common line and crossing said 100.90 acre tract the following three (3) courses and distance:

1. N31°18'34"E, a distance of 381.83 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
2. N58°41'26"W, a distance of 73.57 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set, and
3. N34°58'47"E, a distance of 443.10 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set in an east line of said 100.90 acre tract, same being a west line of a called 8.04 acre tract conveyed to David S. and Anne Hodges on Volume 13128, Page 366 of the Real Property Records, Travis County, Texas;

THENCE with said common line, S30°27'41"E, a distance of 732.29 feet to a 1/2 inch iron rod found for a southwest corner of said 8.04 acre tract same being an ell corner of said 100.90 acre tract;

22.812 Acres
Vistancia Sec. 2

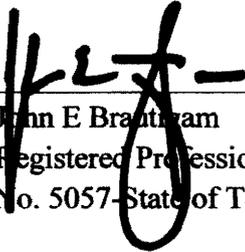
3 of 3

THENCE with a north line of said 100.90 acre tract, same being a south line of said 8.04 acre tract, also being a south line of a called 1.91 acre tract conveyed to David S. and Anne Hodges in Volume 9182, Page 508 of the Deed Records, Travis County, Texas, and also being a south line of said 14.95 acre tract, N59°30'11"E, a distance of 702.82 feet to the **POINT OF BEGINNING** and containing 22.812 acres of land, more or less.

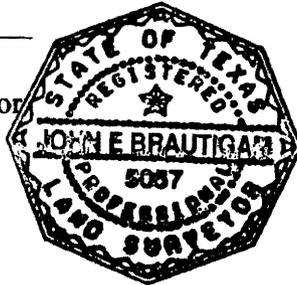
BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E. Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during September 2011, and updated in August of 2012 and is true and correct to the best of my knowledge and belief.

Date: 10-23-12



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas
DEVELOPER: SA SPRINGS, LP
ESCROW AGENT: Travis County Treasurer
AMOUNT OF SECURITY: \$ 72,045.00
SUBDIVISION: VISTANCIA SECTION 2
DATE OF POSTING:
EXPIRATION DATE: Three Years, or more, from Date of Posting

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

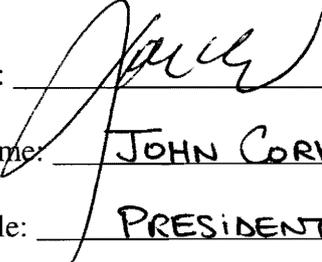
The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards). No further substantiation of the necessity of the draw is required by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

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

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

Cash Security Agreement
Page 2

DEVELOPER

By: 
Name: JOHN CORK
Title: PRESIDENT
Date: 11/20/12

ADDRESS OF DEVELOPER

SA SPRINGS, LP
8655 S. PRIEST DR.
TEMPE, AZ 85284
Phone: (480) 820-0977

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

§ EXHIBIT 82.401 (D)

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit “A”**, which is attached hereto and made a part hereof. The Owner requests that Travis County’s Transportation and Natural Resources Department (“TNR”) hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the “Standards”) to the satisfaction of the County Executive of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Basic Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision’s description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

Alternative Fiscal

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 2 of 3

Executed this 20 day of NOVEMBER, 2012.

OWNER: SA Springs, LP

Address: 8655 S. PRIEST DR.

By: [Signature]

TEMPE, AZ 85284

Name: JOHN CORK

Phone: (480) 820-0977

Title: PRESIDENT

Fax: (480) 839-5859

Authorized Representative

ACKNOWLEDGEMENT

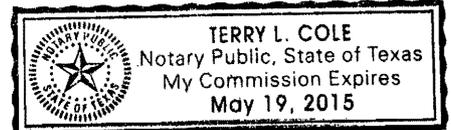
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day of NOVEMBER, 2012, by JOHN CORK in the capacity stated herein.

[Signature]
Notary Public in and for the State of Texas

Terry Cole
Printed or typed name of notary



My Commission Expires: _____

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 20, in the capacity stated herein.

Notary Public in and for the State of Texas

My commission expires: _____

Printed or typed name of notary

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 3 of 3

SAMPLE EXHIBIT "A" OR FIELD NOTES

EXHIBIT "A"

That certain tract of land described as _____
subdivision is _____ acres, being a portion of that same tract of land described in
Volume_____, Page _____ of the Real Property Records of Travis County, Texas, or
Doc#_____ of the Official Public Records, as delineated on a plat under the same
name which will be held in abeyance until approval is granted by the Travis County
Commissioners' Court.

9.965 Acres
Vistancia Sec. 3

1 of 2

DESCRIPTION OF A 9.965 ACRE TRACT LOCATED IN THE JUAN RODRIGUEZ SURVEY NO. 42 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 100.90 ACRE TRACT DESCRIBED IN DOCUMENT NUMBERS 2007172621 AND 2007175689, BOTH OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 9.965 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in a south corner of said 100.90 acre tract, same being a north line of Montebella Subdivision a subdivision of record in Document Number 201000112 of the Official Public Records, Travis County, Texas, for the **POINT OF BEGINNING**;

THENCE with the north and east lines of said Montebella Subdivision, same being the south and west lines of said 100.90 acre tract the following three (3) courses and distances:

1. N53°53'17"W, a distance of 400.23 feet to a 1/2 inch iron rod found,
2. N12°10'32"E, a distance of 350.24 feet to a 1/2 inch iron rod found, and
3. N14°12'48"W, a distance of 221.34 feet to a 1/2 inch iron rod found;

THENCE leaving said common line and crossing said 100.90 acre tract the following eight (8) courses and distance:

1. N84°01'59"E, a distance of 372.17 feet to a 1/2 inch iron rod with DELTA cap set,
2. With a curve to the left a distance of 63.20 feet, through a central angle of 3°43'59", having a radius of 970.00 feet, and whose chord bears N07°50'06"W, a distance of 63.19 feet to a 1/2 inch iron rod with DELTA cap set;
3. N80°18'00"E, a distance of 219.93 feet to a 1/2 inch iron rod with DELTA cap set,
4. S09°04'01"E, a distance of 268.15 feet to a 1/2 inch iron rod with DELTA cap set;
5. With a curve to the right a distance of 15.61 feet, through a central angle of 1°14'33", having a radius of 720.00 feet, and whose chord bears S81°49'34"W, a distance of 15.61 feet to a 1/2 inch iron rod with DELTA cap set;
6. S07°33'10"E, a distance of 60.01 feet to a 1/2 inch iron rod with DELTA cap set,
7. S04°30'56"W, a distance of 390.32 feet to a 1/2 inch iron rod with DELTA cap set, and
8. S39°58'30"W, a distance of 129.63 feet to a 1/2 inch iron rod with DELTA cap set in the north line of the said Montebella Subdivision;

THENCE with said common line the following two courses and distances:

9.965 Acres
Vistancia Sec. 3

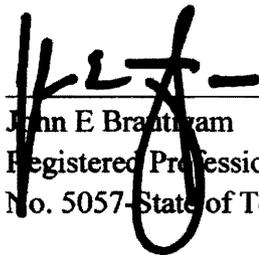
2 of 2

1. N71°54'36"W, a distance of 27.28 feet to a 1/2 inch iron rod with DELTA cap set,
and
2. S53°37'43"W, a distance of 210.23 feet to the **POINT OF BEGINNING** and
containing 9.965 acres of land, more or less.

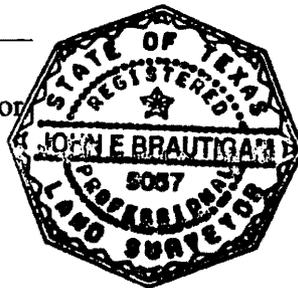
BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E. Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during September 2011, and updated in August of 2012 and is true and correct to the best of my knowledge and belief.

Date: 10-23-12



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas
DEVELOPER: SA SPRINGS, LP
ESCROW AGENT: Travis County Treasurer
AMOUNT OF SECURITY: \$ 22,414.00
SUBDIVISION: VISTANCIA SECTION 3
DATE OF POSTING:
EXPIRATION DATE: Three Years, or more, from Date of Posting

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

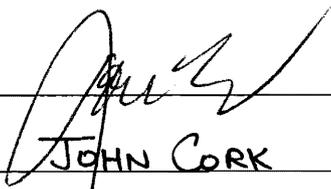
The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards). No further substantiation of the necessity of the draw is required by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

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

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

Cash Security Agreement
Page 2

DEVELOPER

By: 
Name: JOHN CORK
Title: PRESIDENT
Date: 11/20/12

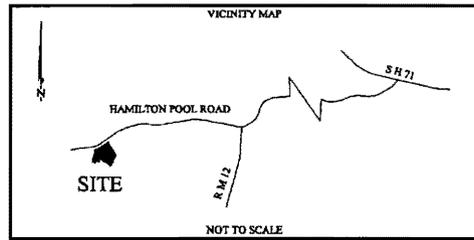
ADDRESS OF DEVELOPER

SA SPRINGS, LP
8655 S. PRIEST DR.
TEMPE, AZ 85284
Phone: (480) 820-0977

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

VISTANCIA SECTION ONE



TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT SA SPRINGS, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN AND THROUGH JOHN CORK, PRESIDENT, OWNER OF 32.772 ACRES OF LAND LOCATED IN THE JUAN RODRIGUEZ SURVEY NUMBER 42, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 100.675 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2012184483 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE SAID 32.772 ACRES PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS VISTANCIA SECTION ONE, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREBON, AND DO HEREBY DEDICATE TO THE PUBLIC, THE STREETS, AND EASEMENTS HEREBON, SUBJECT TO ANY EASEMENTS AND OR RESTRICTIONS GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS ____ DAY OF _____, 201__ A.D.

BY: _____ DATE _____
JOHN CORK
9655 SOUTH PRIEST DRIVE
TEMPE, ARIZONA 85284

STATE OF _____
COUNTY OF _____
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN CORK, 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 AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
MY COMMISSION EXPIRES: _____, 201__ A.D.

NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48453C0395H, DATED SEPTEMBER 26, 2008.
I, DAVID T. SMITH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DAVID T. SMITH, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 67565
DAVID T. SMITH, P.E.
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738

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

I, JOHN E BRAUTIGAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY NOT FOR RECORDATION

DATE _____
JOHN E BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5057 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745

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, OR 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 PRIVATE IMPROVEMENTS, 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 COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS.

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

OWNERS IN THE SUBDIVISION ARE SUBJECT TO THE HOME OWNERS AGREEMENT IN DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY WATER QUALITY NOTES, COUNTY CODE CHAPTER 82

- NO CUT OR FILL ON ANY LOT MAY EXCEED 8 FEET, EXCLUDING DRIVEWAYS. (§2.209(D))
- BUFFER ZONE EASEMENTS FOR ENVIRONMENTALLY VALUABLE FEATURES (§2.209(C)), INCLUDING BLUFFS, CANYON RIMROCKS, POINT RECHARGE FEATURES, WETLANDS, SPRINGS, AND INCLUDING ALL DRAINAGE EASEMENTS DESIGNATED AS WATER QUALITY BUFFERS, HAVE THE FOLLOWING RESTRICTIONS:
 - NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE;
 - CONSTRUCTION IS PROHIBITED.
 - WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
 - RESIDENTIAL YARDS AND HIKING TRAILS MAY BE LOCATED WITHIN THE BUFFER IF AT LEAST 50 FEET FROM THE FEATURE.
- THE WATERWAY BUFFER ZONE EASEMENT MUST REMAIN UNDEVELOPED EXCEPT FOR:
 - FENCES WHICH DO NOT OBSTRUCT FLOOD FLOWS
 - PARK OR SIMILAR OPEN SPACE USE, LIMITED TO HIKING, JOGGING, OR WALKING TRAILS AND OUTDOOR FACILITIES, AND EXCLUDING STABLES AND CORALS FOR ANIMALS, IS PERMITTED ONLY IF A PROGRAM OF FERTILIZER, PESTICIDE OR HERBICIDE USE IS APPROVED.
 - UTILITY LINE CROSSINGS, IF DESIGNED AND CONSTRUCTED TO MINIMIZE SITE DISTURBANCE AND WATERWAY POLLUTION TO THE GREATEST EXTENT PRACTICABLE.
 - DETENTION BASINS AND FLOODPLAIN ALTERATIONS ARE PERMITTED IF THE REQUIREMENTS OF CODE SECTION 82.207 AND OTHER PROVISIONS OF THIS CHAPTER ARE MET.
- CONSTRUCTION ACTIVITIES ON INDIVIDUAL LOTS ARE REQUIRED TO IMPLEMENT TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROLS (ESCS) FOR PROTECTION OF STORM WATER RUNOFF QUALITY. LOT CONSTRUCTION ACTIVITIES DISTURBING ONE ACRE AND GREATER, OR LESS THAN ONCE ACRE AND PART OF A LARGER COMMON PLAN OF DEVELOPMENT, ARE ALSO REQUIRED TO IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN WITH BEST MANAGEMENT PRACTICES (BMPs) INCLUDING ESCS.
- THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ANY AND ALL PERMANENT STORM WATER QUALITY CONTROLS REQUIRED BY THE TRAVIS COUNTY CODE OR THE TEXAS COMMISSION FOR ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER CONTRIBUTING ZONE PROGRAM, 39 TAC, CHAPTER 113, IN A PROPER MANNER CONSISTENT WITH COUNTY AND STATE STANDARDS. THESE RESPONSIBILITIES SHALL BE DESCRIBED IN A WRITTEN AGREEMENT SIGNED BY THE LANDOWNER AND PROVIDED TO THE COUNTY, IF DEEMED NECESSARY BY THE COUNTY PRIOR TO FINAL COMPLETION AND ACCEPTANCE OF ANY APPLICABLE IMPROVEMENTS. THE OWNER SHALL REMAIN RESPONSIBLE FOR MAINTENANCE UNTIL THE MAINTENANCE OBLIGATION IS EITHER ASSUMED IN WRITING BY ANOTHER ENTITY HAVING OWNERSHIP OR CONTROL OF THE PROPERTY, INCLUDING AN OWNERS ASSOCIATION, A DISTRICT, OR A MUNICIPALITY, OR OWNERSHIP OF THE PROPERTY IS TRANSFERRED TO ANOTHER ENTITY. A COPY OF THE ASSUMPTION OR TRANSFER OF RESPONSIBILITY SHALL BE FILED WITH THE COUNTY WITHIN 30 DAYS OF THE TRANSFER.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 201__ A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY _____

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 ____ DAY OF _____, 201__ A.D., AT ____ O'CLOCK ____ M., DULY RECORDED ON THE ____ DAY OF _____, 201__ A.D., AT ____ O'CLOCK ____ M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS.

DEPUTY _____

NO OBJECT, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.

PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.

ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.

A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

THIS PLAT IS IN TRAVIS COUNTY AND NO CITY'S ETI.

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM.

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.

THE WATER SHALL BE SUPPLIED BY THE DEER CREEK WATER COMPANY.

THE WASTEWATER SERVICE SHALL BE SUPPLIED BY OSSF.

RESIDENT NOTE:

A TEN (10) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE SIDES AND REAR OF ALL LOTS SHOWN HEREON.

A TWENTYFIVE (25) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE FRONTS OF ALL LOTS SHOWN HEREON.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM

NO ON-SITE WASTEWATER SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WELL.

NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.

RESIDENTIAL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING AND APURTENANT STRUCTURES PER LOT.

THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

STACEY SCHEFFEL DATE
ON-SITE WASTEWATER PROGRAM
TRAVIS COUNTY - TNR

LOT 1, BLOCK C MAY BE USED AS A COMMERCIAL LOT.

LOTS 1 AND 2, BLOCK B, AND LOT 1, BLOCK C, ARE PROHIBITED FROM DIRECT DRIVEWAY ACCESS TO HAMILTON POOL ROAD (RM 3238).

PROPERTY OWNERS OWN THEIR RESPECTIVE PORTIONS OF JOINT USE ACCESS EASEMENTS AND ARE REQUIRED TO MAINTAIN THE EASEMENTS AND ANY COMMON DRIVEWAYS.

THE FOLLOWING USES ARE PROHIBITED WITHIN ANY OF THE BOUNDARIES OF TRAVIS COUNTY BUFFER ZONES, POOLS, HOUSEPADS, DETACHED GARAGES, CARPORTS, PLAYSCAPES, POOL HOUSES AND ANY SEPTIC RELATED FACILITIES.

ALLOWED USES ARE: FENCES, UTILITY LINES, HIKING, JOGGING AND WALKING TRAILS.

THESE RESTRICTIONS APPLY TO:
BLOCK B - LOTS 1 THRU 8
BLOCK C - LOTS 1, 2, 3, 6, 7, 8, & 9.

DRIVEWAY ACCESS TO THE FOLLOWING LOTS IS LIMITED TO THE STREETS LISTED IN THE TABLE BELOW:

BLOCK C, LOT 7 - WINDECKER COVE
BLOCK C, LOT 12 - WINDECKER COVE

WITHIN A SIGHT DISTANCE EASEMENT ANY OBSTRUCTION OF SIGHT DISTANCE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF COMMISSIONERS' COURT AT OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

DRAINAGE AND LATERAL SUPPORT EASEMENTS TO THE LIMITS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR THE CONSTRUCTION, MAINTENANCE, AND THE RIGHT TO PLACE EARTHEN FILL FOR DRAINAGE AND LATERAL SUPPORT FOR PUBLIC ROADWAYS ON THIS PLAT. PROPERTY OWNERS MAY USE THEIR PROPERTY WITHIN THESE EASEMENTS ONLY IN THOSE WAYS THAT ARE CONSISTENT WITH THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF THE DRAINAGE AND LATERAL SUPPORT EASEMENTS DEDICATED HEREIN. PROPERTY OWNERS MAY DO NOTHING THAT WOULD IMPAIR, DAMAGE, OR DESTROY THE DRAINAGE AND LATERAL SUPPORT EASEMENTS. TRAVIS COUNTY AND ITS SUCCESSORS AND ASSIGNS HAVE THE RIGHT TO USE SO MUCH OF THE SURFACE OF THE PROPERTY WITHIN THE EASEMENTS AS MAY BE REASONABLY NECESSARY TO CONSTRUCT, INSTALL, AND MAINTAIN DRAINAGE AND LATERAL SUPPORT FACILITIES WITHIN THE EASEMENTS.

PARKLAND FEES FOR 22 LOTS HAVE BEEN SATISFIED WITH THIS PLAT.

ESMT. LINE AND CURVE TABLES

LINE	BEARING	DISTANCE
L1	S84°13'55"E	278.99
L2	N11°48'12"E	62.89
L3	N62°02'39"E	144.77
L4	N62°33'19"W	191.38
L5	N31°46'13"E	83.32
L6	N11°02'22"W	91.88
L7	N04°04'08"W	18.25

L8	N56°49'38"W	20.58
L9	N44°43'21"W	144.11
L10	N48°48'22"W	185.19
L11	N45°12'52"W	38.34
L12	N48°11'50"W	143.94
L13	N31°11'34"E	35.01
L14	N54°43'34"W	165.88
L15	N45°43'21"W	149.83
L16	N39°57'27"E	47.22
L17	N39°57'27"E	107.43
L18	S83°21'24"E	133.89
L19	S72°24'19"E	62.11
L20	S84°52'56"W	39.71
L21	S57°06'03"W	178.41
L22	S59°42'28"W	84.37
L23	S66°12'52"W	183.68
L24	S84°13'17"E	218.12
L25	S34°13'17"E	38.65
L26	S07°25'20"E	128.87
L27	S56°46'41"E	49.80
L28	S07°25'20"E	144.11
L29	S53°46'33"E	29.88
L30	S39°25'22"E	96.29
L31	S39°25'22"E	98.69
L32	N73°42'54"W	29.40
L33	N87°25'29"W	38.17
L34	N50°36'43"W	49.84
L35	N67°25'28"W	148.45
L36	N34°13'17"E	72.64
L37	N54°43'34"W	34.39
L38	N11°25'17"E	39.12
L39	N73°33'31"E	46.47
L40	N54°43'34"E	28.73
L41	S33°27'24"E	24.09
L42	S52°44'49"E	28.28
L43	N84°53'17"E	131.57
L44	N73°33'34"E	11.61
L45	N68°46'33"E	168.08
L46	S72°25'29"E	89.81
L47	N48°42'48"E	28.28
L48	S78°26'18"E	103.28
L49	S73°27'19"E	116.82
L50	N86°27'22"E	41.30
L51	N46°42'49"E	140.18
L52	S50°27'41"E	83.55
L53	S30°27'41"E	1.72
L54	N58°41'28"E	10.26
L55	N01°44'33"E	193.28
L56	N07°12'39"E	100.33
L57	N11°18'34"E	37.99
L58	N14°57'19"E	113.62
L59	N09°47'07"E	104.62
L60	N85°54'17"E	33.23
L61	N31°12'22"E	39.38
L62	N29°17'48"E	44.91
L63	N06°56'22"E	80.03
L64	S48°03'23"E	5.67
L65	N45°34'17"E	33.08
L66	N09°31'22"E	44.45
L67	N79°17'48"E	40.14
L68	N06°56'22"E	90.25
L69	S48°03'23"E	45.19
L70	N62°42'40"E	195.11
L71	N54°10'10"E	24.63
L72	N73°39'26"E	192.53
L73	N31°27'09"E	137.42
L74	N41°11'57"E	134.49
L75	N58°42'40"E	99.29
L76	N01°44'33"E	180.65
L77	N07°12'39"E	103.62
L78	N13°18'54"W	32.56
L79	N11°57'19"E	108.42
L80	N09°47'07"E	110.32
L81	S47°11'57"E	102.80
L82	S31°27'09"E	132.22
L83	S21°29'28"E	116.46
L84	S35°12'40"E	61.57
L85	S40°55'26"W	19.84
L86	S31°52'02"E	19.39
L87	S33°38'45"W	38.17
L88	S60°39'29"E	16.18
L89	N74°31'41"W	17.88
L90	S58°41'26"E	147.62
L91	N66°12'55"E	231.87
L92	N58°24'28"E	89.57
L93	N61°20'03"E	186.62
L94	N84°52'58"E	31.12
L95	N78°26'18"E	105.58
L96	S38°03'23"E	92.08
L97	N44°50'46"E	106.42
L98	N66°12'55"E	56.84
L99	S24°25'30"W	173.71
L100	N69°04'48"W	49.23
L101	N10°45'15"E	61.57
L102	N69°01'23"W	102.60

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C0	21.00	12.55	12.89	N14°33'17"E	34°13'52"
C01	330.00	21.82	28.81	N02°47'57"E	5°01'15"
C02	869.93	113.65	112.88	N13°14'59"E	7°26'46"
C03	630.00	63.40	63.27	N17°08'58"E	5°49'57"
C04	270.00	62.97	62.83	N09°51'18"E	13°21'44"
C05	270.00	36.94	36.90	N07°09'40"E	7°50'16"
C06	260.00	164.74	162.80	N00°54'32"W	36°18'13"
C07	330.00	33.12	33.11	S09°33'51"W	5°45'04"
C08	270.00	23.66	23.65	S24°47'57"W	5°01'15"
C09	220.00	3.75	3.75	S11°54'10"W	0°58'37"
C10	456.72	192.60	191.23	N03°18'13"E	24°10'05"
C11	346.72	36.18	36.18	N48°11'12"E	5°48'39"
C12	81.42	67.63	65.70	N18°09'30"E	4°73'33"
C13	320.00	91.18	90.88	N24°44'54"E	10°19'38"
C14	21.00	7.58	7.54	N58°30'17"E	20°46'52"
C15	260.00	112.40	111.33	S60°00'24"W	24°46'18"
C16	260.00	40.57	40.53	N23°33'53"W	04°50'24"
C17	320.00	61.22	61.12	N02°48'17"W	10°57'48"
C18	320.00	42.48	42.44	N14°41'34"E	7°47'05"
C19	60.00	26.91	26.89	N74°01'19"W	23°42'08"
C20	320.00	39.74	39.74	S33°53'53"W	2°12'39"
C21	427.49	231.34	218.88	N59°12'13"W	29°39'59"
C22	630.00	67.22	67.19	N06°17'44"E	6°06'49"

ROW & LOTS CURVE TABLE

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	25.00	26.25	26.16	N82°27'49"W	47°23'47"
C2	39.99	200.39	119.39	S10°32'38"E	101°23'08"
C3	55.00	22.15	21.44	S69°45'41"E	30°46'28"
C4	280.00	54.24	56.19	S40°04'34"W	115°05'11"
C5	270.00	132.28	130.96	S17°16'28"W	28°04'13"
C6	25.00	39.27	35.36	S76°18'34"W	90°00'00"
C7	25.00	39.31	35.38	S13°38'34"E	90°00'00"
C8	220.00	157.18	154.00	S51°53'00"W	40°59'17"
C9	280.00	185.39	182.40	S53°22'54"W	31°01'01"
C10	260.00	455.87	399.68	N22°09'43"E	100°27'32"
C11	311.320	573.88	499.31	N21°05'13"E	102°36'32"
C12	30.00	36.40	44.68	N78°11'46"W	99°15'25"
C13	30.00	45.57	40.88	S12°48'44"W	83°53'34"
C14	25.00	39.27	35.36	S13°41'56"E	90°00'00"
C15	970.80	87.56	87.73	S33°54'45"W	5°11'01"
C16	1030.00	96.87	96.83	S34°00'13"W	5°23'18"
C17	25.00	39.27	35.36	N70°18'45"E	90°00'00"
C18	60.00	592.49	77.69	N15°23'39"W	33°01'40"
C19	25.00	22.52	21.77	S02°11'06"W	51°57'01"
C20	25.00	20.90	20.30	N12°44'59"E	47°34'46"
C21	60.00	45.57	44.48	S84°28'57"E	43°26'47"
C22	60.00	25.44	25.33	S59°42'15"E	24°17'49"
C23	59.99	67.04	63.60	S06°24'18"E	64°01'22"
C24	59.99	62.36	59.39	S55°22'20"W	39°31'12"
C25	280.00	71.22	71.03	S38°35'47"W	14°54'25"
C26	280.00	129.54	128.39	S39°08'14"W	28°36'56"
C27	320.00	183.71	181.20	N13°46'18"W	34°53'46"
C28	320.00	88.85	88.59	N10°37'50"E	15°43'43"
C29	320.00	300.51	249.39	N43°29'18"E	53°48'23"
C30	60.00	76.70	71.38	N51°29'27"E	73°14'39"
C31	60.00	25.18	25.00	S02°26'18"E	24°05'31"
C32	60.00	29.24	29.04	N23°11'16"W	21°06'50"
C33	60.00	25.26	25.08	N49°15'27"W	24°07'33"
C34	60.00	72.81	71.83	S81°54'39"W	73°21'15"
C35	60.00	59.08	56.65	S16°58'19"W	58°28'23"

USE	LAND USE SCHEDULE	AREA (SF)	AREA (AC)	# OF LOTS
RESIDENTIAL LOTS		1,081,551	24.829	22
COMMERCIAL LOT		45,302	1.040	1
OPEN SPACE LOT		146,274	3.358	1
ROW		154,377	3.544	
TOTAL		1,561,250	32.772	24
TOTAL OVERALL		1,561,250	32.772	24

STREET NAME	STREET WIDTH	STREET LENGTH
CIRRUS DRIVE	24'	1018 L.F.
STRATUS DRIVE	24'	1162 L.F.
WINDECKER COVE	24'	228 L.F.

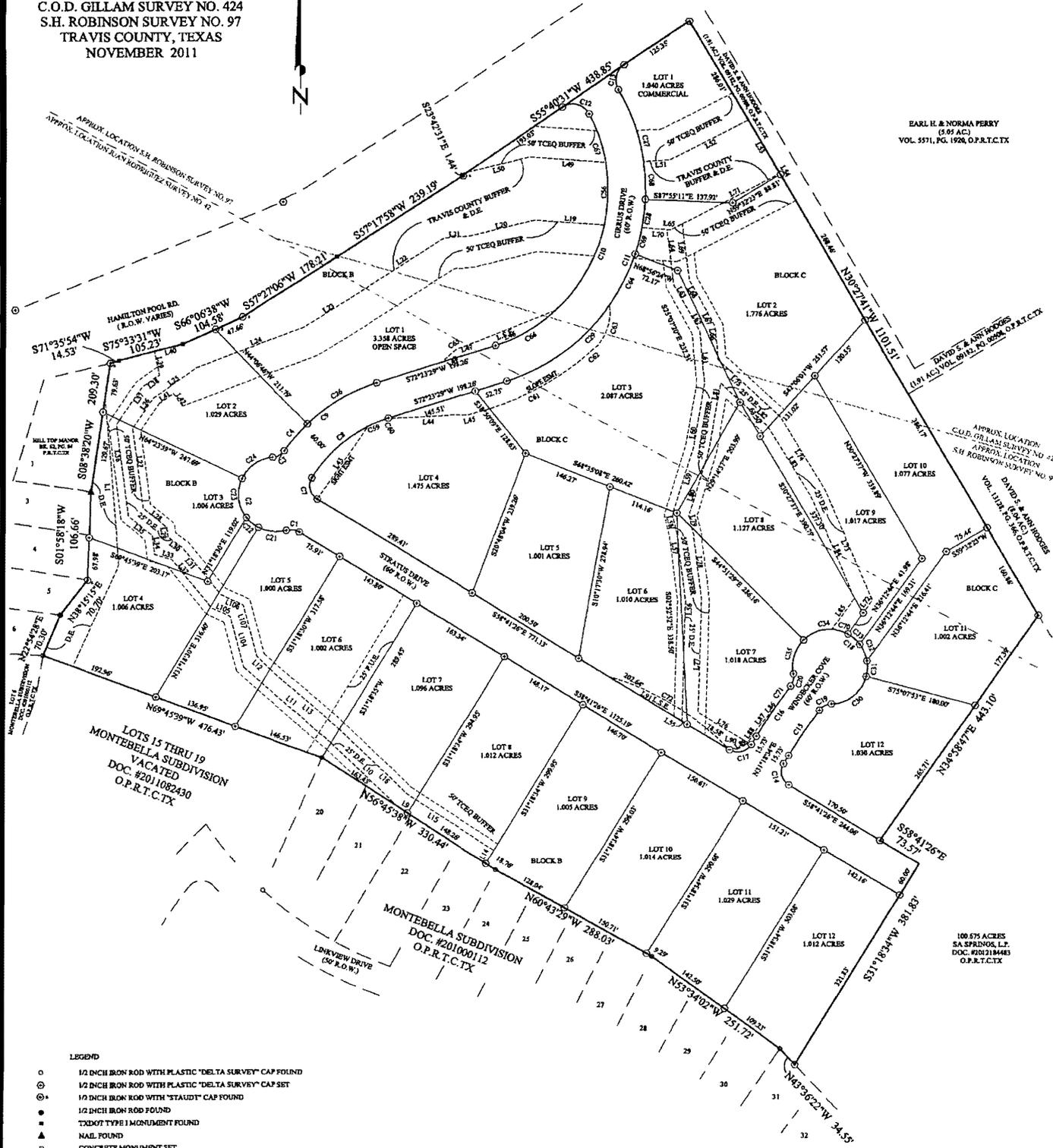
TOTAL: 2408 L.F.



1" = 100'

JUAN RODRIGUEZ SURVEY NO. 42
 C.O.D. GILLAM SURVEY NO. 424
 S.H. ROBINSON SURVEY NO. 97
 TRAVIS COUNTY, TEXAS
 NOVEMBER 2011

EARL H. & NORMA PERRY
 (549 AC)
 VOL. 5571, PG. 1924, O.P.R.T.C.T.X.



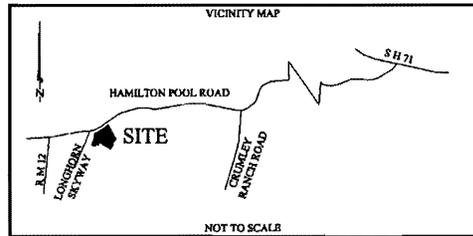
- LEGEND**
- 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP FOUND
 - ⊙ 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP SET
 - ⊙+ 1/2 INCH IRON ROD WITH "STAUDT" CAP FOUND
 - 1/2 INCH IRON ROD FOUND
 - ⊙ 1/2 INCH IRON ROD FOUND
 - ⊙ TxDOT TYPE 1 MONUMENT FOUND
 - ▲ NAIL FOUND
 - ⊙ CONCRETE MONUMENT SET
 - L.S.E. LATERAL SUPPORT EASEMENT
 - D.E. DRAINAGE EASEMENT
- O.P.R.T.C.T.X. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 P.R.T.C.T.X. PLAT RECORDS, TRAVIS COUNTY, TEXAS

SEE SHEET 3 FOR LINE AND CURVE TABLES

Delta Survey Group Inc.
 8213 Brodie Lane Ste. 102 Austin, TX. 78745
 offices: (512) 282-5200 fax: (512) 282-5230

VISTANCLA SECTION ONE

SHEET
 4
 OF
 4



VISTANCIA
SECTION TWO
TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.

TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT SA SPRINGS, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN AND THROUGH JOHN CORK, PRESIDENT, OWNER OF 22.812 ACRES OF LAND LOCATED IN THE JUAN RODRIGUEZ SURVEY NUMBER 42, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 100.675 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2012184483 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE SAID 22.812 ACRES PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS VISTANCIA SECTION ONE, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC, THE STREETS, AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS AND OR RESTRICTIONS GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS ____ DAY OF _____ 201__ A.D.

BY: _____ DATE _____
JOHN CORK
8655 SOUTH PRIEST DRIVE
TEMPE, ARIZONA 85284

STATE OF _____
COUNTY OF _____
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN CORK, 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 AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
MY COMMISSION EXPIRES: _____ 201__ A.D.

NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48453C0395H, DATED SEPTEMBER 26, 2008.

I, DAVID T. SMITH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DAVID T. SMITH, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 67563
DAVID T. SMITH, P.E.
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

I, JOHN E BRAUTIGAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY NOT FOR RECORDATION

DATE _____
JOHN E BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5057 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745

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, OR 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 COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS.

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

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

OWNERS OF LOTS 1,2,3,4,5 AND 6 IN THIS SUBDIVISION ARE SUBJECT TO A JOINT ACCESS DRIVE AGREEMENT RECORDED IN DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

VISTANCIA SECTION 2 AND SECTION 3 MUST BE PLATTED CONCURRENTLY WITH APPROVABLE CONSTRUCTION PLANS AND FISCAL POSTING AND RECORDED TOGETHER BECAUSE OF THE NEED FOR A SECONDARY ACCESS.

PARKLAND FEES FOR 20 LOTS HAVE BEEN SATISFIED WITH THIS PLAT.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 201__, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

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 ____ DAY OF _____, 201__ A.D., AT ____ O'CLOCK ____ M., DULY RECORDED ON THE ____ DAY OF _____, 201__ A.D., AT ____ O'CLOCK ____ M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS.

DEPUTY



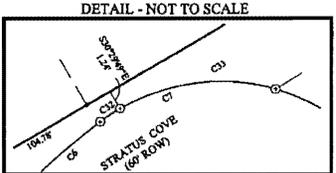
8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

VISTANCIA SECTION TWO

1" = 100'
 JUAN RODRIGUEZ SURVEY NO. 42
 S.H. ROBINSON SURVEY NO. 97
 TRAVIS COUNTY, TEXAS
 NOVEMBER 2011

100.674 ACRES
 SA SPRINGS, L.P.
 DOC. #201218443
 O.P.R.T.C.TX

PROPOSED
 VISTANCIA SEC. ONE



LINE	BEARING	DISTANCE
L1	S66°04'48"E	54.34
L2	S99°30'11"W	72.99
L3	S59°30'11"W	76.32
L4	S59°30'11"W	83.47
L5	S59°30'11"W	94.67
L6	S75°24'49"E	79.71
L7	S75°24'49"E	67.28
L8	S75°24'49"E	54.85
L9	S75°24'49"E	42.43
L10	S80°24'49"E	87.70
L11	S80°24'49"E	87.70
L12	S80°24'49"E	87.70
L13	S80°24'49"E	87.70
L14	S75°28'33"E	71.78
L15	S75°28'33"E	60.31
L16	S75°28'33"E	47.79
L17	S75°28'33"E	35.37
L18	S59°32'05"W	264.15
L19	S59°32'05"W	158.58

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	970.00	83.20	63.19	S07°50'26"E	S143°59'
C2	970.00	829.27	884.34	N34°11'48"W	40°39'21"
C3	1835.00	556.22	549.48	N43°13'15"W	305°02'6"
C4	25.00	37.97	34.42	S11°19'18"E	S70°03'4"
C5	170.00	117.43	115.11	N45°27'01"E	S93°44'2"
C6	230.00	108.43	107.04	S59°07'01"W	S109°40'0"
C7	60.00	249.91	104.53	N46°02'49"E	S131°38'11"
C8	25.00	37.33	33.96	S88°20'16"W	S75°31'11"
C9	230.00	158.88	155.74	N45°27'01"E	S93°44'2"
C10	230.00	37.97	34.42	S21°44'00"W	S70°04'6"
C11	1030.00	217.01	216.61	N15°44'19"W	S12°04'18"
C12	970.00	158.57	150.72	N45°43'15"W	S135°25'
C13	970.00	155.44	155.27	N45°12'22"W	S110°03'3"
C14	970.00	152.42	152.26	N46°06'49"W	S100°11'
C15	970.00	145.16	145.07	N27°19'30"W	S74°28'
C16	970.00	143.11	143.58	N18°47'36"W	S72°20'
C17	970.00	145.26	145.11	N10°15'11"W	S75°48'
C18	1030.00	150.13	150.00	N31°53'2"W	S71°10'3"
C19	1030.00	147.58	147.46	N40°12'22"W	S112°35'
C20	1030.00	123.65	124.97	N47°42'20"W	S102°22'
C21	1030.00	103.55	103.80	N54°03'50"W	S143°58'
C22	1030.00	30.40	30.40	N57°59'43"W	S141°28'
C23	60.00	94.25	84.85	N75°29'50"W	S100°00'1"
C24	60.00	29.30	29.01	N16°30'24"W	S125°58'50"
C25	60.00	23.81	23.66	N08°51'13"E	S124°42'3"
C26	60.00	17.54	17.48	N28°40'02"E	S184°01'2"
C27	60.00	15.58	15.54	N44°24'55"E	S145°23'8"
C28	60.00	84.35	77.57	S87°52'26"E	S103°24'0"
C29	230.00	118.56	117.25	N40°25'44"E	S129°22'0"
C30	230.00	60.37	60.26	N60°13'05"E	S109°23'6"
C31	60.00	7.26	7.22	S56°02'16"W	S105°21'
C32	60.00	48.78	47.44	S82°47'31"W	S45°44'0"
C33	60.00	18.31	18.24	N65°10'34"W	S122°10'
C34	60.00	15.85	15.81	N48°51'53"W	S150°13'
C35	60.00	15.07	15.03	N34°04'04"W	S143°24'
C36	60.00	37.87	37.25	N19°52'54"W	S143°13'
C37	60.00	31.87	31.25	N05°48'15"E	S161°00'1"
C38	60.00	91.45	81.85	N67°33'03"E	S117°19'8"
C39	60.00	28.26	28.26	S76°48'14"W	S68°49'14"
C40	25.00	7.30	7.27	S34°01'39"W	S163°53'7"

1455 AC
 KAREN LEBREW
 VOL. 1460 PG. 205
 O.P.R.T.C.TX

DAVID S. & ANN HODGES
 (1.04 AC)
 VOL. 1112 PG. 366
 R.P.R.T.C.TX

SEE DETAIL
 ABOVE

1.91 AC
 DAVID S. & ANN HODGES
 VOL. 0912 PG. 98
 R.P.R.T.C.TX

51.140 AC
 SAATI FAMILY TRUST
 DOC. NO. 200420951
 O.P.R.T.C.TX

100.674 ACRES
 SA SPRINGS, L.P.
 DOC. #201218443
 O.P.R.T.C.TX

100.674 ACRES
 SA SPRINGS, L.P.
 DOC. #201218443
 O.P.R.T.C.TX

- LEGEND
- 1/2 INCH IRON ROD WITH PLASTIC 'DELTA SURVEY' CAP FOUND
 - ⊙ 1/2 INCH IRON ROD WITH PLASTIC 'DELTA SURVEY' CAP SET
 - ⊙ 1/2 INCH IRON ROD WITH 'STAUDT' CAP FOUND
 - 1/2 INCH IRON ROD FOUND
 - TxDOT TYPE 1 MONUMENT FOUND
 - ▲ NAIL FOUND
 - ▲ CONCRETE MONUMENT SET
 - L.S.E. LATERAL SUPPORT EASEMENT
 - D.E. DRAINAGE EASEMENT
 - O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - P.R.T.C.TX PLAT RECORDS, TRAVIS COUNTY, TEXAS

EVFBZ = 50' ENVIRONMENTALLY VALUABLE FEATURE BUFFER ZONE

Delta Survey Group Inc.
 8213 Brodie Lane Ste. 102 Austin, TX, 78745
 office: (512) 282-5200 fax: (512) 282-5230

VISTANCIA SECTION TWO

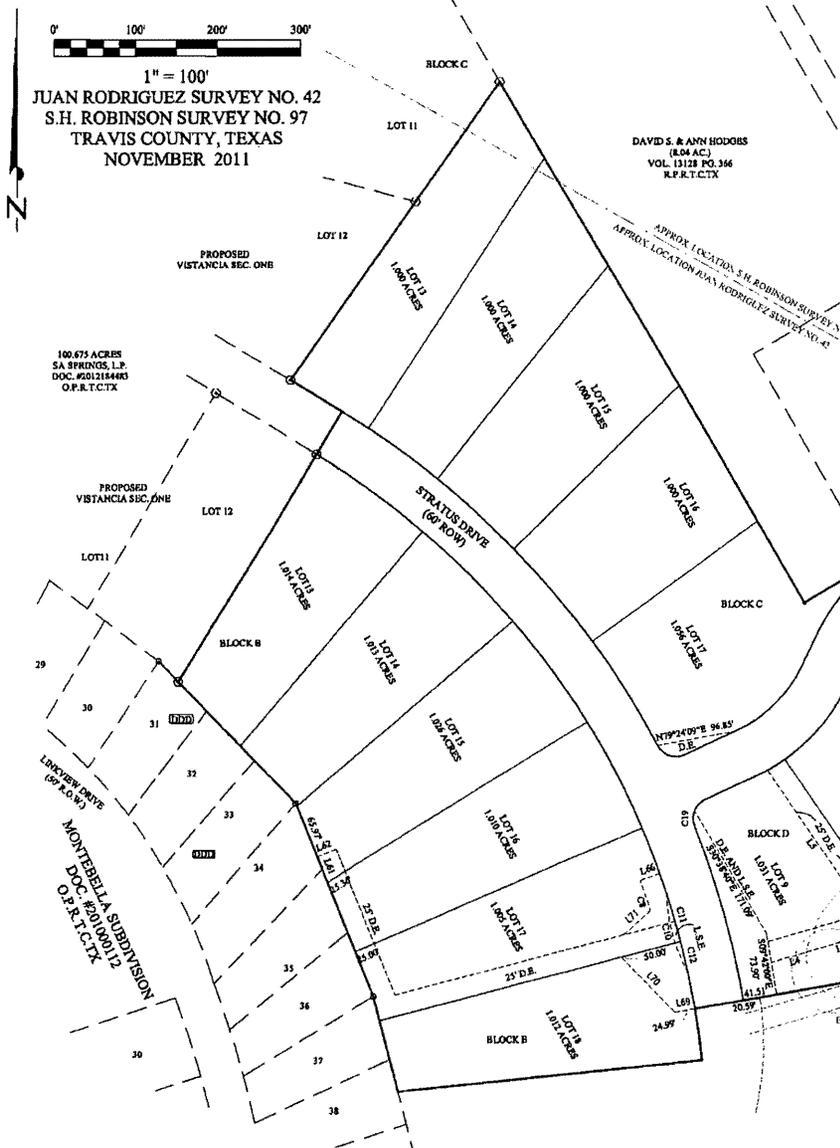
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EASEMENT ANNOTATION

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA	LINE	BEARING	DISTANCE
C3	945.00	58.00	25.99	N17°52'28"W	3723'43"	L1	S51°12'28"W	38.48
C9	945.00	48.92	65.91	N12°31'07"W	4703'22"	L2	S51°11'19"W	32.60
C10	199.37	99.36	98.34	S19°11'39"E	2831'31"	L3	S74°04'40"W	26.77
C11	970.00	60.12	60.11	N16°19'27"W	3133'04"	L4	S74°04'40"W	91.25
C12	970.00	38.26	38.26	N13°25'08"W	7115'36"	L5	S34°48'13"E	233.58
C13	249.83	124.92	124.90	N01°16'02"W	2313'18"	L6	S53°52'58"W	25.33
C14	1030.00	150.00	149.87	N13°52'25"W	3720'39"	L7	S52°51'19"W	31.01
C15	60.00	60.39	57.87	S13°13'26"W	5740'13"	L8	S74°04'40"W	8.79
C16	20.00	31.42	28.28	S75°27'53"E	90°00'00"	L9	S80°18'00"W	11.98
C17	20.00	31.42	28.28	S14°32'03"W	90°00'00"	L10	N51°08'58"E	54.10
C18	60.00	48.24	43.10	N34°12'22"W	44°09'14"	L11	S51°08'58"W	36.34
C19	25.00	19.01	11.55	S00°00'29"W	43°33'46"	L12	S67°58'01"W	4.35
L13						L13	S41°27'50"W	7.86
L14						L14	N51°21'10"E	15.54
L15						L15	N54°48'13"E	49.10
L16						L16	S59°22'58"W	9.07
L17						L17	S41°27'50"W	29.31
L18						L18	S67°58'01"W	26.50
L19						L19	N88°26'38"W	17.93
L20						L20	S54°09'54"W	28.68
L21						L21	S76°14'38"W	26.17
L22						L22	S67°11'44"W	21.70
L23						L23	S27°59'03"W	19.14
L24						L24	S25°43'39"W	31.47
L25						L25	S37°59'08"W	25.17
L26						L26	S59°11'51"W	97.89
L27						L27	S63°23'40"W	29.00
L28						L28	S89°37'42"W	27.79
L29						L29	N63°48'40"W	21.70
L30						L30	S37°59'08"W	25.17
L31						L31	N14°11'32"E	5.23
L32						L32	N79°42'56"W	23.83
L33						L33	S83°03'10"W	98.40
L34						L34	S59°11'51"W	94.65
L35						L35	S51°59'08"W	12.80
L36						L36	S74°42'40"W	30.09
L37						L37	S84°51'41"W	32.72
L38						L38	N73°23'34"W	35.87
L39						L39	N87°03'38"W	26.37
L40						L40	N89°18'38"W	36.47
L41						L41	N63°48'40"W	21.70
L42						L42	S89°37'42"W	6.17
L43						L43	S43°23'40"W	15.40
L44						L44	S59°11'51"W	94.65
L45						L45	S51°59'08"W	12.80
L46						L46	S74°42'40"W	30.09
L47						L47	S27°59'03"W	30.83
L48						L48	N30°27'53"W	93.34
L49						L49	N48°08'18"E	49.65
L50						L50	N30°27'53"W	166.15
L51						L51	N87°03'38"W	33.33
L52						L52	N73°23'34"W	32.26
L53						L53	S84°51'41"W	40.01
L54						L54	S77°42'40"W	38.20
L55						L55	S84°51'41"W	30.83
L56						L56	S83°03'10"W	103.08
L57						L57	N79°42'56"W	39.84
L58						L58	S79°35'00"W	31.26
L59						L59	S66°33'38"W	88.61
L60						L60	N30°27'53"W	168.09
L61						L61	S22°00'08"E	32.90
L62						L62	N67°59'52"E	25.00
L63						L63	S22°00'08"E	96.85
L64						L64	N68°37'30"E	45.11
L65						L65	S89°37'42"W	108.03
L66						L66	N70°23'30"E	24.98
L67						L67	N79°30'36"E	24.99
L68						L68	N86°27'27"W	312.28
L69						L69	S80°17'33"W	24.99
L70						L70	S44°48'13"E	92.47
L71						L71	N48°18'22"E	44.09
L72						L72	N59°10'11"E	94.67
L73						L73	S73°29'49"E	79.71
L74						L74	S30°29'49"E	87.70
L75						L75	S73°29'49"E	35.37
L76						L76	N59°20'20"E	98.67
L77						L77	N30°27'53"W	49.00
L78						L78	N59°20'20"E	44.00
L79						L79	S30°27'53"E	49.00
L80						L80	N59°20'20"E	145.99
L81						L81	S30°27'53"E	45.00
L82						L82	S59°20'20"W	216.30
L83						L83	N75°28'42"W	72.65
L84						L84	N30°29'49"W	82.30
L85						L85	N73°29'49"W	42.43
L86						L86	S59°30'11"W	72.99

EVFBZ = 50' ENVIRONMENTALLY VALUABLE FEATURE BUFFER ZONE

EASEMENT DETAIL



1" = 100'
 JUAN RODRIGUEZ SURVEY NO. 42
 S.H. ROBINSON SURVEY NO. 97
 TRAVIS COUNTY, TEXAS
 NOVEMBER 2011

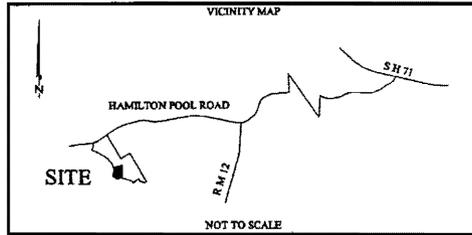
100.675 ACRES
 SA SPRINGS, L.P.
 DOC. #2012184483
 O.P.R.T.C.T.X

PROPOSED
 VISTANCIA SEC. ONE

100.675 ACRES
 SA SPRINGS, L.P.
 DOC. #2012184483
 O.P.R.T.C.T.X

**VISTANCIA
 SECTION TWO**

VISTANCIA SECTION THREE



TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT SA SPRINGS, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN AND THROUGH JOHN CORK, PRESIDENT, OWNER OF 9.965 ACRES OF LAND LOCATED IN THE JUAN RODRIGUEZ SURVEY NUMBER 42, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 100.675 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2012184483 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE SAID 9.965 ACRES PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS VISTANCIA SECTION ONE, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC, THE STREETS, AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS AND OR RESTRICTIONS GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS ____ DAY OF _____ 201__ A.D.

BY: _____ DATE _____
JOHN CORK
8655 SOUTH PREST DRIVE
TEMPE, ARIZONA 85284

STATE OF _____
COUNTY OF _____
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN CORK, 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 AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
MY COMMISSION EXPIRES: _____ 201__ A.D.

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, OR 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 COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS.

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

OWNERS IN THE SUBDIVISION ARE BOUND TO THE HOME OWNERS AGREEMENT IN DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

VISTANCIA SECTION 2 AND SECTION 3 MUST BE PLATTED CONCURRENTLY WITH APPROVABLE CONSTRUCTION PLANS AND FISCAL POSTING AND RECORDED TOGETHER BECAUSE OF THE NEED FOR A SECONDARY ACCESS.

PARKLAND FEES FOR 8 LOTS HAVE BEEN SATISFIED WITH THIS PLAT.

NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48413C0395H, DATED SEPTEMBER 26, 2008.

I, DAVID T. SMITH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DAVID T. SMITH, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 67565
DAVID T. SMITH, P.E.
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 201__ A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY _____

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

I, JOHN E BRAUTIGAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY NOT FOR RECORDATION

DATE _____ JOHN E BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5057 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745

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 ____ DAY OF _____, 201__ A.D., AT ____ O'CLOCK ____ M., DULY RECORDED ON THE ____ DAY OF _____, 201__ A.D., AT ____ O'CLOCK ____ M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS.

DEPUTY _____

NO OBJECT, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.

PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.

ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.

A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

THIS PLAT IS IN TRAVIS COUNTY AND NO CITY'S EIT.

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM.

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.

THE WATER SHALL BE SUPPLIED BY THE DEER CREEK WATER COMPANY.

THE WASTEWATER SERVICE SHALL BE SUPPLIED BY OSSF.

RESIDENT NOTE

A TEN (10) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE SIDES AND REAR OF ALL LOTS SHOWN HEREON.

A TWENTYFIVE (25) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE FRONTS OF ALL LOTS SHOWN HEREON.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM

NO ON-SITE WASTEWATER SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WELL.

NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.

RESIDENTIAL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING AND APPURTENANT STRUCTURES PER LOT.

THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

STACEY SCHEFFEL DATE
ON-SITE WASTEWATER PROGRAM
TRAVIS COUNTY - TNR

PROPERTY OWNERS OWN THEIR RESPECTIVE PORTIONS OF JOINT USE ACCESS EASEMENTS AND ARE REQUIRED TO MAINTAIN THE EASEMENTS AND ANY COMMON DRIVEWAYS.

THE FOLLOWING USES ARE PROHIBITED WITHIN ANY OF THE BOUNDARIES OF TRAVIS COUNTY BUFFER ZONES: POOLS, HOUSEPADS, DETACHED GARAGES, CARPORTS, PLAYSCAPES, POOL HOUSES AND ANY SEPTIC RELATED FACILITIES.

DRIVEWAY ACCESS TO THE FOLLOWING LOTS IS LIMITED TO THE STREETS LISTED IN THE

TABLE BELOW:	
LOT 10 BLOCK D	AVION DRIVE
LOT 16 BLOCK E	AVION DRIVE

WITHIN A SIGHT DISTANCE EASEMENT ANY OBSTRUCTION OF SIGHT DISTANCE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF COMMISSIONERS' COURT AT OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

DRAINAGE AND LATERAL SUPPORT EASEMENTS TO THE LIMITS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR THE CONSTRUCTION, MAINTENANCE, AND THE RIGHT TO PLACE EARTHEN FILL FOR DRAINAGE AND LATERAL SUPPORT FOR PUBLIC ROADWAYS ON THIS PLAT. PROPERTY OWNERS MAY USE THEIR PROPERTY WITHIN THESE EASEMENTS ONLY IN THOSE WAYS THAT ARE CONSISTENT WITH THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF THE DRAINAGE AND LATERAL SUPPORT EASEMENTS DEDICATED HEREIN. PROPERTY OWNERS MAY DO NOTHING THAT WOULD IMPAIR, DAMAGE, OR DESTROY THE DRAINAGE AND LATERAL SUPPORT EASEMENTS. TRAVIS COUNTY AND ITS SUCCESSORS AND ASSIGNS HAVE THE RIGHT TO USE SO MUCH OF THE SURFACE OF THE PROPERTY WITHIN THE EASEMENTS AS MAY BE REASONABLY NECESSARY TO CONSTRUCT, INSTALL, AND MAINTAIN DRAINAGE AND LATERAL SUPPORT FACILITIES WITHIN THE EASEMENTS.

TRAVIS COUNTY WATER QUALITY NOTES, COUNTY CODE CHAPTER 82

- NO CUT OR FILL ON ANY LOT MAY EXCEED 8 FEET, EXCLUDING DRIVEWAYS. [82.209(D)]
- BUFFER ZONE EASEMENTS FOR ENVIRONMENTALLY VALUABLE FEATURES [82.209(C)], INCLUDING BLIFFS, CANYON RIMROCKS, POINT RECHARGE FEATURES, WETLANDS, SPRINGS, AND INCLUDING ALL DRAINAGE EASEMENTS DESIGNATED AS WATER QUALITY BUFFERS, HAVE THE FOLLOWING RESTRICTIONS:
 - NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE;
 - CONSTRUCTION IS PROHIBITED.
 - WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
 - RESIDENTIAL YARDS AND HIKING TRAILS MAY BE LOCATED WITHIN THE BUFFER IF AT LEAST 50 FEET FROM THE FEATURE.
- THE WATERWAY BUFFER ZONE EASEMENT MUST REMAIN UNDEVELOPED EXCEPT FOR:
 - FENCES WHICH DO NOT OBSTRUCT FLOOD FLOWS
 - PARK OR SIMILAR OPEN SPACE USE, LIMITED TO HIKING, JOGGING, OR WALKING TRAILS AND OUTDOOR FACILITIES, AND EXCLUDING STABLES AND CORRALS FOR ANIMALS, IS PERMITTED ONLY IF A PROGRAM OF FERTILIZER, PESTICIDE OR HERBICIDE USE IS APPROVED.
 - UTILITY LINE CROSSINGS, IF DESIGNED AND CONSTRUCTED TO MINIMIZE SITE DISTURBANCE AND WATERWAY POLLUTION TO THE GREATEST EXTENT PRACTICABLE.
 - DETENTION BASINS AND FLOODPLAIN ALTERATIONS ARE PERMITTED IF THE REQUIREMENTS OF CODE SECTION 82.207 AND OTHER PROVISIONS OF THIS CHAPTER ARE MET.
- CONSTRUCTION ACTIVITIES ON INDIVIDUAL LOTS ARE REQUIRED TO IMPLEMENT TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROLS (ESCS) FOR PROTECTION OF STORM WATER RUNOFF QUALITY. LOT CONSTRUCTION ACTIVITIES DISTURBING ONE ACRE OR GREATER, OR LESS THAN ONCE ACRE AND PART OF A LARGER COMMON PLAN OF DEVELOPMENT, ARE ALSO REQUIRED TO IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN WITH BEST MANAGEMENT PRACTICES (BMPs) INCLUDING ESCS.
- THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ANY AND ALL PERMANENT STORM WATER QUALITY CONTROLS REQUIRED BY THE TRAVIS COUNTY CODE OR THE TEXAS COMMISSION FOR ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER CONTRIBUTING ZONE PROGRAM, 30 TAC, CHAPTER 213, IN A PROPER MANNER CONSISTENT WITH COUNTY AND STATE STANDARDS. THESE RESPONSIBILITIES SHALL BE DESCRIBED IN A WRITTEN AGREEMENT SIGNED BY THE LANDOWNER AND PROVIDED TO THE COUNTY, IF DEEMED NECESSARY BY THE COUNTY PRIOR TO FINAL COMPLETION AND ACCEPTANCE OF ANY APPLICABLE IMPROVEMENTS. THE OWNER SHALL REMAIN RESPONSIBLE FOR MAINTENANCE UNTIL THE MAINTENANCE OBLIGATION IS EITHER ASSUMED IN WRITING BY ANOTHER ENTITY HAVING OWNERSHIP OR CONTROL OF THE PROPERTY, INCLUDING AN OWNERS' ASSOCIATION, A DISTRICT, OR A MUNICIPALITY, OR OWNERSHIP OF THE PROPERTY IS TRANSFERRED TO ANOTHER ENTITY. A COPY OF THE ASSUMPTION OR TRANSFER OF RESPONSIBILITY SHALL BE FILED WITH THE COUNTY WITHIN 30 DAYS OF THE TRANSFER.

LAND USE SCHEDULE

USE	AREA (SF)	AREA (AC)	# OF LOTS
RESIDENTIAL LOTS	371,349	8.525	8
ROW	62,726	1.440	
TOTAL	434,075	9.965	8
TOTAL OVERALL	434,075	9.965	8

STREET NAME	STREET WIDTH	STREET LENGTH
AVION DRIVE	24'	209 L.F.
STRATUS DRIVE	24'	866 L.F.
TOTAL:		1075 L.F.

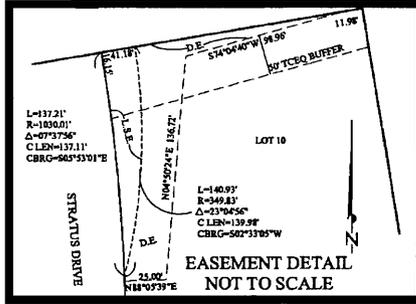


8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

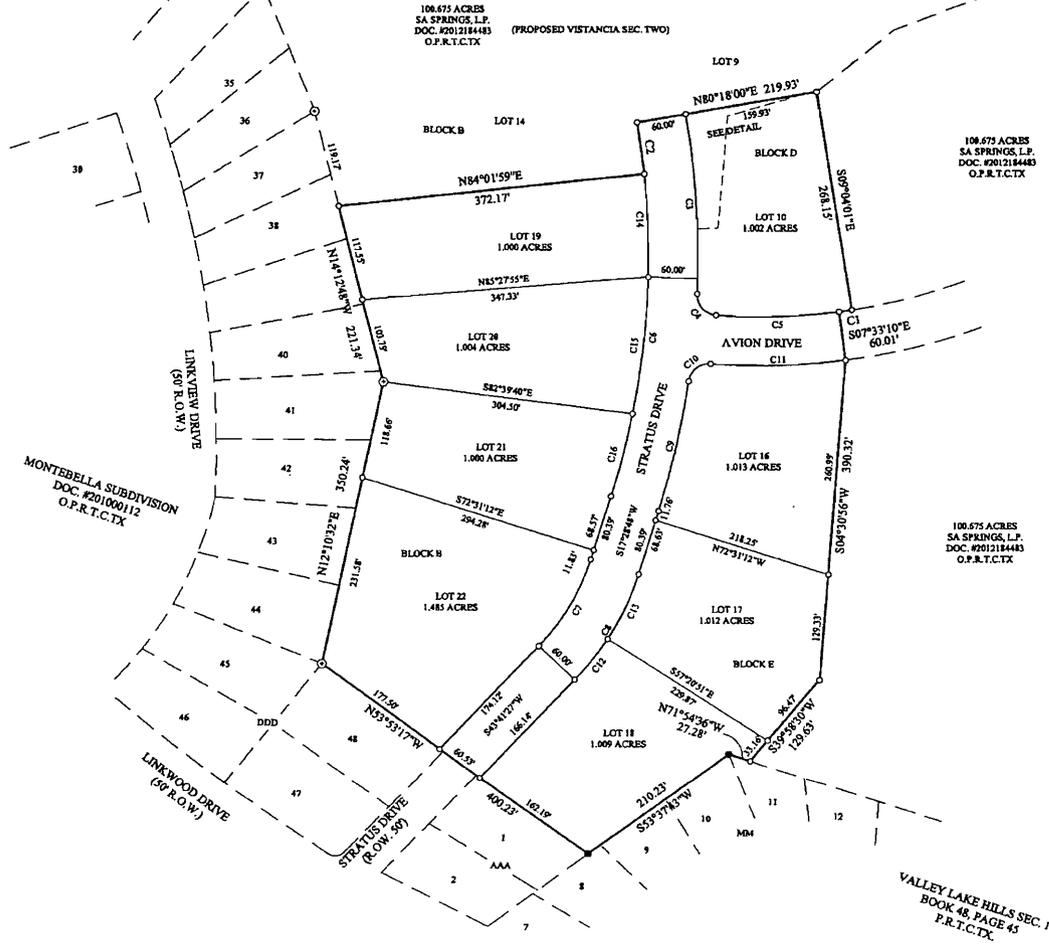
VISTANCIA SECTION THREE



1" = 100'
 JUAN RODRIGUEZ SURVEY NO. 42
 TRAVIS COUNTY, TEXAS
 AUGUST 2012



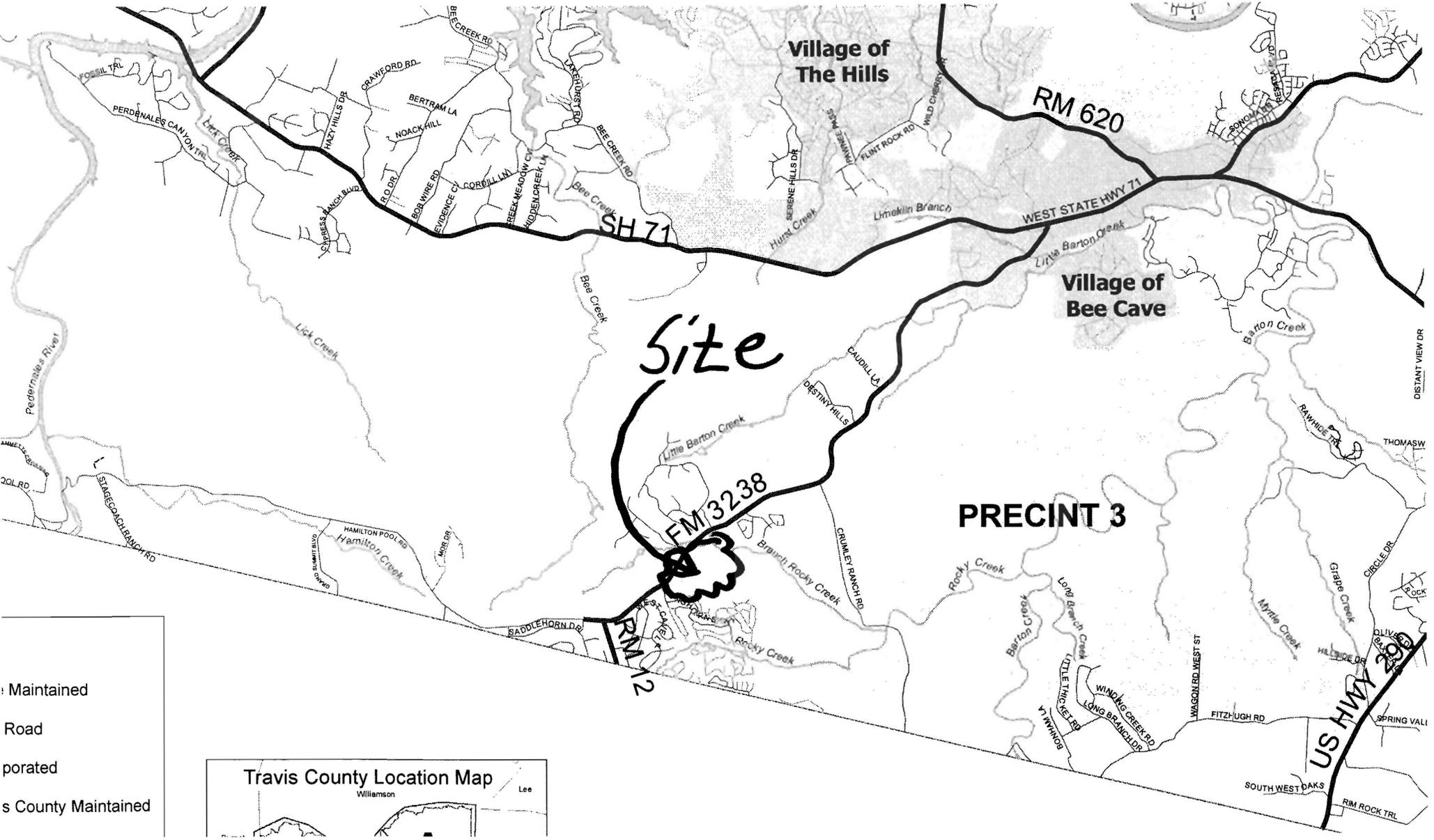
CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	720.00'	15.61'	15.61'	S81°49'34"W	1°14'33"
C2	978.00'	63.20'	63.19'	N07°50'06"W	3°43'59"
C3	1630.00'	219.21'	218.79'	S83°56'11"E	1°24'13"
C4	25.00'	33.52'	34.82'	S41°38'43"E	88°16'43"
C5	720.00'	147.88'	147.82'	N88°19'53"E	1°14'48"3"
C6	978.00'	396.99'	394.23'	N05°45'36"E	23°28'58"
C7	270.00'	123.52'	122.44'	S30°3'38"W	28°12'39"
C8	330.00'	150.86'	149.85'	S30°3'38"W	28°12'39"
C9	1030.00'	161.99'	161.82'	N12°58'39"E	9°00'40"
C10	25.00'	37.49'	34.87'	S51°25'49"W	83°53'00"
C11	780.00'	162.56'	162.27'	N88°25'04"E	1°15'29"
C12	330.00'	63.58'	63.48'	N38°10'17"E	1°14'20"
C13	330.00'	67.38'	67.13'	N25°03'58"E	1°17'01"
C14	978.00'	123.30'	123.27'	N02°15'31"W	72°41'17"
C15	978.00'	168.23'	168.02'	N06°24'25"E	9°56'14"
C16	978.00'	103.40'	103.35'	N14°25'43"E	6°06'27"



- LEGEND**
- 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP SET
 - ⊙ 1/2 INCH IRON ROD WITH CAP FOUND
 - 1/2 INCH IRON ROD FOUND
 - ⊖ CONCRETE MONUMENT SET
 - L.S.E. LATERAL SUPPORT EASEMENT
 - D.E. DRAINAGE EASEMENT
 - O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - P.R.T.C.TX PLAT RECORDS, TRAVIS COUNTY, TEXAS

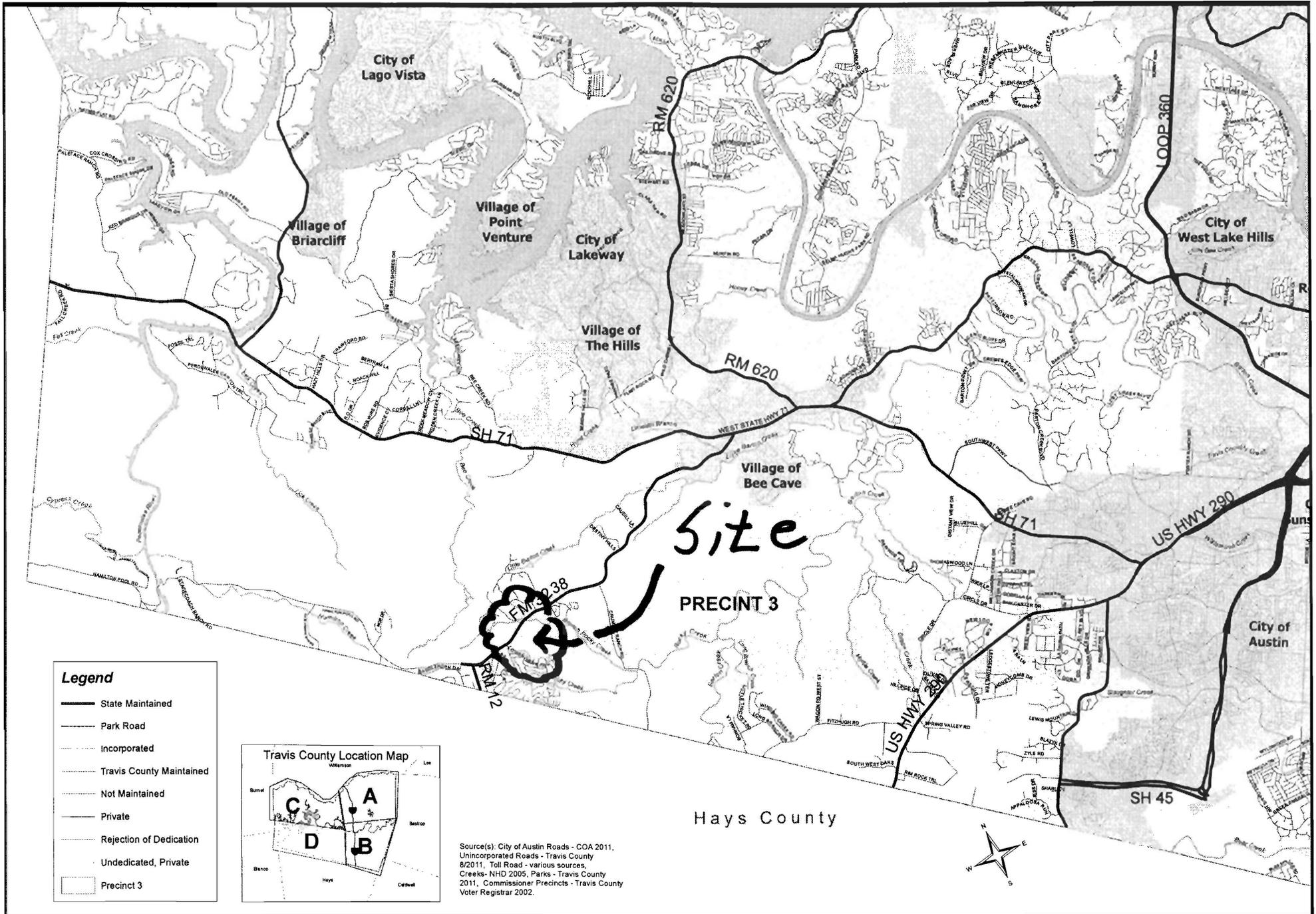
SEE SHEET 3 FOR LINE AND CURVE TABLES

VISTANCIA SECTION THREE



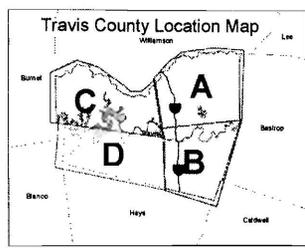
- Maintained
- Road
- operated
- s County Maintained

Travis County Location Map
Williamson Lee



Legend

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



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



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

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

Travis County Roadways, Map D



Item 16

Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

Division Director/Manager: Anna M. Bowlin ACCP, Division Director of Development Services

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the following in Precinct Three:

A) the use of an alternative fiscal agreement for Belvedere, Phase VI; and

B) the use of a cash security agreement for the fiscal posting for Belvedere, Phase VI.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivision requests to enter into an alternative fiscal agreement with Travis County. Under the alternative fiscal agreement the plat will be held in abeyance while the street and drainage facilities are constructed.

The developer also requests to post cash for the fiscal posting. To post cash the developer must enter into a cash security agreement with Travis County.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the use of the subject agreements meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

Under Alternative Fiscal the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

Restoration/Erosion Control Fiscal

The fiscal for the subdivision restoration and improvements has been posted with Travis County using a cash security agreement in the amount of \$35,464.00.

Access to Publicly Maintained Road

Belvedere, Phasa VI takes access from a private street named Flagler Drive as dedicated through Belvedere, Phase 1.

Waste Water Service

Wastewater service for this subdivision will be individual on-site wastewater disposal.

Construction Plans and Engineer’s Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #12-1480. The estimated cost of the improvements is \$368,037.50. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternate fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

- Alternative Fiscal Acknowledgment
- Exhibit “A” – Description
- Cash Security Agreement
- Extension of Sixty-Day Period
- Proposed Plat
- 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

updated 12-13-12 at 4:40pm

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CC:

John Ellis	Engineer	Development Services	854-9805

AB:SM:ps

1101 - Development Services - Belvedere, Phase VI

updated 12-13-12 at 4:40pm

§ EXHIBIT 82.401 (D)

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the County Executive of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Basic Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

Alternative Fiscal

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 2 of 3

Executed this _____ day of _____, 20__.

OWNER: Hamilton Bee Address: 7015 Tridex Plaza

By: Joe H. Robuck COVE LP Suite 205
Dallas TX 75205

Name: JOEL H. ROBUCK Phone: 214.361.7830

Title: Authorized Agent Fax: 214.363.3090
Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS §

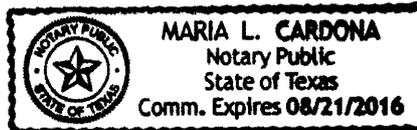
COUNTY OF ~~TRAVIS~~ § Dallas

This instrument was acknowledged before me on the 30th day of October, 2012, by JOEL H. ROBUCK in the capacity stated herein.

[Signature]
Notary Public in and for the State of Texas
Maria Cardona
Printed or typed name of notary

My Commission Expires: 08-21-2016

Alternative Fiscal





TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 20__, in the capacity stated herein.

Notary Public in and for the State of Texas

My commission expires: _____

Printed or typed name of notary

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 3 of 3

Alternative Fiscal

EXHIBIT "A"

That certain tract of land described as Belvedere Phase VI subdivision is 41.55 acres, being a portion of that same tract of land described in Doc# 2005055954 of the Official Public Records of Travis County, as delineated on a plat under the same name which will be held in abeyance until approval is granted by the Travis County Commissioners' Court.

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Hamilton Bee Cave, L.P.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$35,464.00

SUBDIVISION: Belvedere, Phase VI

DATE OF POSTING:

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

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

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

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

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

Cash Security Agreement
Page 2

DEVELOPER

ADDRESS OF DEVELOPER

By: Hamilton Bee Love, LP 7015 Dicker
 Name: Jill H. Froude Plaza
 Title: Authorized Suite 205
Agent Dallas TX 75205
 Date: Nov. 19 2012 Phone: 214.361.7890

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

**EXHIBIT 82.201(C)
EXTENSION OF SIXTY-DAY PERIOD FOR
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: October 30 2012

Owner's Name and Address: Hamilton Bee Cave, L.P.
7015 Snider Plaza, Suite 205
Dallas, Texas 75205

Proposed Subdivision Name and Legal Description (the "Property"):

Belvedere Phase VI, 41.550 acres of land situated in the Samuel Wildy Survey No. 528
Abstract 1

The undersigned Owner and the County Executive of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the County Executive of TNR.

Executed and affective as of the date set forth below.

Owner: Hamilton Bee Cave LP

By: Joel H. Rebeck

Name: Joel H. Rebeck

Title: Authorized Agent
Authorized Representative

Travis County

By: Carol B. Jorgensen
County Executive

Travis County Transportation and Natural Resources Department

updated 12-13-12 at 4:40pm

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF ~~TRAVIS~~ Dallas

This instrument was acknowledged before me on the 30th day of October, 20 12, by Joel H Robuck of Travis County, Texas, known to me personally or on the basis of an approved form of identification, in the capacity stated.



[Signature]
Notary Public, State of Texas

My Commission Expires: 08-21-2016

Maria Cardona

(Printed Name of Notary)

After Completing Return To:

Travis County, Texas
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767-1748

Attention: Michael Hettenhausen, Planner

updated 12-13-12 at 4:40pm

BELVEDERE PHASE VI

TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

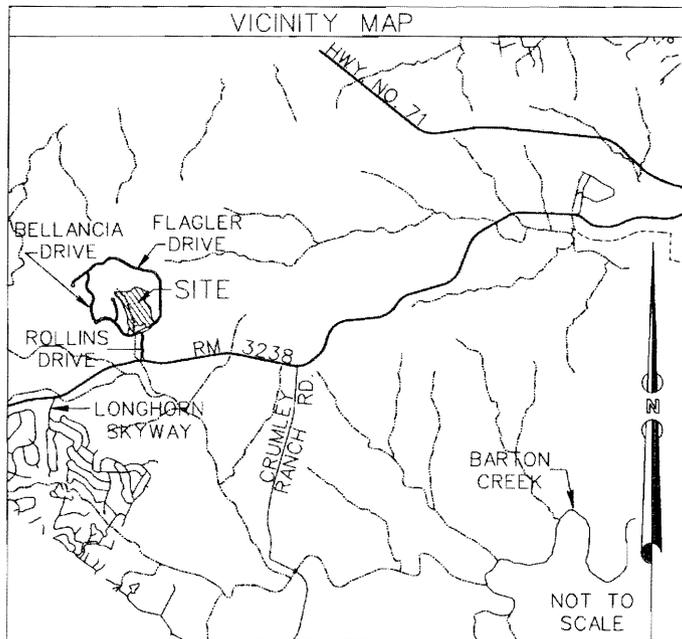
IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.

TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.



DRAWN BY	CAR
CHECKED	MCO/BR
DATE	06-20-12
PROJECT NO.	1376-04
DRAWING NO.	1376-01
SHEET NO.	1 OF 4
FILENAME	1376\CONSENT.DGN

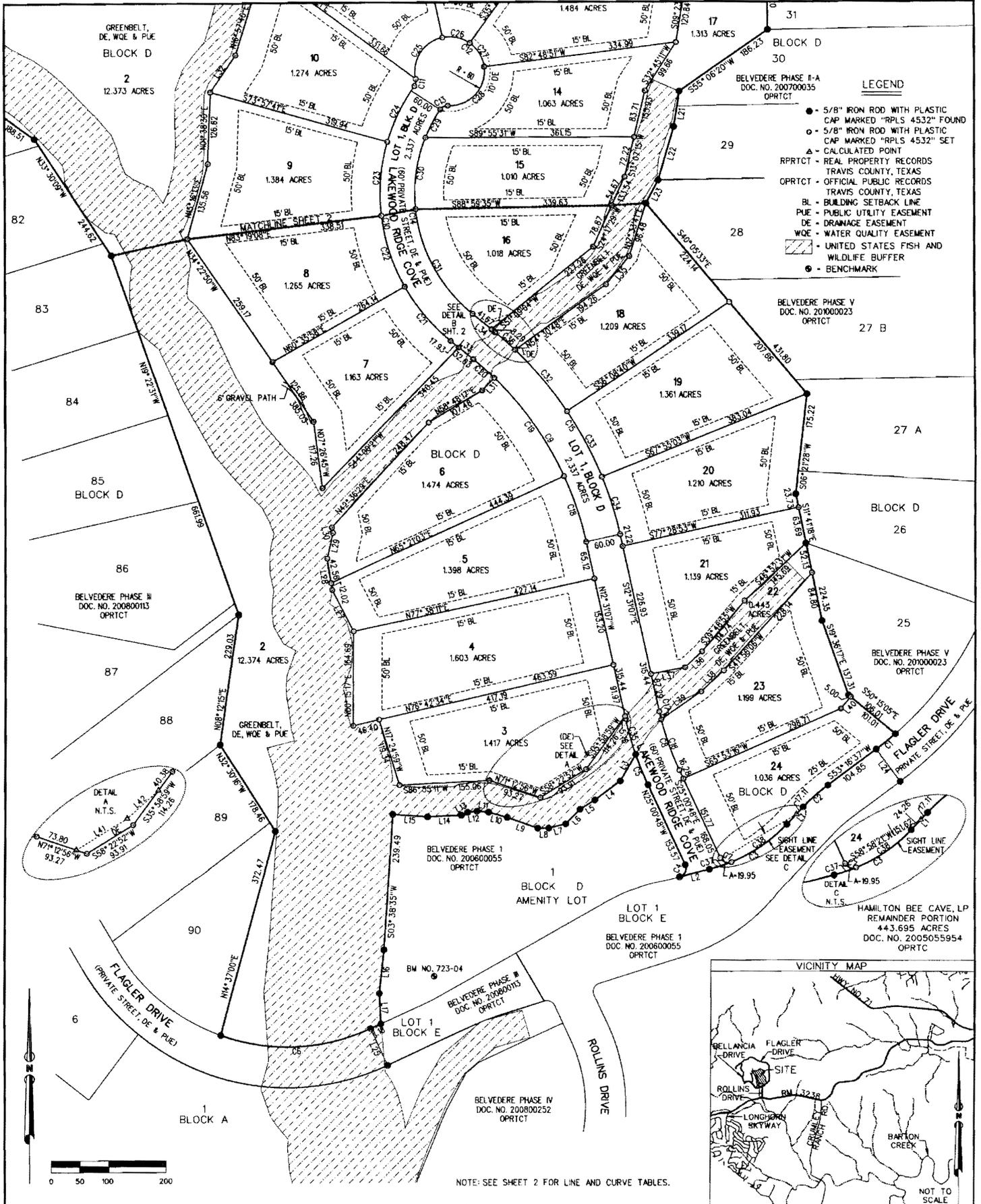
BELVEDERE PHASE VI

RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
 PHONE (512) 301-9398
 FAX (512) 301-9395
 bramsey@surveying.com

NO	REVISIONS	DRN	CHK	DATE

updated 12-13-12 at 4:40pm



DRAWN BY	CAR
CHECKED	MCJ/BB
DATE	08-20-12
PROJECT NO	1378-04
DRAWING NO	1378-01
SHEET NO.	2 OF 4
FILENAME	1378VPHWP7.DWG

BELVEDERE PHASE VI

RAMSEY LAND SURVEYING, L.L.C.
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
 PHONE (512) 301-9398
 FAX (512) 301-9395
 bramsey@lrsurveying.com

NO	REVISIONS	DRN	CHK	DATE

updated 12-13-12 at 4:40pm

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD	LINE	DIRECTION	DISTANCE
C1	42.68	04°19'41"	565.00	S51°06'46"W	42.67	L1	S43°28'28"W	41.37
C2	57.31	09°48'08"	335.00	S48°22'33"W	57.24	L2	S75°51'23"W	53.20
C3	156.83	32°22'55"	277.50	S59°39'56"W	154.76	L3	S30°05'11"W	53.08
C4	26.41	100°52'10"	15.00	N25°25'18"E	23.13	L4	S53°09'03"W	55.23
C5	56.73	05°51'18"	555.12	N22°05'08"E	56.70	L5	S57°32'53"W	30.27
C6	267.34	45°03'05"	340.00	S87°30'45"W	260.51	L6	S45°01'19"W	35.46
C7	22.89	87°26'08"	15.00	N68°43'51"W	20.73	L7	S75°58'10"W	30.27
C8	107.97	12°29'42"	495.12	N18°45'57"W	107.76	L8	S89°59'30"W	19.42
C9	380.49	38°14'48"	570.00	N31°38'30"W	373.47	L9	N70°48'38"W	55.95
C10	494.53	85°51'43"	330.00	N07°50'03"W	449.54	L10	N74°04'42"W	33.51
C11	12.56	47°57'59"	15.00	S11°06'49"W	12.19	L11	N84°40'08"W	20.26
C12	299.31	285°49'27"	60.00	S49°57'27"E	72.36	L12	S83°39'30"W	16.43
C13	15.61	59°36'36"	15.00	S63°08'58"W	14.91	L13	S63°27'04"W	11.81
C14	396.36	84°06'34"	270.00	S08°42'37"E	361.71	L14	S87°16'07"W	58.46
C15	420.54	38°14'49"	630.00	S31°38'30"E	412.78	L15	N65°55'36"W	60.06
C16	93.75	10°50'59"	495.12	N19°35'18"W	93.62	L16	S05°48'17"W	77.79
C17	14.22	01°38'42"	495.12	N13°20'27"W	14.22	L17	S02°47'40"E	53.72
C18	120.75	12°08'14"	570.00	S18°35'14"E	120.52	L18	S64°59'12"W	19.64
C19	210.97	21°12'24"	570.00	S35°15'32"E	209.77	L19	N77°37'09"E	61.84
C20	48.77	04°54'10"	570.00	S48°18'49"E	48.76	L20	S00°55'23"E	100.00
C21	123.05	21°21'52"	330.00	N40°04'58"W	122.34	L21	S08°52'20"W	63.07
C22	130.86	22°43'11"	330.00	S18°02'27"E	130.00	L22	S16°03'54"W	98.07
C23	130.86	22°43'11"	330.00	S04°40'44"W	130.00	L23	S27°55'09"W	45.67
C24	109.76	19°03'30"	330.00	S25°34'04"W	109.26	L24	S36°43'23"E	70.00
C25	95.54	91°13'52"	60.00	S32°44'46"W	85.76	L25	S25°00'47"E	70.00
C26	49.36	47°08'19"	60.00	N79°04'10"W	47.98	L27	N27°22'40"W	81.14
C27	49.57	47°20'06"	60.00	N30°50'00"E	48.17	L28	N08°58'15"W	54.58
C28	104.84	100°07'13"	60.00	N42°53'40"E	92.01	L29	N12°35'08"E	45.66
C29	56.15	11°54'55"	270.00	S27°23'13"W	56.05	L30	N11°44'09"W	9.71
C30	128.04	27°10'18"	270.00	S07°50'36"W	126.85	L31	N44°08'00"E	30.62
C31	212.17	45°01'21"	270.00	S28°15'14"E	206.75	L32	N33°57'14"E	78.08
C32	140.15	12°44'45"	630.00	N40°12'12"W	139.86	L33	N50°45'54"W	49.96
C33	129.19	11°44'57"	630.00	S27°57'20"E	128.96	L34	S50°45'54"E	49.96
C34	105.14	09°33'45"	630.00	S17°17'59"E	105.02	L35	N39°31'48"E	63.32
C35	64.33	06°38'23"	555.12	N15°50'18"W	64.29	L36	S47°08'35"W	40.25
C36	46.06	04°11'20"	630.00	N48°40'14"W	46.05	L37	S78°47'48"W	60.06
C37	40.22	08°18'19"	277.50	S71°42'14"W	40.19	L38	S47°08'35"W	53.67
C38	116.61	24°04'36"	277.50	S55°30'46"W	115.75	L39	S43°39'12"W	84.74
C39	16.77	01°31'32"	630.00	N45°48'48"W	16.77	L40	S39°44'55"W	26.75
						L41	N68°22'52"E	103.35
						L42	N47°55'37"E	72.48
						L43	N72°32'40"E	50.38
						L44	S29°11'31"W	38.58

LOT SUMMARY:

SINGLE FAMILY LOTS	20 - TOTAL ACREAGE	25.083 ACRES
PRIVATE STREET, DE & PUE	1 - TOTAL ACREAGE	2.337 ACRES
GREENBELT, DE, WOE & PUE	3 - TOTAL ACREAGE	14.130 ACRES
TOTAL	24 - TOTAL ACREAGE	41.550 ACRES

PROPOSED ROADWAYS:

LAKEWOOD RIDGE COVE	1563 LINEAR FEET
TOTAL	1563 LINEAR FEET

BENCHMARKS:

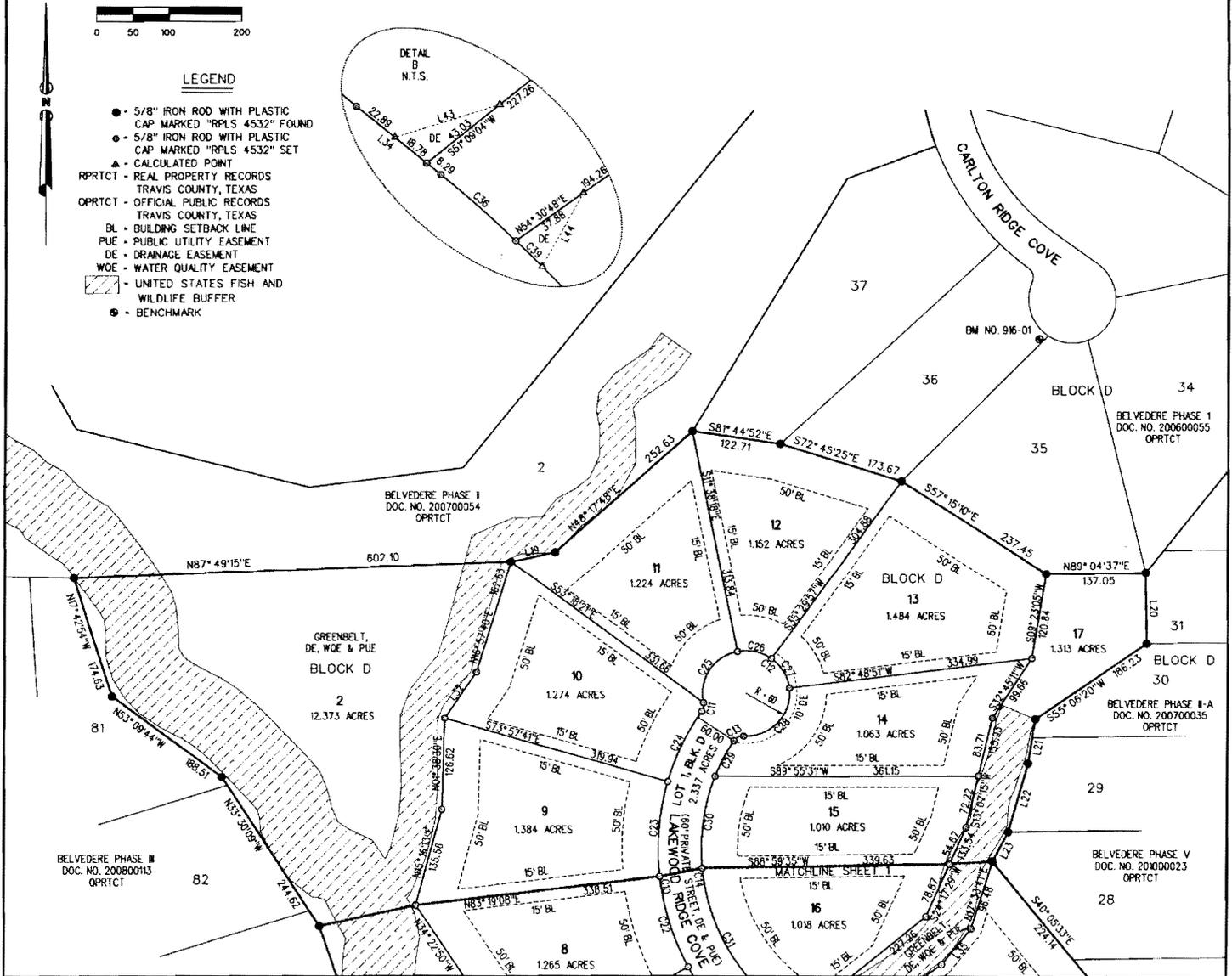
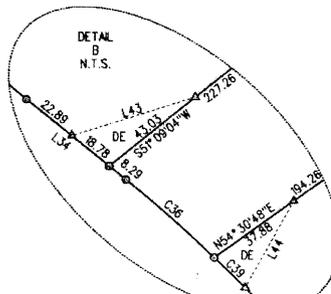
NO. 723-04, COTTON GIN SPINDLE SET IN 11" LIVE OAK (TAG NO. 4005) APPROX. 148' WEST OF THE NORTHWEST CORNER OF THE INTERSECTION OF ROLLINS DR. & FLAGLER CR. & 127' NORTHEAST OF THE SOUTHWEST CORNER OF LOT 1, BLOCK D, PHASE I, ELEVATION = 1125.84

NO. 916-01, COTTON GIN SPINDLE IN 11" LIVE OAK +/- 13' SOUTHWEST OF FRONT LOT CORNER LOTS 35 & 36, BLOCK D, BELVEDERE PHASE I, IN LOT 36 AT CARLTON RIDGE COVE. ELEVATION = 1246.70



LEGEND

- - 5/8" IRON ROD WITH PLASTIC CAP MARKED "RRLS 4532" FOUND
- - 5/8" IRON ROD WITH PLASTIC CAP MARKED "RRLS 4532" SET
- ▲ - CALCULATED POINT
- RPRTCT - REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- OPRTCT - OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- BL - BUILDING SETBACK LINE
- PUE - PUBLIC UTILITY EASEMENT
- DE - DRAINAGE EASEMENT
- WOE - WATER QUALITY EASEMENT
- UNITED STATES FISH AND WILDLIFE BUFFER
- - BENCHMARK



DRAWN BY	CAR
CHECKED	MCO/BR
DATE	06-20-12
PROJECT NO	1376-04
DRAWING NO	1376-01
SHEET NO.	3 OF 4
FILENAME	1376-04-01-01-01.dwg

BELVEDERE PHASE VI

RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@surveying.com

NO	REVISIONS	ORN	CHK	DATE

STATE OF TEXAS
 COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT HAMILTON BEE CAVE, LP BY AND THROUGH ITS GENERAL PARTNER, JOEL ROBUCK, OWNER OF 41,550 ACRES OF LAND SITUATED IN THE SAMUEL WILBY SURVEY NO. 528 ABSTRACT 1, TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 443.695 ACRES, OF LAND CONVEYED TO US BY DEED RECORDED IN NO. 2005055954 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 41,550 ACRES OF LAND OUT OF SAID 443.695 ACRES IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE AND THIS PLAT, TO BE KNOWN AS "BELVEDERE PHASE VI", SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS OF THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICE PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES THE USE OF ALL PRIVATE STREETS AND OTHER EASEMENTS, SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS' ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NO. 2006022950 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES. ALL PRIVATE STREET(S) SHOWN HEREON (LAKEWOOD RIDGE COVE) AND STREETS WITHIN THE BELVEDERE SUBDIVISION AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

IN WITNESS WHEREOF, HAMILTON BEE CAVE, LP HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR GENERAL PARTNER, THIS _____ DAY OF _____, A.D., 2012.

HAMILTON BEE CAVE, LP
 A DELAWARE LIMITED PARTNERSHIP

JOEL ROBUCK, GENERAL PARTNER
 7015 SNIDER PLAZA, SUITE 205
 DALLAS, TEXAS 75205

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE _____ DAY OF _____, 2012, A.D. BY JOEL ROBUCK, GENERAL PARTNER, HAMILTON BEE CAVE LP ON BEHALF OF SAID PARTNERSHIP.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

SURVEYOR'S STATEMENT:

I, WILLIAM H. RAMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED AS INDICATED HEREON.

10-12-12
 DATE

William H. Ramsey
 WILLIAM H. RAMSEY
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4532
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
 PHONE (512) 301-9398 FAX (512) 301-9395



THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0395H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

Brian W. Faltesek
 BRIAN W. FALTESEK, P.E.
 LICENSED PROFESSIONAL ENGINEER NO. 105982
 LJA ENGINEERING, INC.
 5316 HWY. 290 WEST
 SUITE 150
 AUSTIN, TEXAS 78735
 PHONE : (512) 439-4700, FAX : (512) 439-4716

10-18-2012
 DATE



GENERAL NOTES:

- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM.
- NO OBJECTS, INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY BELVEDERE MUNICIPAL UTILITY DISTRICT AND/OR TRAVIS COUNTY.
- PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS. ALL STRUCTURAL DRAINAGE IMPROVEMENTS SHALL BE OWNED AND MAINTAINED BY THE BELVEDERE MUNICIPAL UTILITY DISTRICT.
- TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- ALL STREETS & DRAINAGE FACILITIES WILL BE DESIGNED IN ACCORDANCE TO TRAVIS COUNTY CONSTRUCTION STANDARDS FOR STREET & DRAINAGE IN SUBDIVISIONS.
- WATER SERVICE TO BE PROVIDED BY WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY OR STATE APPROVED WATER SYSTEM.
- WASTEWATER SERVICE TO BE PROVIDED BY INDIVIDUAL ON-SITE WASTEWATER DISPOSAL.
- ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.
- TELEPHONE SERVICE TO BE PROVIDED BY AT&T.
- PROJECT IS LOCATED WITHIN TRAVIS COUNTY AND IS NOT LOCATED WITHIN ANY OTHER CITY'S EXTRA TERRITORIAL JURISDICTION (ETJ).
- OVERALL IMPERVIOUS COVER WITHIN THIS BELVEDERE SUBDIVISION SHALL NOT EXCEED FIFTEEN PERCENT (15%). INDIVIDUAL PHASES WITHIN THE BELVEDERE SUBDIVISION MAY EXCEED FIFTEEN PERCENT (15%) SO LONG AS OVERALL IMPERVIOUS COVER DOES NOT EXCEED FIFTEEN PERCENT (15%).

GENERAL NOTES CONTINUED:

- ALL AREAS WITHIN SINGLE FAMILY LOTS, LOCATED BETWEEN THE PROPERTY LINES AND BUILDING SETBACK LINES, ARE VEGETATIVE FILTERS AND SHALL BE MAINTAINED FOR WATER QUALITY PROTECTION AND SHALL NOT BE ALTERED, DAMAGED OR COVERED WITH THE EXCEPTION OF A DRIVEWAY CROSSING. REFERENCE IS MADE TO THE RESTRICTIVE COVENANTS IN DOC.# 2006022950, SECTION 4.22.
- WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS' COURT AT THE OWNERS' EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

EASEMENTS:

- PRIVATE STREETS, DRAINAGE, PUBLIC UTILITY AND ACCESS EASEMENTS AS SHOWN.
- THERE SHALL BE A 10 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO ALL PRIVATE STREETS.

COMMISSIONERS' COURT RESOLUTION:

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, IS THE RESPONSIBILITY OF THE OWNER(S) 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 THE COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNER(S) 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, YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S RESPONSIBILITY.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.
- ALL ON-SITE WASTEWATER DESIGNS FOR NON-RESIDENTIAL USES SHALL INCLUDE TWO TIMES THE DESIGN AREA FOR TREATMENT AND DISPOSAL.
- RESIDENTIAL LOTS IN THIS SUBDIVISION ARE LIMITED TO ONE SINGLE-FAMILY DWELLING AND APPURTENANT STRUCTURES PER LOT.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

STACEY SCHEFFEL, D.R. _____ DATE
 PROGRAM MANAGER
 ON SITE WASTEWATER
 TRAVIS COUNTY-TNR

ETJ NOTE:

NO PORTION OF THIS TRACT IS WITHIN THE CITY OF AUSTIN OR THE ETJ OF THE CITY OF AUSTIN.

GREG GUERNSEY, DIRECTOR _____ DATE
 PLANNING & DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS
 COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2012, A.D., AT _____ O'CLOCK _____ M., AND DULY RECORDED ON THE _____ DAY OF _____, 2012, A.D. AT _____ O'CLOCK _____ M. IN DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 2012, A.D.

DANA DEBEAUVOR, COUNTY CLERK,
 TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS:
 COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2012, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE _____ DAY OF _____, 2012, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

DRAWN BY	CAR
CHECKED	MC/BR
DATE	08-20-12
PROJECT NO.	1376-04
DRAWING NO.	1376-01
SHEET NO.	4 OF 4
FILE NAME	1376-04-01-01.dwg

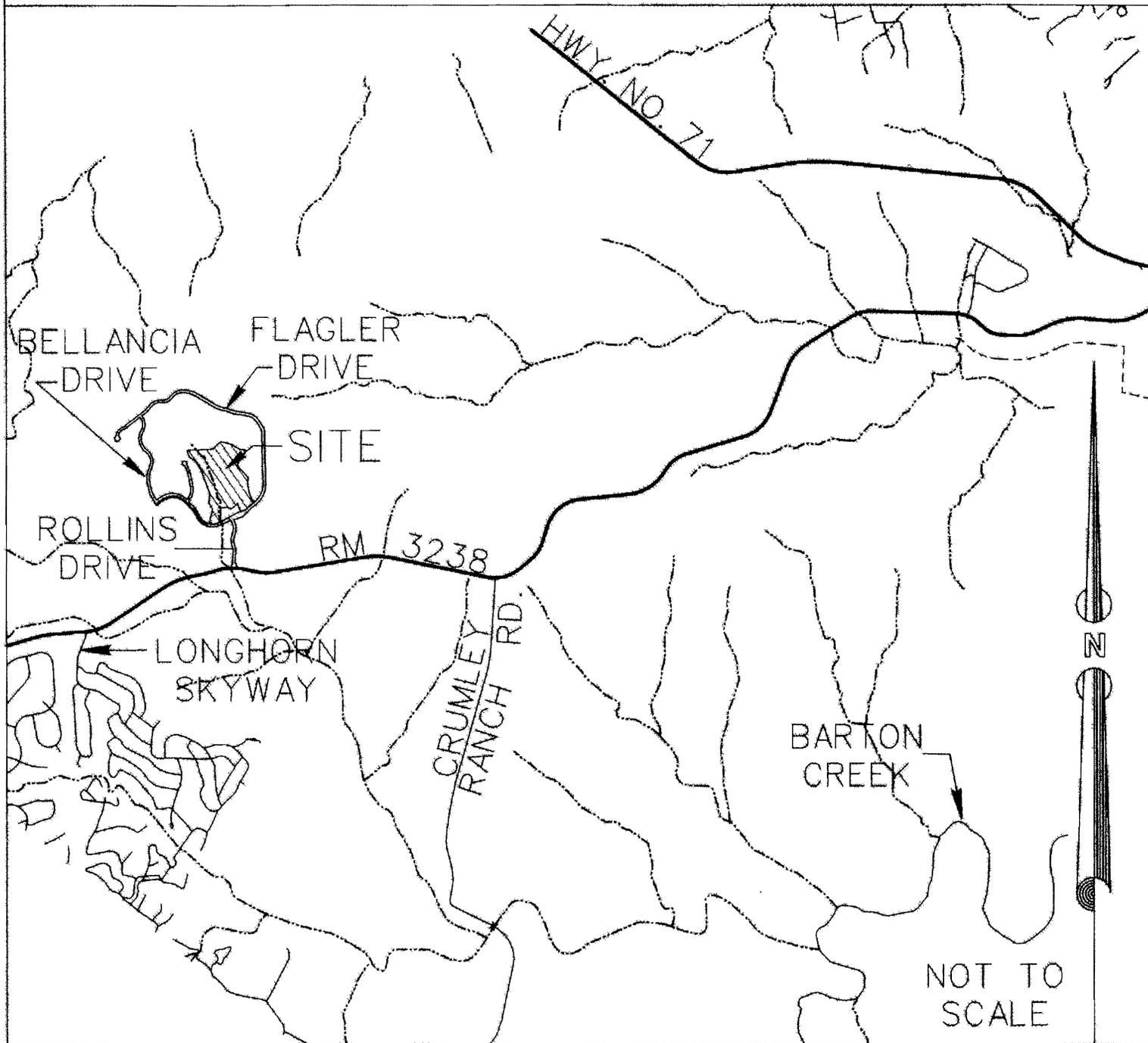
BELVEDERE PHASE VI

RAMSEY LAND SURVEYING, L.L.C.

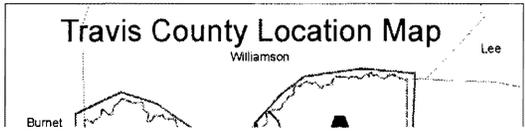
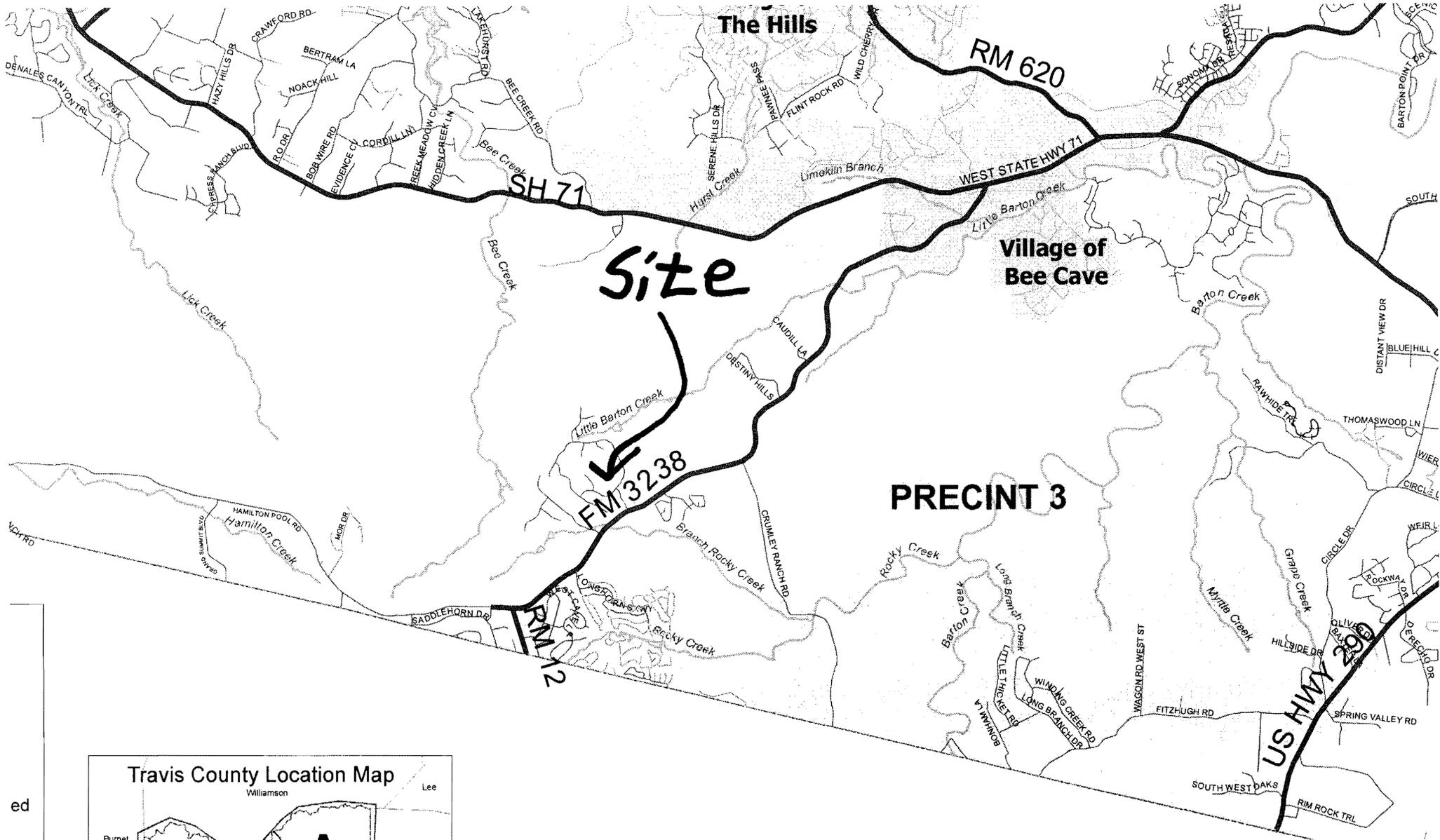
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 PHONE (512) 301-9398
 FAX (512) 301-9395
 bramsey@lrsurveying.com

NO	REVISIONS	DRN	CHK	DATE

VICINITY MAP

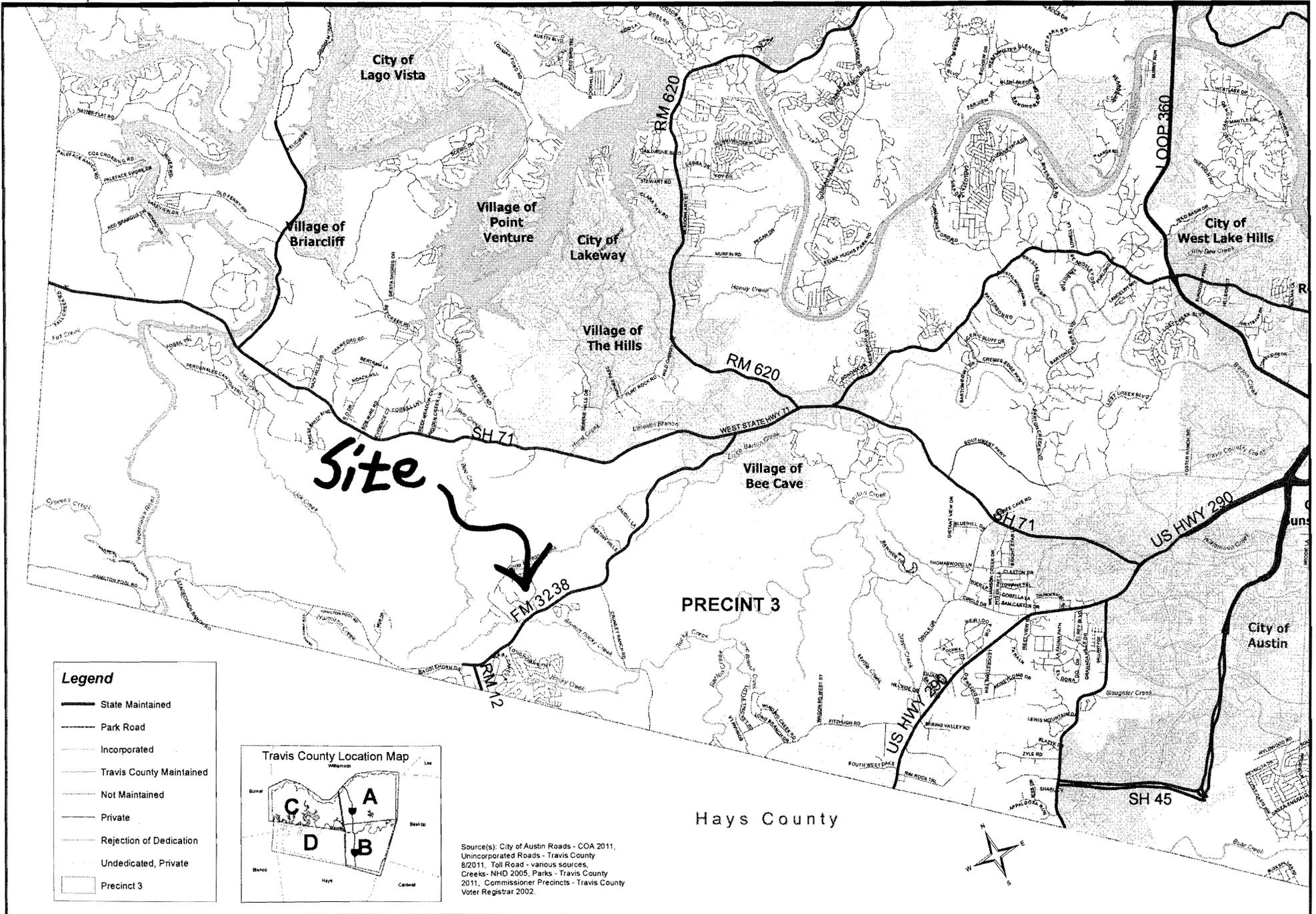


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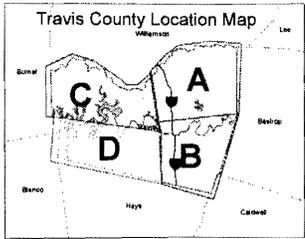
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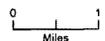


Legend

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



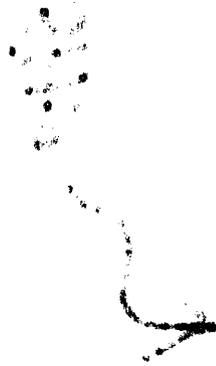
Source(s): City of Austin Roads - COA 2011,
 Unincorporated Roads - Travis County
 8/2011, Toll Road - various sources,
 Creeks- NHD 2005, Parks - Travis County
 2011, Commissioner Precincts - Travis County
 Voter Registrar 2002.



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

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

Travis County Roadways, Map D





Item 17

Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By: Thomas Weber **Phone #:** 854-4629

Division Director/Manager: Jon White, Director, Natural Resources & Environmental Quality Division, TNR

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) Approval to proceed with developing an agreement for recycling services from the Texas Facilities Commission;
- B) Approval to proceed with expansion of recycling throughout all county facilities and operations consistent with the City of Austin Universal Recycling Ordinance, where practical; and
- C) Funding from the allocated reserve of \$46,900 for the estimated one year cost of services for the collection and transportation of recyclable materials.

BACKGROUND/SUMMARY OF REQUEST:

Travis County has existing policies that encourage and set recycling goals. However, our existing practices in carrying out the policies have been limited in scope and not comprehensive for all operations. Requirements and best management practices have continued to evolve in our community as resource reutilization has become more feasible.

To this end, Natural Resources & Environmental Quality Division (NREQ) has been evaluating ways in which Travis County could comply with the City of Austin Universal Recycling Ordinance (URO). The URO became effective on October 1, 2012, and mandates commercial recycling in Austin. The URO requires recycling of paper, corrugated cardboard, plastic bottles (one and two), aluminum cans, and glass bottles. While not legally binding to a governmental entity, the URO represents an opportunity for Travis County to further implement its recycling goals of diversion of recyclable materials from landfilling. Implementing the URO for all county facilities would demonstrate our commitment to partnering on the zero waste goals of Austin, as was directed by the Commissioners Court on April 11, 2011.

Some of the next recommended steps are to (1) expand the number of locations where Travis County employees would separate recyclables from landfill trash; (2) expand the commodities recycled to the fullest extent practical, in consideration of

the URO; and (3) initiate a robust and systematic effort of training and orientation at each county facility to consistently and more fully recover all recyclables from the trash.

The Texas Facilities Commission (TFC) has approached Travis County to provide single-stream recycling collection and transportation to our downtown facilities. These services would be provided at no cost and can be easily integrated into the recyclable collections from state buildings nearby. An inter-local agreement with TFC would be established if the county went forward with this arrangement. TFC can collect mixed office paper, corrugated cardboard, aluminum cans, and rigid plastics.

The existing Travis County contract for recycling services for several of the county's buildings recently came up for renewal. A competitive Request for Proposals (RFP) was issued July 23, 2012. The RFP requested either source-separated or single-stream recycling. Bids for services were received for single-stream recycling only and these bids are under evaluation. At this point, it is necessary to request funding for the estimated cost of these services before the purchasing office can further consider finalizing a contract. Under the contract that expired, limited recycling was accomplished without a net cost to the county. Under any foreseeable contract for recycling services for county facilities outside of the downtown area, Travis County will need to expend funds on an on-going basis. The most significant change resulting in a funding need is the drop in the market price of recycled commodities.

STAFF RECOMMENDATIONS:

It is requested that:

A) NREQ and purchasing office be approved to develop an inter-local agreement (ILA) with TFC establishing recyclable material collection and transportation. Upon completion, the ILA will be provided for Commissioners Court approval.

B) NREQ expand the county recycling program to 37 facilities of Travis County. Exhibit A is a spreadsheet showing where recycling now occurs and where it would occur under either the successful bidder or TFC. Further, it is requested that the Court support this effort. The Court's leadership and direction will help expedite implementation at facilities and will encourage managers of the various facilities to cooperate with NREQ on this implementation. Implementation tasks will include orientation of employees on recycling dos and don'ts. It would include selecting a person or small team at each location who would coordinate with NREQ and have a job duty to help ensure on-the-ground and daily assistance to make implementation a success. Implementation would also include placement of recycling bins and signage.

C) The court approve funding from the allocated reserves to allow NREQ and Purchasing to complete the selection of a vendor to provide recycling services for those County facilities that cannot be serviced for free by TFC. TNR can provide \$20,000 in funding from its current year budget. Based upon the total estimated cost

of the recycling services of \$66,900, additional funding of \$46,900 from the allocated reserves is estimated to provide for one full year of recycling.

ISSUES AND OPPORTUNITIES:

Cooperation with the TFC presents an opportunity to greatly enhance our recycling at downtown locations with minimal cost. Another opportunity is to increase diversion of wastestreams from landfill disposal. The biggest issue with regard to expanding recycling is orienting our employees so that the county can maximize diversion of waste. This is a management issue that will need to rely upon the willingness of departments beyond TNR to assist us. Otherwise, improper placement of non-recyclables or contamination will undercut county success at implementation.

FISCAL IMPACT AND SOURCE OF FUNDING:

This initiative will reduce landfill costs over time as less volume is disposed. NREQ proposes the county use TFC to reduce the overall cost of recycling. If TFC is not utilized, the cost of the additional recycling by a private vendor would be approximately \$22,000/year. This proposal is for single-stream recycling. It saves the county labor costs for custodial services, when compared to source separation. Long-term costs could go down if reimbursement rates for recycled commodities go up. Finally, TNR wants to make the Commissioners Court and PBO mindful that it will be necessary to request an on-going line item in the TNR budget for FY2014 and beyond, so that we can continue this County-wide initiative.

On-going yearly expenses for this program are estimated to be \$66,900. TNR has reserved \$20,000 on funds reservation 300000440 for FY13. The funding source is cost center 1490010001 general ledger account 511890.

EXHIBITS/ATTACHMENTS:

Exhibit A - Current and Future Recycling by Travis County

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Diana Ramirez	Budget Analyst	Budget/Planning	854-9694

CC:

Loren Breland	Purchasing Agent	Purchasing Office	854-4854
Shaun Auckland	Env. Specialist	TNR/NREQ	854-4496
Keith Coburn	Env. Project Mgr.	TNR/NREQ	854-5866
Christina Jensen	Financial Analyst Sr.	TNR	854-7670

EXHIBIT A
CURRENT & FUTURE TRAVIS COUNTY
RECYCLING LOCATIONS

Current & Future Travis County Recycling Locations			Now	Future		\$/Month
CUSTOMER		ADDRESS		TFC	Recommended Vendor	
West Command Center	3800	Hudson Bend	OC		√	\$ 90.00
Travis County - Precinct 1 (Tax Office)	4705	Heflin Ln	OC		√	\$ 300.00
Travis County - Precinct 4	4011	McKinney Falls Pkwy	LF		√	\$ 100.00
Smith Road Facility	1600	Smith Rd	OC		√	\$ 270.00
Travis County STAR Flight	7800	Old Manor rd	√		√	\$ 180.00
Travis County Health and Human Services	502	Highland Mall Blvd	OC		√	\$ 60.00
Travis County Sheriff/Fire Marshall (Ruiz Building)	5555	Airport	√		√	\$ 180.00
Travis County - Tax Office	5501	Airport Blvd	√		√	\$ 120.00
Travis County HHS Weatherization	5021	Cesar Chavez	OC		√	\$ 250.00
Travis County East Service Ctr (Fleet)	6011	Blue Bluff Rd	OC		√	\$ 290.00
Travis County Health and Human Services	2201	Post Rd	OC		√	\$ 90.00
Travis County Del Valle Correctional	3614	Bill Price Rd	Cardboard Only		√	\$ 1,220.00
Exposition Center (Banquet Hall)	7331	Decker Ln	OC		√	\$ 315.00
Gardner Betts Juvenile Probation (Main Bldg)	2515	Congress	LF		√	\$ 600.00
South Congress Building	2501	Congress	LF		√	\$ 60.00
Smart Facility-2	3404	FM 973	LF		√	\$ 140.00
South Rural Community Center	3518	FM 973	LF		√	\$ 60.00
Precinct 2	10409	Burnet Rd	LF		√	\$ 150.00
West Rural Community Center	8656-B	Hwy 71	LF		√	\$ 160.00
West Service Center (Meeting Hall/Offices)	4501	FM 620	LF		√	\$ 120.00
Satellite 3	14624	Hamilton Pool Road	LF		√	\$ 50.00
North Rural Community Center	15822	Foothills Farm Loop	IH		√	\$ 60.00
East Rural Community Center	600	Carrie Manor Road	LF		√	\$ 120.00
East Command Center	7811	Burleson-Manor Road	LF		√	\$ 180.00
Satellite 4	5412	Lockhart Hwy	LF		√	\$ 60.00
Nootsie House	9512	FM 620	IH		√	\$ 50.00
Counseling and Education	1101	Nueces	LF	√		
Rusk Building	910	Lavaca	√	√		
University Savings Building	1010	Lavaca	√	√		
Herman Marion Sweatt County Courthouse	1000	Guadalupe	√	√		
Holt Building	1004	Guadalupe	√	√		
CPS Office	209	West 9th St.	OC	√		
Gault Building	505	West 11th St.	LF	√		
Blackwell-Thurman Criminal Justice Center	509	West 11th St.	√	√		
Ned Granger Building	314	West 11th St.	√	√		
County Jail	500	West 10th St.	LF	√		
Executive Office Building	411	West 13th St.	√	√		
Palm Square	100	North IH 35	√	√		
Forensic Center	1213	Sabine St.	√	√		
Unscheduled Pick Ups (estimated)						\$ 300.00
Total						\$ 5,575.00

Legend-
TFC= Texas Facilities Commission
NC= No Charge
LF= Landfill
IH= Employees drop-off the recycling
OC= On Call (but sometimes recycables may go to landfill)

Item 18



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Christy Moffett / 854-3460

Elected/Appointed Official/Dept. Head:

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on items related to the Program Year 2011 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

November 27, 2012, the Travis County Commissioners Court approved the draft of the PY11 CAPER for public comment.

- A. A mandatory period providing the public with an opportunity to comment on the draft of the CAPER occurred from November 30, 2012 through December 14, 2012. A public hearing was also held on Tuesday, December 4, 2012 at 9 a.m. at the Travis County Commissioners Court. No public comments have been received to date. As the public comment period concludes at 5 p.m. on December 14, if additional comments are received after the submission of this agenda request CDBG staff will submit updated backup materials on December 17.
- B. From the time the draft of the CAPER was approved on November 27, 2012, small changes were made to the document including minor grammatical, wording and formatting edits to improve clarity and readability. Staff also added the HUD required reports located in Exhibit B. Attached you can find the final report. See Exhibit A for a summary of all changes made to the final draft.
- C. The CAPER is due on or before December 30, 2012 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 24th per HUD's request not to turn it in too early due to staff workloads.

STAFF RECOMMENDATIONS:

- A. No comments received so no staff recommendations for responses are needed.
- B. Staff recommends approval of the final draft with the final reports and edits made.
- C. Staff recommends approval for on-time submission.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

On time submission of the CAPER allows the County to continue to receive CDBG funds.

REQUIRED AUTHORIZATIONS:

None

EXHIBIT A: SUMMARY OF CHANGES MADE DURING COMMENT PERIOD

1. Revisions to the PY11 CAPER Public Comment Draft

Below is a summary of major changes made to the CAPER draft during the public comment period. These changes do not include small changes to spelling, grammar, formatting, clarity, readability, etc.

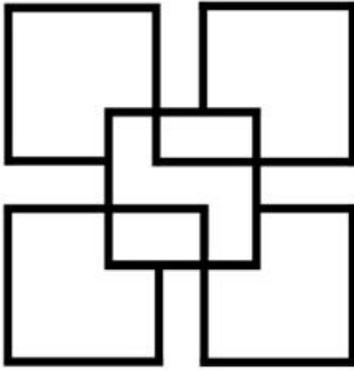
Change	Reason
Percent expended for Public Services, Administration & Planning, and CDBG-R projects updated on "Figure 13: Summary of PY11 Expenditures by Project."	Original calculations were incorrect.
Amounts expended in social service contracts and other general fund investments added throughout the draft.	Data was unavailable as the fiscal year had not closed in time for posting the public comment draft.
Leverage amount for Administration and Planning was added to Project Summary and to "Figure 14: PY11 Leveraged Resources"	Data was unavailable as the fiscal year had not closed in time for posting the public comment draft.
Prior year's project funding was removed from "Figure 19: Overview of Travis County PY11 CDBG Investment in Community Development."	Change was made to align data with the current reporting period.

PY 2011

TRAVIS COUNTY CDBG

PY11 CONSOLIDATED
ANNUAL PERFORMANCE
EVALUATION REPORT

10.1.2011 TO 9.30.2012



TRAVIS COUNTY, TX CAPER

Prepared by:
Travis County Health and Human Services & Veterans Service
CDBG Office

County Executive

Sherri E. Fleming

CDBG Office

Christy Copeland Moffett

Martha Brown

Morgan Chee

Travis County Auditor's Office

Janice Cohoon

Travis County Transportation and Natural Resources

Lee Turner

Acknowledgements

Special thanks to the following people for providing information to assist staff in the completion of this report.

Health and Human Services and Veterans Service Staff

Courtney Bissonnet Lucas

LaDonna Brazell

Judy Cortez

San Juana Gonzales

Jane Prince-Maclean

Lisa Sindermann

Jill Smith

Travis County Housing Services

Lance Pearson

Travis County Housing Authority

Craig Alter

Travis County Housing Finance Corporation

Andrea Shields

Questions or Comments?

For questions or for more information, please contact the CDBG Office at cdbg@co.travis.tx.us.

TRAVIS COUNTY, TX COMMISSIONERS COURT

Samuel T. Biscoe
Travis County Judge

Karen Huber
County Commissioner,
Precinct Three

Sarah Eckhardt
County Commissioner,
Precinct Two

Ron Davis
County Commissioner,
Precinct One

Margaret Gómez
County Commissioner,
Precinct Four

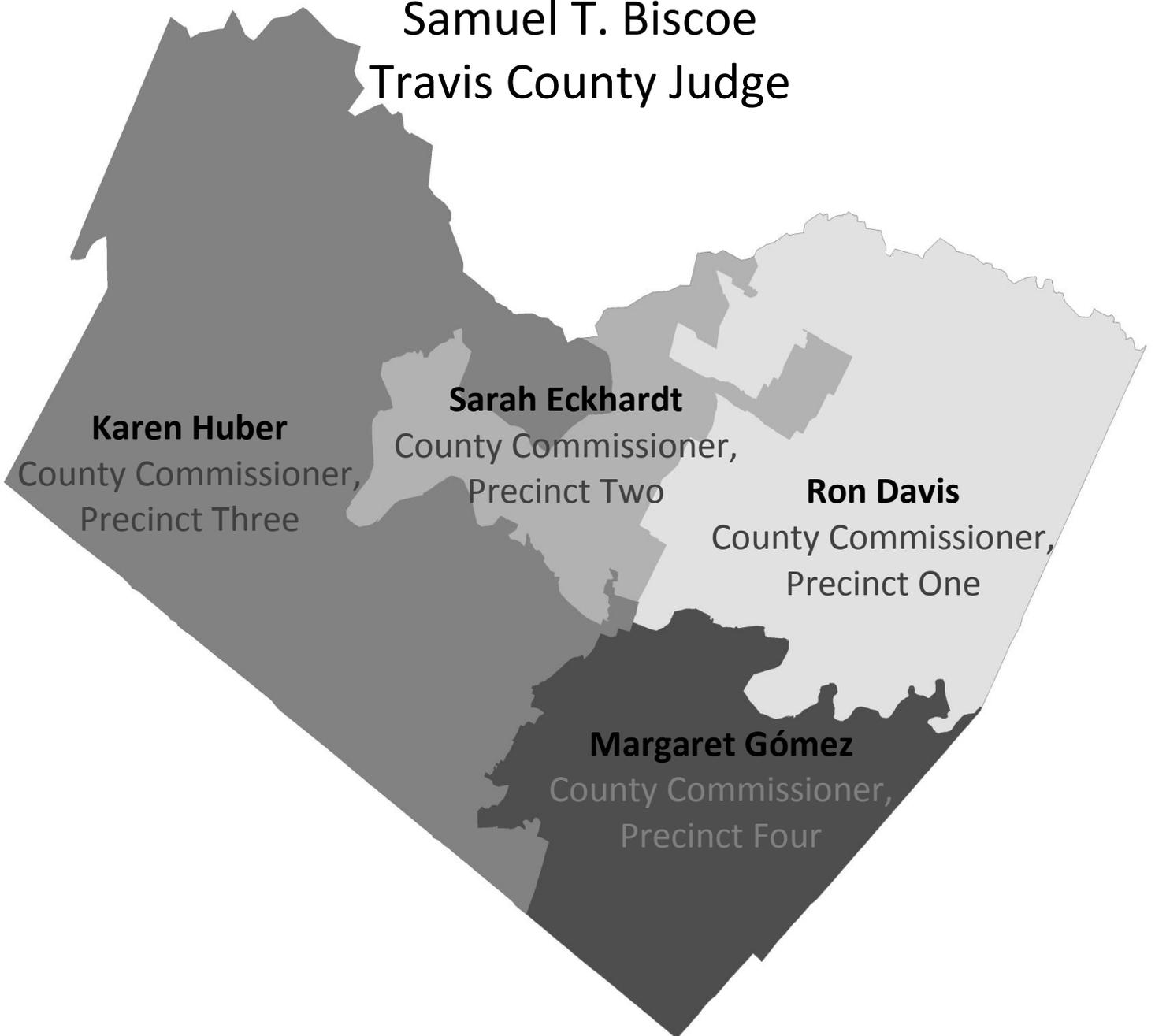


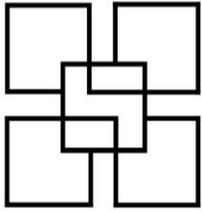
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ACRONYMS

Throughout this report, the reader will note the following acronyms:

ADA	Americans with Disabilities Act
AI	Analysis of Impediments to Fair Housing Choice
AP	Action Plan
CAPER	Consolidated Annual Performance Evaluation Report
CDBG	Community Development Block Grant
CFR	Code of Federal Regulation
Con-Plan	Consolidated Plan (governs CDBG Programs)
CPD	Community Planning and Development (part of HUD)
CPP	Citizen Participation Plan
EA	Environmental Assessment
ESG	Emergency Shelter Grant
FHA	Federal Housing Administration (part of HUD)
FSS	Family Support Services (a Travis County Social Service Program)
FTEs	Full Time Equivalents
HACT	Housing Authority of Travis County
HHS/VS	Travis County Department of Health & Human Service and Veteran Services
HOME	HOME Investment Partnership Program (HUD's Program)
HOPWA	Housing Opportunities for Persons with AIDS (HUD's Program)
H.T.E.	Accounting Software used by Travis County
HUD	United States Department of Housing and Urban Development
IDIS	Integrated Disbursement Information System (HUD's Financial Management System))
LMA	Low Mod Area of Benefit
LMC	Low Mod Clientele
LMH	Low Mod Housing
LMI	Low- and Moderate-Income (80% or below median household income)
LMJ	Low Mod Jobs
MFI	Median Family Income
OMB	Office of Management and Budget
PY	Program Year
PY11	Program Year 2011
RFP	Request for Proposals
RFQ	Request for Qualifications
RFS	Request for Services
SAP	Procurement and Financial Software used by the Travis County beginning in June 2012
TC	Travis County
TCHFC	Travis County Housing Finance Corporation
TxDOT	Texas Department of Transportation
TNR	Travis County Department of Transportation and Natural Resources
URA	Uniform Relocation Act



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 six 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.

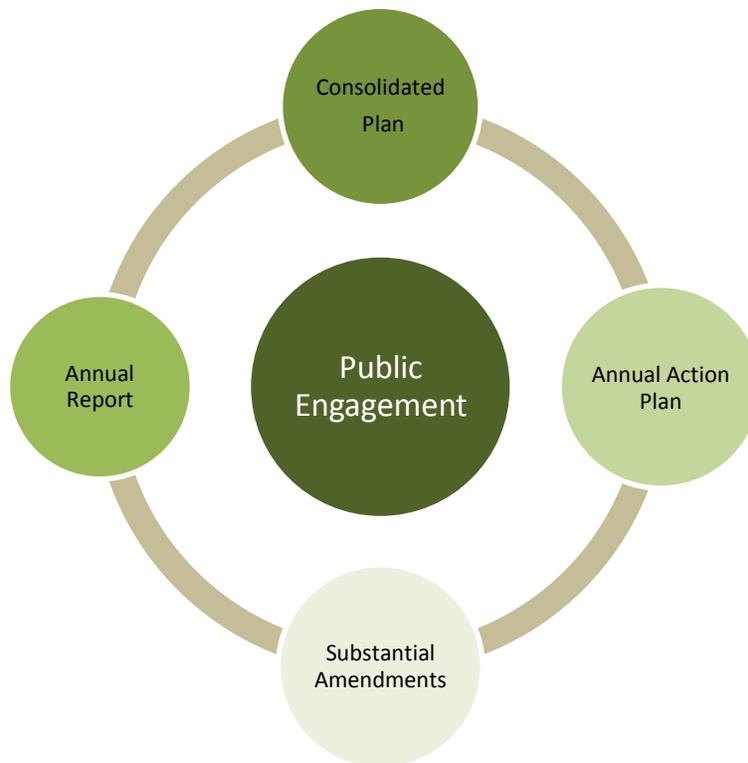
Usage of CDBG funds must meet a variety of parameters set nationally by HUD and locally by the County. Federal regulation requires that a minimum of 70% of the CDBG funds focus on projects for low- to moderate-income residents. Additionally, Travis County's allocation specifically targets residents living in the unincorporated areas of the county and, to be eligible, the activities must meet one of the following HUD 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 current Con-Plan identifies the County's community and housing needs and outlines the strategies to address those needs over a three-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.

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 Program Year 2011 (PY11) spanning October 1, 2011 to September 30, 2012.

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.

Summary of Resources and Distribution of Funds

The Program Year 2011 Action Plan detailed the proposed use of program funds for a single fiscal year from October 1, 2011 through September 30, 2012. PY11 allocated funds were used along with remaining funds from prior years. The following table represents use of funds for PY11 by project, including reallocated and unexpended funds from previous years, benefit in PY11, and status.

The following table presents a list of the projects implemented in PY11.

Figure 2: Progress of CDBG Projects as of September 30, 2012

Activities	Expected Benefit/ Served in PY11	Budgeted PY11 Funds	Prior Year funds available for PY11 (includes substantial amendments)	Amount Spent in Prior Years	Amount Spent in PY11	Status
Production of New Owner Housing Units Via land acquisition and infrastructure development	31/2 Housing Units	\$0	\$2.86	\$1,062,544.90	\$0	Continuing: Property acquired October 2010 & July 2011. Two houses are complete and occupied. The remaining houses are scheduled to be completed in 2014.

Activities	Expected Benefit/ Served in PY11	Budgeted PY11 Funds	Prior Year funds available for PY11 (includes substantial amendments)	Amount Spent in Prior Years	Amount Spent in PY11	Status
Homeowner Rehabilitation Minor home repair up to \$24,999	35/0 Housing Units	\$368,636	\$464,071.96	\$0	\$0	Continuing: A Request-for-Services (RFS) to hire a subrecipient to administer the program is complete and was released in October 2012. The program is scheduled to begin by January 2013.
Homebuyer Assistance: Direct Homeownership Assistance through Down Payment Assistance and Shared Appreciation Gap Financing	63/0	\$0	\$794,945	\$0	\$0	Continuing: A subrecipient was identified and a contract executed in September 2012. The program will launch in the first quarter of PY12.
Street Improvements: Lake Oak Estates	126/0	\$145,000	\$0	\$0	\$54,192.80	Continuing: This is a phased project. During PY11, a design consultant was selected, and at close of year design services and environmental review were underway.
Street Improvements: Lava Lane	N/A (see note)	\$0	\$10,552.19	\$	\$10,552.19	Completed: This project was completed in PY10 and reported as final in the PY10 CAPER. This was an additional invoice that was paid in PY11.
Public Services, Other: Family Support Services (FFS) Social Work Services Expansion –Travis County HHS/VS Program	500/391	\$118,500	\$0	\$0	\$89,468.77	Completed 09/30/12
Administration & Planning: CDBG	N/A	\$158,000	\$0	\$0	\$153,145.83	Completed 09/30/12
Total		\$790,136	\$1,259,020.96	\$1,269,573.15	\$307,359.59	

CDBG Recovery Act funds were available to spend in PY11. The funds were required to be spent by September 30, 2012. Figure 3 shows the final year of expenses for the project.

Figure 3: Progress of CDBG-R Project as of September 30, 2012

Activities	Expected Benefit/ Served in PY11	CDBG-R Funds	Amount Available in PY11	Amount Spent in Prior Years	Amount Spent in PY11	Status
Home Rehabilitation: Water Connections for Plainview Estates	39/20 Housing Units	\$226,300	\$142,201.84	\$84,098.16	\$117,692	Completed: All properties that were income eligible and wanted a connection were connected.
Total		\$226,300	\$142,201.84	\$84,098.16	\$117,692	

Timely Spending of Funds

As part of the mandate from Congress to administer the CDBG program, each year HUD determines 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 test occurs every August. The threshold for compliance with timeliness is having no more than 1.5 times the current year’s allocation unspent. The Program did not achieve timeliness with a ratio of 2.38 for its August 2012 timeliness test. A work out plan that demonstrates compliance by next year was submitted to HUD and has been approved.

Public Participation

During PY11, the public had ample opportunity to participate in the development of the PY12 Action Plan. During the months of February and March 2012, the public had an opportunity to identify the needs of the unincorporated areas by:

- 1) Attending one of five public hearings,
- 2) Turning in a Participation Form, or
- 3) Turning in a Project Proposal form.

Public Hearings and Participation Forms

The purpose of the hearings and participation forms were to obtain the public’s input on community development, housing, and public service needs, as well as potential project ideas to address those

needs. The first hearing, held at the Travis County Commissioners Court (TCCC), followed a traditional hearing format, while those held in each of the precincts had an information session followed by facilitated discussion. The hearings were held according to the following schedule:

Figure 4: Locations and Dates of Public Hearings Held to Collect Information for the PY12 Action Plan

Locations of Hearings		Dates/Times of Public hearings
Community-Wide Hearing	Travis County Commissioners Court, Granger Building	Tuesday, February 21, 2012 9:00 am
Precinct 1	Eastside Service Center	Wednesday, February 22, 2012 6:30 pm
Precinct 2	Steiner Ranch Community Center	Saturday, February 25, 2012 9:00 am
Precinct 3	West Rural Community Center, Oak Hill	Monday, February 27, 2012 6:30 pm
Precinct 4	South Rural Community Center, Del Valle	Thursday, February 23, 2012 6:30 pm

The public that could not participate in public hearings had the choice of providing their input by filling out a Participation Form or a Project Proposal Form. These forms were provided to interested parties upon request and were available in both English and Spanish on the Travis County CDBG website.

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 PY12 Action Plan the 30-day public comment period was held from June 18, 2012 to July 17, 2012 and the two public hearings occurred on June 26, 2012 and July 10, 2012.

The public comment period was advertised on the County's website and in newspapers of general circulation during the week of May 28th. In addition, notifications by mail and e-mail were sent to service providers, to citizens who attended public hearings in the past, to the community liaison departments of school districts, and to neighborhood associations. The announcements were available in English and Spanish.

In addition, as part of the development of the Analysis of Impediments to Fair Housing Choice (AI), public meetings were held at two separate sites on consecutive evenings to solicit comment on fair housing issues. The meetings were held on June 12, 2012 at the Oak Hill Community Center and on June 13, 2012 at the Del Valle Community Center. Public notices announcing the meeting were

distributed in English and Spanish among social service providers and posted in well-trafficked public locations. Translators were available at both meetings.

RECOVERY ACT FUNDS

The American Recovery and Reinvestment Act of 2009 ("Recovery Act") was signed into law by President Barack Obama on February 17, 2009. The Recovery Act awards \$1 billion in CDBG Recovery (CDBG-R) funds to be distributed to cities, counties, insular areas and states, of which \$10 million has been reserved by the U.S. Department of Housing (HUD) for its administrative costs and \$10 million of which will be awarded to Indian tribes. Recipients of the remaining \$980 million of CDBG-R funds were the approximately 1,200 jurisdictions that received CDBG funding in Fiscal Year 2008.

Travis County, as an entitlement jurisdiction that received CDBG funding in Fiscal Year 2008, qualified to apply for \$226,300 in CDBG-R funds. As is the case with the regular CDBG funds, these funds must benefit Travis County low- to moderate-income residents who live in the unincorporated areas of the county.

One project was selected. The Plainview Estates Water Connection project assisted low- to moderate-income residents connect to a permanent water source. During PY11, the CDBG-R project was completed and assisted 20 homes connect to water.

SUBSTANTIAL AMENDMENTS

When any changes are made to projects, CDBG staff must analyze whether or not a substantial amendment needs to occur. According to Travis County's Citizen Participation Plan as required by HUD rules, a substantial amendment is required if any of the changes represent 1) a change in the location or beneficiaries of a project proposed under the Consolidated Plan or Action Plan, 2) a change in the scope of the project by more than 25%, or 3) a change in the funding of a new project that was not originally selected.

In PY11, Travis County made substantial amendments to PY06, PY08, PY09, and PY10, and to the 2011-2013 Consolidated Plan. The public comment period and public hearings for the Substantial Amendments coincided with public comment for the PY12 Action Plan. The amendments were approved by TCCC on August 7, 2012.

Amendment to PY06, PY08, PY09, and PY10 Action Plans: Project Savings

Over the last five years, several projects had cost savings and those funds were reallocated to another purpose. The chart below summarizes the project savings. Project savings is defined as funds available after a project's completion.

Figure 5: Project Savings	
Original Project	Project Savings
PY06 Lava Lane	\$423.86
PY10 Lava Lane	\$129,685.02
PY09 Administration and Planning	\$1,106.23
PY10 Administration and Planning	\$28,593.65
PY10 Social Work Expansion	\$3,920.52
PY08 Land Acquisition – Phase 2	\$2,355.68
PY09 Land Acquisition – Phase 2	\$29,751.00
PY09 YFAC Flex Fund	\$32,100.00
TOTAL	\$227,935.96

Amendment to PY09 Action Plan: Deletion of Youth and Family Assessment Center (YFAC) Flex Fund Expansion Project

The YFAC program is an internal Travis County HHS/VS program that 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. In the PY09 Action Plan, an expansion of the program was approved as a CDBG project with \$32,100 in funds. This project was not implemented. Given the relatively small amount of funding for this project, other CDBG projects with larger funding amounts were given higher priority to ensure for timely spending of funds. Additionally, this project represents an expansion of an existing program that is funded through General Funds, so clients are currently able to access these services in other ways and deletion of the

CDBG funds did not impact service provision. Because other projects better meet the strategic goals for the CDBG program, this project was deleted from PY09 Action Plan and the funds reprogrammed.

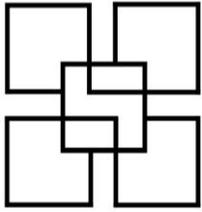
Reallocation of Funds

The project savings in the PY06-PY10 Action Plans and the funds from the deletion of the above mentioned public service project were reallocated to Owner Occupied Home Rehabilitation.

Amendment to the PY2011-2013 Consolidated Plan

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. Beginning in PY12 the Village of Webberville will be part of the CDBG Program service area.

The addition of the Village of Webberville does not change the analysis of community needs or the identification of strategic directions for PY2011-2013. This amendment acknowledges the inclusion of the Village of Webberville and the eligibility of projects to be located there.



GENERAL QUESTIONS

STATUS OF PROJECTS

PROJECT 1:

OWNER HOUSING – PRODUCTION OF NEW UNITS

Activity: Land Acquisition

IDIS Activity Numbers: 7 for PY06, 10 for PY07, 26 for PY08, and 33 for PY10



Dedication of first house for the project



Dedication of second house for the project

Project Description

Parcels of 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). Financing for the lots is 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 nonprofit, 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

- ◆ Two houses were completed during PY11 and are currently occupied.

Performance Measure

Affordability for the purpose of creating decent housing.

Activity	Con-Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY11	Total CDBG funds Expended	Amended Goal/ Actual
Owner Housing	High	CDBG Private	Prior Years: \$1,062,544.90	\$282,342	\$0	\$1,062,544.90	31/2 Housing Units

PROJECT 2:

HOMEOWNER REHABILITATION

Activity: Home Repair

IDIS Activity Numbers: 16 for PY08, 21 for PY09, and 36 for PY11

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 nonprofit, designated subrecipient 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 homeowner for a single home in the form of a 5-year forgivable loan.

Project Status and Progress to Date

- A Tier One environmental was drafted.
- At close of PY11 a Request-for-Services (RFS) to identify a subrecipient for administration of the program is in the final stages of internal Travis County review.
- The project is anticipated to launch in January 2013, and will begin providing service to those who qualify. Qualified homeowners on the existing waiting list for the project will be considered first.

Performance Measure

Improving the quality of owner housing.

Activity	Con-Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY11	Total CDBG funds Expended	Amended Goal/ Actual
Home Rehabilitation	High	CDBG	Prior Years*: \$464,071.96 PY11 \$368,636	\$ 0	\$ 0	\$ 0	35/0 Housing Units

* Substantial Amendment in June 2012 reallocated funds from prior year project savings and from deletion of YFAC Flex Fund project.

PROJECT 3:

LAKE OAK ESTATES

Activity: Street Improvements

IDIS Activity Numbers: 35 for PY11

Project Description:

The Lake Oak Estates Neighborhood completed a primary survey in March 2011 and was identified as a low- to moderate- income area. The roads in the unincorporated areas of Lake Oak Estates do not meet Travis County standards; therefore, the substandard roads cannot be accepted into the Travis County road maintenance program until they have been improved.



Facing Northwest on Holly Lane



Facing Southeast on Bowling Lane

The street improvement scope of work may include, but is not limited to: 1) design services, 2) land surveying services, 3) geo-technical services, 4) drainage design services, 5) utility location and relocation coordination services, 6) environmental review and related regulatory permits, 7) acquisition of right-of-way and easements, and 8) construction.

The project will take place in three phases and include the improvement to sections of Cavalier Canyon Drive, Bowling Lane, Covenant Canyon Trail, Holly Lane, and related cross streets. The first phase, funded with PY11 grant funds, included: 1) design services, 2) land surveying services, 3) geo-technical services, 4) drainage design services, 5) utility location and relocation coordination services, 6) environmental review and related regulatory permits, and 7) project management time. The

improvements impact 126 people, of which, 85.7% are considered low- to moderate-income based on the primary survey.

Project Status and Progress to Date

- A Request-for-Qualifications (RFQ) process took place in PY11 and an architectural and engineering firm was selected to administer the design phase of the program.
- In July of 2011 a Notice to Proceed was issued to the chosen firm.
- At close of PY11, design is underway.
- At close of PY11, draft environmental report has been completed and is awaiting Travis County review.

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 PY11	Total CDBG Funds Expended	Goal/ Actual
Street Improvements	High	CDBG	PY11: \$145,000	NA	\$54,192.80	\$54,192.80	126/0 People

PROJECT 4:

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 Family Income (MFI), 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 subrecipient. All program income will be reinvested into the Homebuyer Assistance program.

Shared Appreciation Gap Financing

Households earning 80% or less of the AMI may obtain 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 property’s appreciation value.

Down Payment Assistance

Households earning 80 percent or less of the area MFI may obtain up to \$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 receiving financial 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 Request-for-Services (RFS) process took place in PY11 and a subrecipient was selected to administer the program.
- The subrecipient contract was approved on September 11, 2012.
- At close of PY11, Travis County and the subrecipient are finalizing all program processes and forms, and the program will begin accepting applications in early PY12.

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 PY11	Total CDBG Funds Expended	Goal/ Actual
Homebuyer Assistance	High	CDBG	Prior Years: \$794,945	N/A	\$0	\$0	63/0 Households

PROJECT 5:

PUBLIC SERVICES, OTHER

Activity: HHS/VS Family Support Services (FFS) Division Social Work Services Expansion

IDIS Activity Number: 34 for PY11

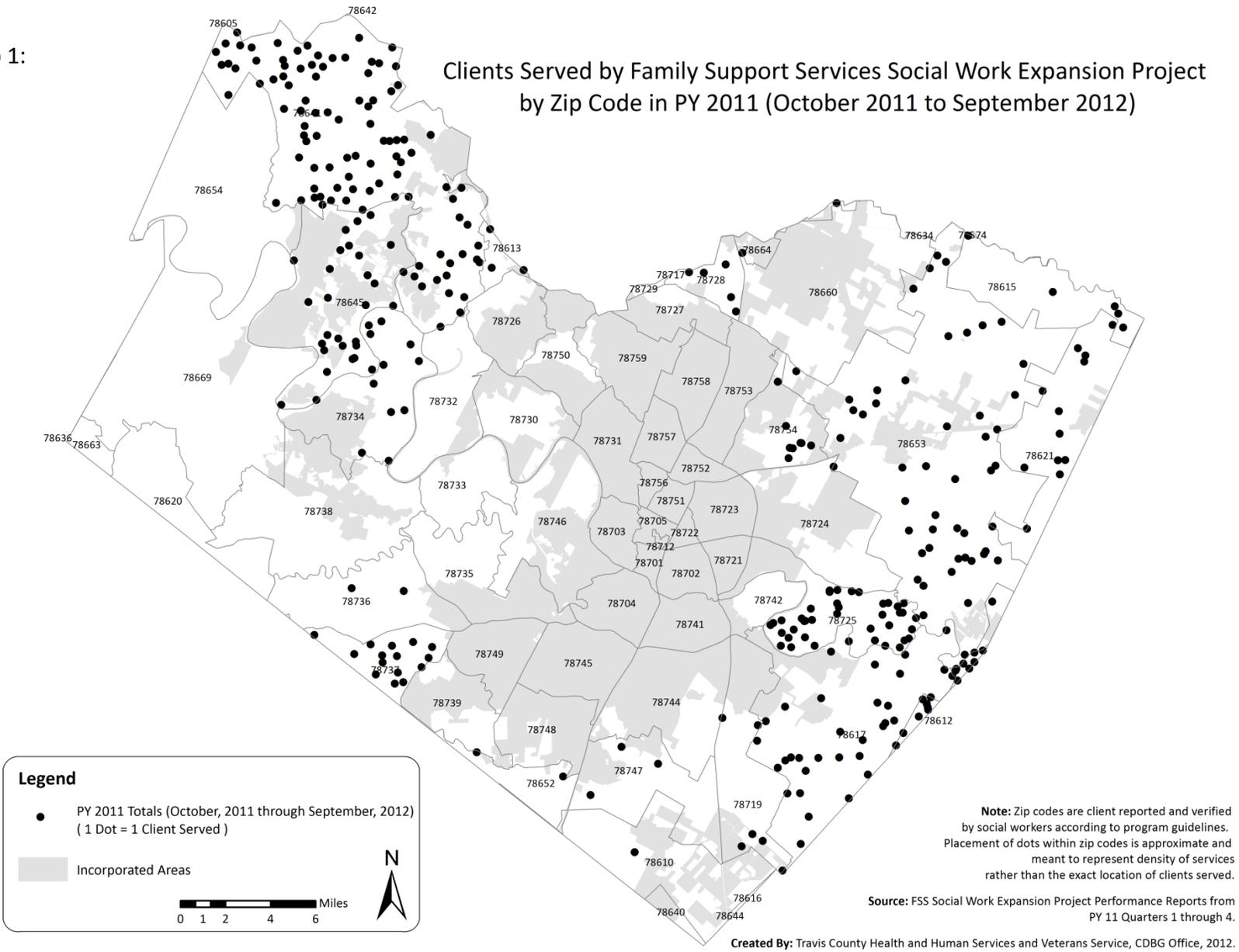
Project Description

This program is an internal Travis County Health and Human Services & Veterans Service (HHS/VS) expansion of existing services. In PY11, the program was redesigned to expand social work services by increasing to the equivalent of one-and-a-half social workers resulting in additional capacity to provide case management, information and referral, non-clinical counseling, crisis intervention, and outreach in all four precincts of the unincorporated areas. The 1.5 full time equivalents (FTEs) partially funded eight social workers who work at a Travis County HHS/VS facility; however, to reduce transportation barriers, the social workers provide the majority of service provision through home visits. Additionally, part of the funds will be used for operating expenses such as items necessary to provide home-based services, and mileage and training, among other related expenses.

Project Status and Progress to Date

- Outreach to a total of 422 agencies, school districts, churches, and neighborhood associations during PY11 to inform community members about the social work services available.
- 391 people benefitted from services provided during PY11. Services included case management, referrals, non-clinical counseling, and crisis intervention.
- 7 clients received assistance through the Youth and Family Assessment Center program.
- 35 clients were assisted with Travis County or State funded rent or utility assistance programs.
- A map is included below to show the number and distribution of clients served by the program in PY11.
- While the program did not meet the anticipated 500 clients, it was Year 1 of a program design change and the outreach became a key component to gaining access to underserved clients.

Map 1:



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 PY11	Total CDBG Funds Expended	Goal/ Actual
Public Services	High	CDBG	PY11: \$118,500	\$26,650.93*	\$89,468.77	\$89,468.77	500/391 People

*Leveraged funding comes from Travis County General Fund rent and utility assistance, Flexible Youth Funding and State pass through funds for utility and rental assistance.

PROJECT 6:

PLANNING AND ADMINISTRATION

Activity: Administration

IDIS Activity Number: 37 for PY11

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 Travis County Department of Transportation and Natural Resources (TNR) Senior Engineer who acts as a project manager for CDBG-funded street and water supply improvement projects. The TNR Senior Engineer also coordinates the preparation of project scopes, eligibility, cost estimates, and project design.

Project Status and Progress to Date

- ◆ During PY11, CDBG staff provided technical assistance to one neighborhood to enable them to conduct a primary survey
- ◆ Through a Request for Services (RFS) process a consultant was hired to undertake a county-wide Analysis of Impediments to Fair Housing Choice (AI).
- ◆ The first draft of the AI was delivered for County review.
- ◆ Through an RFS process a nonprofit was contracted to administer the Homebuyer Assistance Program and the RFS process for the Home Rehabilitation project was finalized for release.
- ◆ Staff provided significant amounts of technical assistance and training to contractors, internal departments and subrecipients.
- ◆ The PY10 CAPER and PY12 Action Plan were completed on time.
- ◆ Staff assisted the Research and Planning Department of HHS/VS in drafting two reports: *Travis County Snapshot from the American Community Survey* and an annual *Community Impact Report*.
- ◆ Staff participated in homeless and housing planning through a variety of groups including the steering committee for a regional Opportunity Mapping project, the Continuum of Care Independent Review Team, and the Hunger and Homeless Awareness Week Committee.

Performance Measure

N/A

Activity	Con-Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY11	Total CDBG Funds Expended	Goal/ Actual
Planning	High	CDBG Travis County	\$158,000	\$148,950.06*	\$153,145.83	\$153,145.83	N/A

* Leveraged funding is in the form of general fund dollars.

CDBG-RECOVERY

The American Recovery and Reinvestment Act of 2009 ("Recovery Act") was signed into law by President Barack Obama on February 17, 2009. The Recovery Act awards \$1 billion in CDBG Recovery (CDBG-R) funds to be distributed to cities, counties, insular areas and states, of which \$10 million has been reserved by the U.S. Department of Housing (HUD) for its administrative costs and \$10 million of which will be awarded to Indian tribes. Recipients of the remaining \$980 million of CDBG-R funds were the approximately 1,200 jurisdictions that received CDBG funding in Fiscal Year 2008.

Travis County, as an entitlement jurisdiction that received CDBG funding in Fiscal Year 2008, qualified to apply for \$226,300 in CDBG-R funds. As is the case with the regular CDBG funds, these funds must benefit Travis County low- to moderate-income residents who live in the unincorporated areas of the county. In addition, the CDBG-R funds must meet at least one of the objectives of the Recovery Act by stimulating the economy through measures that modernize the Nation's infrastructure, improve energy efficiency, or expand educational opportunities and access to health care.

The application for funds was conducted through a modified Substantial Amendment process in May 2009 and submitted in June 2009. Below is a summary of the project that was funded with CDBG-R funds.

PROJECT 7:

PLAINVIEW WATER CONNECTION PROJECT

Activity: Home Rehabilitation

IDIS Activity Number: 20 for PY11

Project Description

This project involves the service connection of approximately 39 houses (approximately 140 individuals) to public water infrastructure for the first time. The homes are located in Plain View Estates, a primarily low- to moderate-income neighborhood located in the unincorporated areas of Eastern Travis County that has experienced water shortages in the residents' personal wells resulting in some residents having to truck in water. Connections were only provided to income eligible low- to moderate-income homeowners at or below 80% of the Area Median Family Income as defined by HUD.

The project includes design, engineering, surveying, environmental review, construction and related costs for project management and eligibility determination. Work was completed by a design consultant and construction contractor, and the project was managed by the Travis County Transportation and Natural Resources Department, CDBG Senior Engineer.



American Recovery and Reinvestment Act Sign



South view from Plain View Drive



West view of Plain View Drive

Project Status and Progress to Date

- ◆ During 2011, an Environmental Assessment was completed and certified by the Travis County Commissioners Court and signed by the Travis County Judge.
- ◆ A construction contract was issued to Keystone Construction of Austin, Texas to install the water services lines and connect the houses to the existing water distribution system.
- ◆ 20 households (66 individuals) were approved as income eligible for the project.
- ◆ Of the possible 39 homes to be assisted, 20 were approved for connection. The remaining 19 were already connected, did not want service, or did not qualify.
- ◆ Water service is being supplied by SouthWest Water Company.

Activity	Con-Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG-R funds Expended during PY11	Total CDBG-R Funds Expended	Goal/ Actual
Home Rehabilitation	High	CDBG-R	\$226,300	\$0	\$117,692	\$201,790.16	39 households/20 households

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 PY12 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. 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 6: Geographic Distribution of Grant Activity for the Program Year 2011

Project	Location/ Census Tract
<ul style="list-style-type: none"> ▪ Production of New Owner Housing Units: via Land acquisition 	Precinct 1, Census Tract: 22.05 Block Group: 4
<ul style="list-style-type: none"> ▪ Street Improvements: Lake Oak Estates 	Precinct 4, Census Tract: 17.42, Block Group: 2
<ul style="list-style-type: none"> ▪ Public Services, Other: Family Support Services Social Work Services Expansion 	Various eligible households in the unincorporated areas of Travis County. Specifically residents in the following zip codes were served in PY11: 78610, 78612, 78613, 78615, 78617, 78621, 78641, 78645, 78652, 78653, 76854, 78660, 78664, 78719, 78724, 78725, 78728, 78734, 78736, 78737, 78739, 78744, 78747, 78754
<ul style="list-style-type: none"> ▪ Housing Rehabilitation 	Households residing in the unincorporated areas of the County
<ul style="list-style-type: none"> ▪ Homebuyer Assistance 	Households purchasing homes in the unincorporated areas of the County

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 implemented during PY11 and the maps identify where each of the street improvements, land acquisition, and public service projects are located.

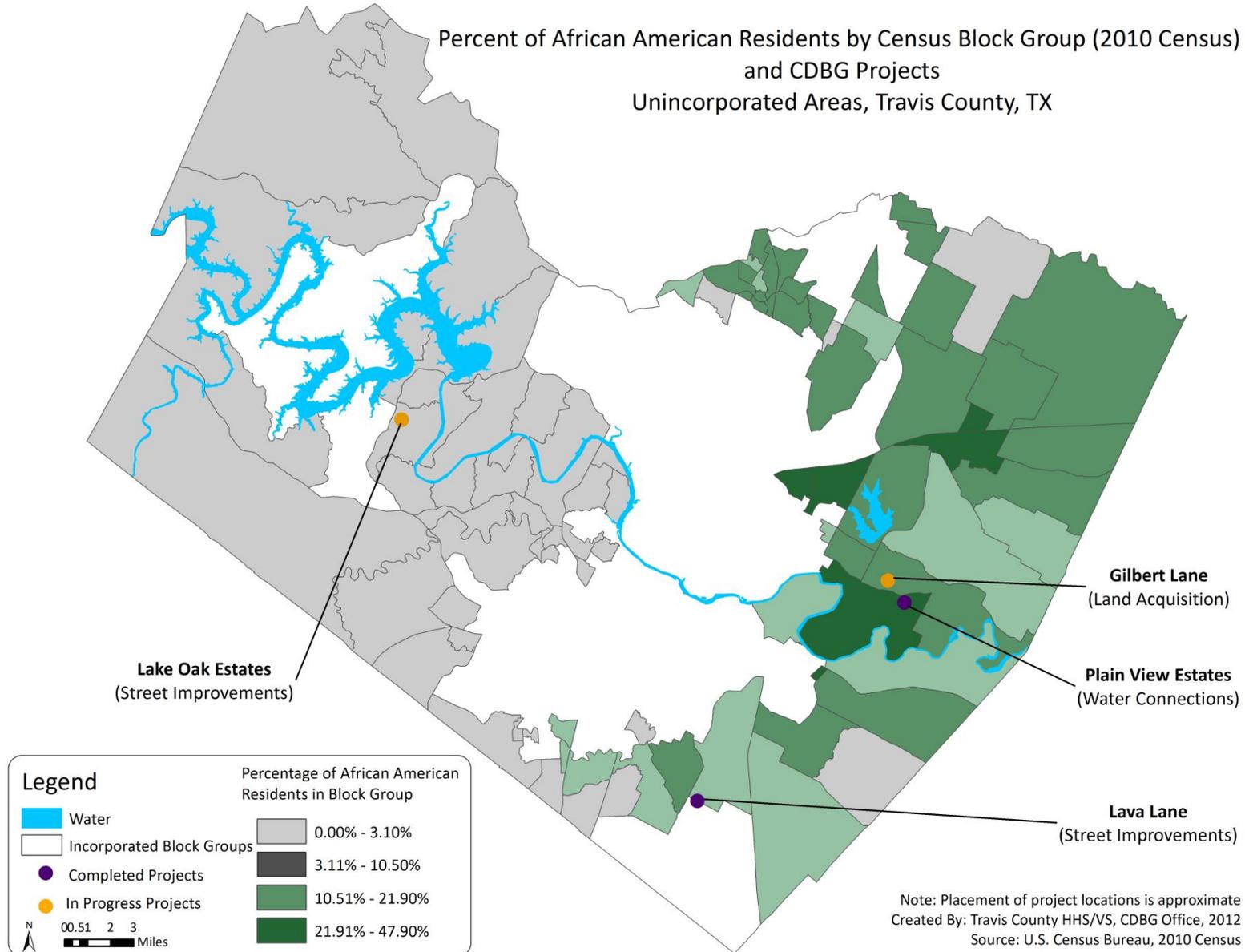
Figure 7: PY11 Project Beneficiaries by Race and Ethnicity

Project	Ethnicity		Race					Total # of People Benefited
	Hispanic	Non-Hispanic	Amer. Indian or Alaskan Native	Asian/ Pac. Islander	Black or African American	White	Other/ Multi Race	
▪ Public Services, Other – FFS Services*	125	266	2	0	61	318	10	391
▪ Lake Oak Estates	88	38	0	0	0	29	97	126
▪ Plain View Estates	65	1	0	0	1	24	41	66
▪ Land Acquisition*	9	0	0	0	0	9	0	9
Total	287	305	2	0	62	380	148	592

*Data gathered from the PY11 performance report submitted by service providers.

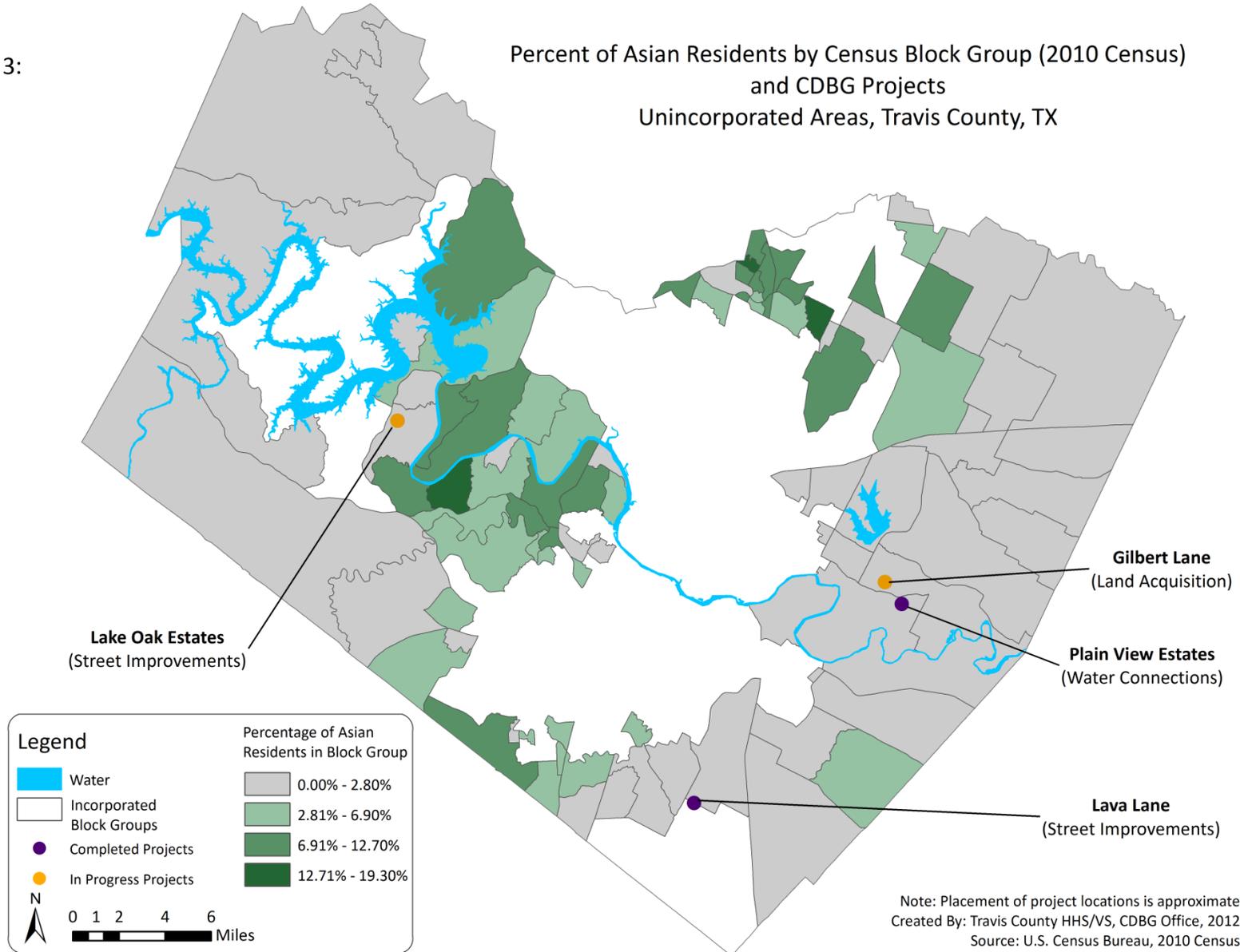
Map 2:

Percent of African American Residents by Census Block Group (2010 Census) and CDBG Projects Unincorporated Areas, Travis County, TX



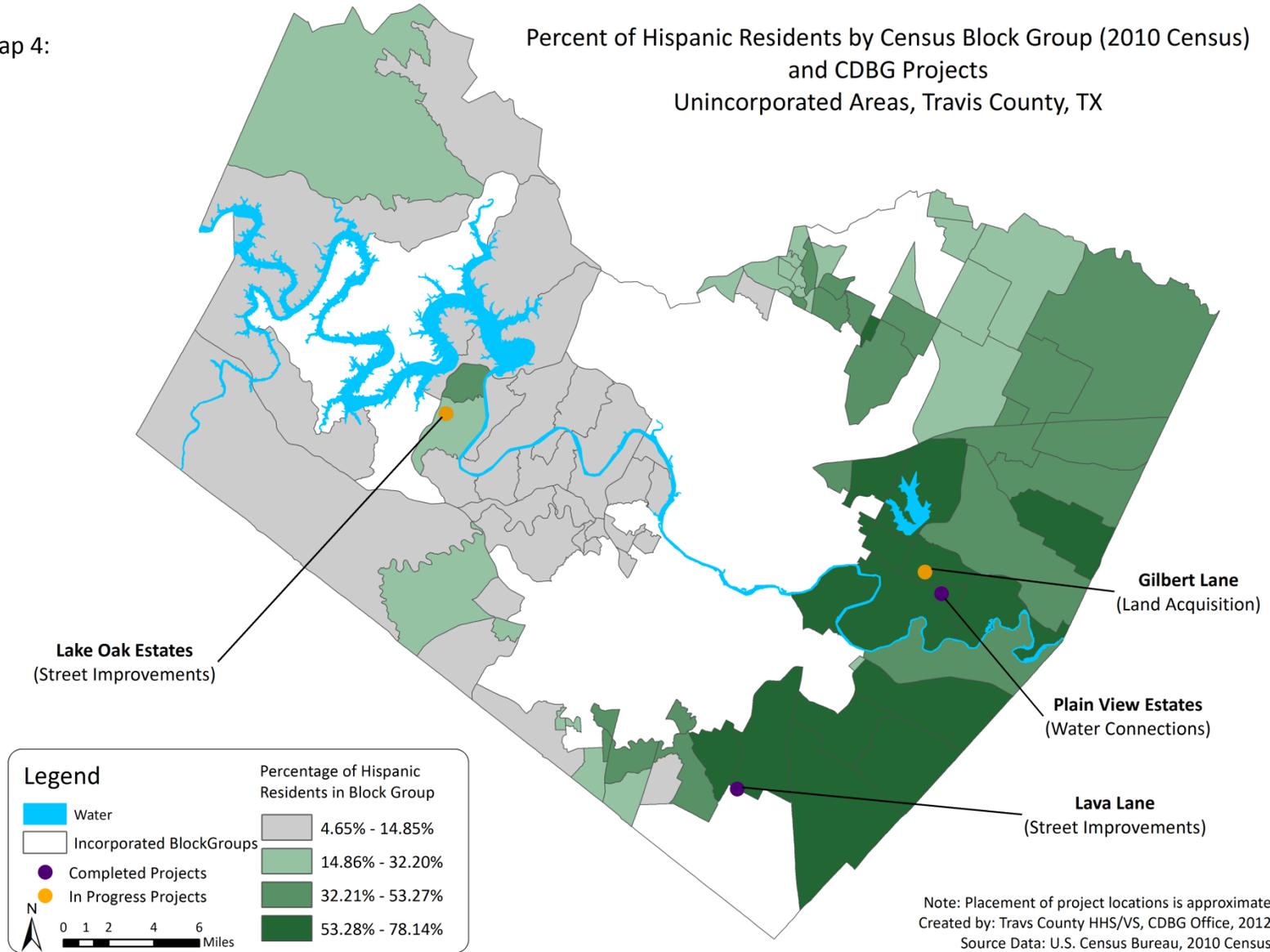
Map 3:

Percent of Asian Residents by Census Block Group (2010 Census) and CDBG Projects Unincorporated Areas, Travis County, TX



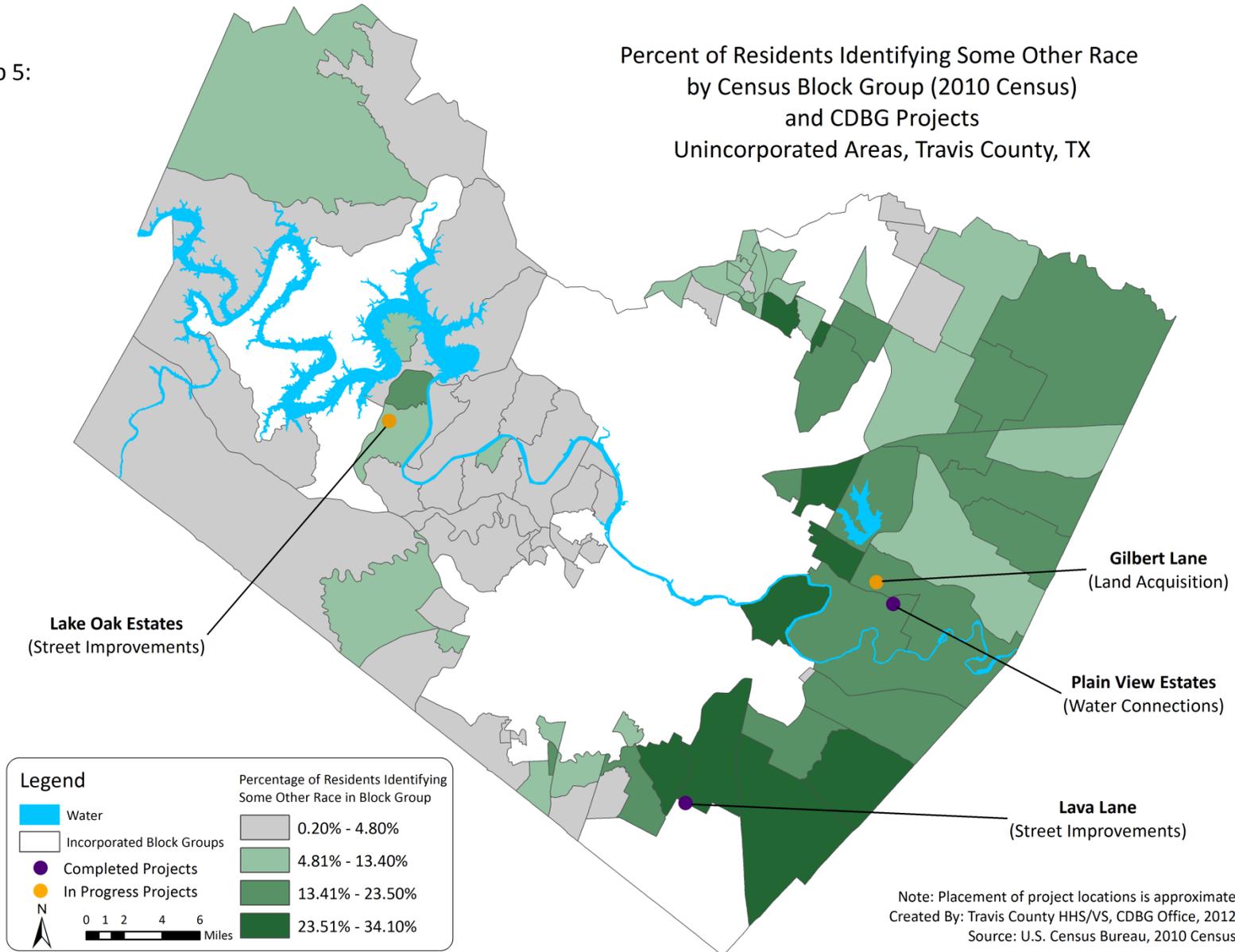
Map 4:

Percent of Hispanic Residents by Census Block Group (2010 Census) and CDBG Projects Unincorporated Areas, Travis County, TX



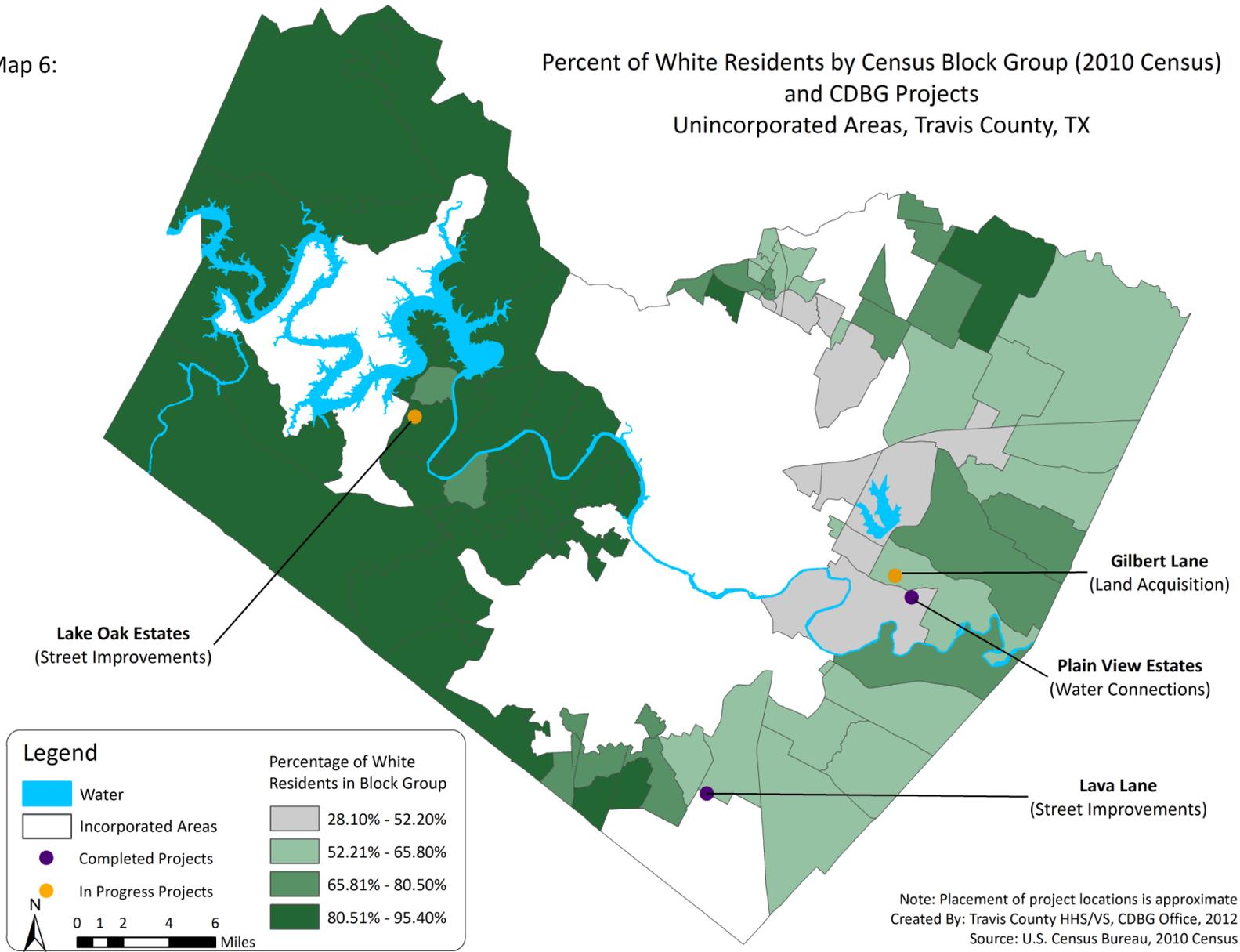
Map 5:

Percent of Residents Identifying Some Other Race by Census Block Group (2010 Census) and CDBG Projects Unincorporated Areas, Travis County, TX



Map 6:

Percent of White Residents by Census Block Group (2010 Census) and CDBG Projects Unincorporated Areas, Travis County, TX



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:

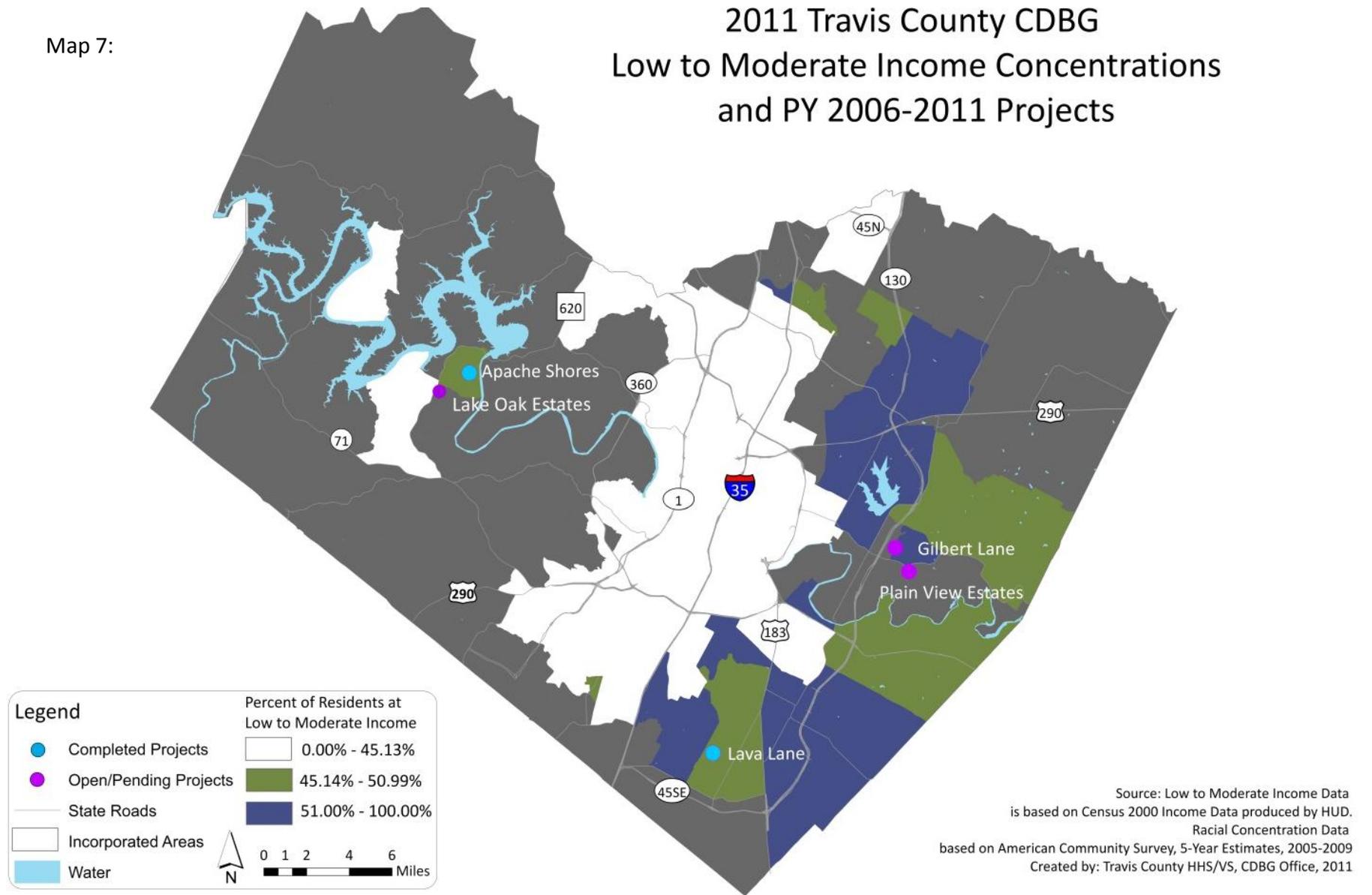
- 1) benefitting low/moderate income (LMI) persons;
- 2) addressing slum or blighted areas; and
- 3) addressing an urgent need.

All of the projects implemented during the Program Year 2011 met the national HUD 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 2011 Report located in Appendix C shows that 100% of the PY11 expenditures benefitted low/moderate income persons.

For an activity to qualify as meeting the LMI 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. A low-to-moderate (low-mod) 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 LMI persons. A limited clientele (LMC) activity is one where 51% 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.

Map 7:

2011 Travis County CDBG Low to Moderate Income Concentrations and PY 2006-2011 Projects



The following table summarizes the category under which each project qualifies to meet the LMI 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.

Figure 8: PY11 Beneficiaries By Income

Project	National Objective	Low to Moderate Income Target			Above Moderate Income (Above 80% MFI)	Total People Benefited
		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)	✓	4	5	N/A	9
▪ Home Rehabilitation	Low/Moderate Income Housing (LMH)	✓	✓	✓	N/A	0
▪ Street Improvements Lake Oak Estates	Low/Moderate Income Area Benefit* (LMA)	53	38	17	18	126
▪ 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)	309	69	13	N/A	391
▪ Plainview Estates [^]	Low/Moderate Income Housing (LMH)	31	6	29	N/A	66
Total persons served		393	117	64	18	592

MFI = Median Family Income as defined by HUD Area Benefit

*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>. The Lake Oak Estates neighborhood conducted a primary survey that indicated 85.7% of respondents were below 80% MFI.

[^] The Plainview Estates Project was funded with CDBG-R funds.

Note: A checkmark indicates anticipated income levels of project beneficiaries.

Compliance with CON-PLAN Goals

CDBG projects must also fit within one of the high priority project categories approved by Travis County Commissioners Court for the 2011-2013 planning period. The following list summarizes those high priorities identified and the corresponding projects implemented during PY11.

Figure 9: High Priorities in the 2011-2013 Consolidated Plan and Projects Implemented in PY11

High Priorities	Projects
Housing	Gilbert Lane Land Acquisition; Home Buyer Assistance; Home Repair
Infrastructure	Street Improvements: Lake Oak Estates
Community Services	Public Services: Social Work Expansion

Assessment of Goals and Objectives

This section articulates the CDBG accomplishments for PY11 as they relate to the goals and objectives, spending, overall performance and effective grant management. A total of 592 people benefited from the projects completed under the first year of the 2011-2013 Consolidated Plan.

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 qualifying households have purchased the homes.

Figure 10: Summary of Specific Objectives (HUD Table 1 C)

Project Title	Specific Objectives	Sources of Funds	Performance Indicators	Year	Target #	Actual #	Percent Completed
SL-1 Availability/Accessibility of Living Environment (Outcome/Objective)							
Street Improvements: Lake Oak Estates	Improve quality of public improvement for lower income persons	CDBG	Number of people who will benefit from improved road	2011	0	0	0
				2012	126	N/A	N/A
				2013	126	N/A	N/A
			Multi-year Goal		126	0	0

Project Title	Specific Objectives	Sources of Funds	Performance Indicators	Year	Target #	Actual #	Percent Completed
SL-1 Availability/Accessibility of Living Environment (Outcome/Objective)							
Family Support Services Social Work Services Expansion	Improve the availability of services for low/mod income persons	CDBG	Number of people with expanded access to service	2011	500	391	78%*
				2012	500	N/A	N/A
				2013	500	N/A	N/A
				Multi-year Goal		1500	391
Homeowner Rehabilitation: Plainview Estates	Improve the quality of owner housing	CDBG-R	Number of households who have benefitted or will benefit	2011	39	20	51%*
				2012	N/A	N/A	N/A
				2013	N/A	N/A	N/A
				Multi-year Goal		39	20
Homeowner Rehabilitation	Improve the quality of owner housing	CDBG	Number of housing units rehabilitated or to be rehabilitated	2011	20	0	0
				2012	8	N/A	N/A
				2013	7	N/A	N/A
				Multi-year Goal		35	0
DH-2 Affordability of Decent Housing (Outcome/Objective)							
Owner Housing - Production of New Units: Land Acquisition	Owner housing	CDBG	Number of housing units constructed or to be constructed	2011	6	2	33%
				2012	6	N/A	N/A
				2013	6	N/A	N/A
				Multi-year Goal		18	2
Homebuyer Assistance	Owner housing	CDBG	Number of households who will benefit	2011	20	0	0
				2012	15	N/A	N/A
				2013	4	N/A	N/A
				Multi-year Goal		39	0

*The project is complete.

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 11: 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 2011

Overall Expenditures

During PY11, spending occurred in five different projects and progress was made in moving forward with the remaining two. Of the funds available to the five activities, \$307,359.59 was spent, per HUD's data management system called IDIS.

Figure 12: CDBG PY11 Summary Financial Report from IDIS

CDBG Program Year 2011 Summary Financial Report	
Carryover from PY10	\$1,269,571.85
PY11 CDBG Entitlement Grant	\$790,136
Total CDBG Funds Available for PY11	\$2,059,707.85
PY11 Funds Committed	\$2,059,707.85
PY11 Funds Expended	\$307,359.59
Carryover to PY12	\$1,752,348.26
HUD Timeliness Ratio	2.21

EXPENDITURES PER PROJECT

The following figure summarizes the budgeted funding, the expended funds and the percent expended for each of the projects.

Figure 13: Summary of PY11 Expenditures by Project

Activities	PY11 Budgeted Funding Available	Expended during PY11	Percent Expended	PY11 Cap Percentages
Production of New Owner Housing Units: Via land acquisition and infrastructure development	Prior Year's Funding: \$4 PY11: \$0	\$0	99.9%	N/A
Homeowner Rehabilitation: Minor home repair up to \$24,999	Prior Year's Funding: \$464,071.96 PY11: \$368,636	\$0	0%	N/A
Homebuyer Assistance: Direct Homeownership Assistance through Down Payment Assistance and Shared Appreciation Gap Financing	Prior Year's Funding: \$794,945 PY11: \$0	\$0	0%	N/A
Street Improvements: Lake Oak Estates	\$145,000	\$54,192.80	37.4%	N/A
Public Services, Other: Family Support Services (FFS) Social Work Services Expansion – Travis County HHS/VS Program	\$118,500	\$89,468.77	75.5%	11.32%
Administration & Planning: CDBG	\$158,000	\$153,145.83	96.9%	19.38%
Plainview	Prior Year CDBG-R funding: \$226,300	Total actual spent for entire project: \$201,790.16	89.1%	N/A

TIMELY SPENDING OF FUNDS

As part of the mandate from Congress to administer the CDBG program, each year HUD determines 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, occurs every August. The threshold for compliance with timeliness is having no more than 1.5 times the current year’s allocation unspent. The Program did not achieve timeliness with a ratio of 2.38 for its August 2012 timeliness test. The Program has submitted a work out plan that demonstrates compliance by next year, which HUD has approved.

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 funds from public sources. The following table summarizes the amount of dollars leveraged:

Figure 14: PY11 Leveraged Resources

Project/Activity Leveraged	Partners	Committed Leveraged Resources	Spent during PY11
Family Support Services Social Work Services Expansion	General Fund rent and utility assistance programs	TBD	\$8,457.87
	State rent and utility assistance programs	TBD	\$9,921.81
	Youth and Family Assessment Center (flexible funding)	TBD	\$8,271.25
Administration and Planning of CDBG	Travis County General Fund	TBD	\$148,950.06
Land Acquisition: Gilbert Lane	Private funds	TBD	\$282,342
Total Leveraged Funding			\$457,942.99

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, and efforts to organize the community around support for the elderly and immigrants. Additionally, the R&P 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.

CDBG makes requests of the R&P 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.

During PY11, CDBG staff collaborated with R&P staff on data verification and review of the *Travis County Snapshot from the American Community Survey*, an annual summary of Travis County's social, housing, and economic characteristics, based on the results from the U.S. Census Bureau's American Community Survey. Additionally, CDBG staff drafted portions relating to housing and homelessness for the *Community Impact Report*, an annual report that provides performance data, client data, and other information about the social service investments of the Travis County HHS/VS Department.

Over the Program Year 2011, CDBG staff has also participated in the following comprehensive planning efforts:

Homelessness

CDBG staff represents 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 HHS/VS Department was chair 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 2012. Furthermore, a Social Worker funded through CDBG participated in ECHO's Housing Committee and Permanent Supportive Housing work. Staff also participated in the annual Hunger and Homelessness Awareness Week in November 2011, a mapping of VA voucher process, and the Point in Time Homeless Count in January 2012.

Resource Development

The Research and Planning Division has a staff person dedicated to monitoring and reviewing grant opportunities. Over the last program year, CDBG and R&P staff kept one another informed about federal, state, and local funding streams and new funds available through various systems

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) housing planning group. During PY11, staff participated in meetings with other regional entities to discuss more coordinated planning in the county as well as the five-county region. Additionally, the County met with City of Austin staff to discuss a joint Housing Market Study for the next Consolidated Plan period. A timeline was established to help identify funding needs and deadlines.

Opportunity Mapping

CDBG staff participated in the steering committee for the update to the Opportunity Maps for the five-county region composed of Bastrop, Caldwell, Hays, Travis and Williamson counties. The central premise of opportunity mapping is that residents of a metropolitan area are situated within an interconnected web of opportunities that shape their quality of life. The maps use a variety of indicators relating to education, economics, transportation, health, and neighborhood quality, to show the level of opportunity to which people in different parts of the region have access. The first set of maps was created in 2007 and the updates will be complete by late 2012. The initiative is being led by the nonprofit Green Doors, and the maps are being created by the Kirwan Institute. The completed maps will be used by a variety of stakeholders to help site projects and make other planning decisions. A final report will be provided during PY12.

Analysis of Impediments (AI)

Travis County contracted with the firm Mullin & Lonergan to undertake an AI for the County. As part of the research for the AI, the consultants held two community forums, and conducted onsite interviews and focus groups with a wide variety of stakeholders, both internal and external to the County. At close of Program Year 2011, the consultants have delivered the first draft of the AI for Travis County review. The final draft of the document is anticipated to be presented to the Commissioners Court in the second quarter of PY12, with a public comment period to follow.

Foreclosures

During the Program Year, CDBG purchased county-wide foreclosure data. This data was presented in the PY12 Action Plan. CDBG anticipates continuing to work collaboratively through participatory research in this area to ensure a consistent message on the issue.

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 HUD-approved Consolidated Plan, including:

- ◆ Pursuing all resources indicated in the Consolidated Plan. Resources include leveraged dollars for grant administration, homes built on acquired land, and public services.
- ◆ 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, nonprofit organizations and farms).

Travis County's policy on displacement, at present, is to not fund projects that displace persons. Travis County did not demolish real property with PY11 funds. The rehabilitation work that occurred was conducted in such a manner that no one was displaced .

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:** The Social Work Services Expansion project is currently being implemented successfully. Please refer to the table titled "Benefit to Low and Moderate Income Persons by Project" to see the breakdown of clients by income level.
 - **Housing Rehabilitation:** Travis County funded two housing rehabilitation activities during PY11. One project was funded with CDBG-R funds and the other was funded with CDBG funds.
 - CDBG-R:**

Twenty units were connected to a permanent source of water, and the project spent \$201,790.16 on the project with CDBG-R funds. During PY11, \$117,692 was spent. No other funds were used for this project.
 - CDBG:**

No units were rehabilitated with CDBG funds this year. The program was delayed and is anticipated to begin in January 2013.
 - **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 2011 program year.
- **Prior Period Adjustments:** Travis County did not have any prior period adjustments for the 2011 program year.
- **Loans and Other Receivables:** Travis County retains a promissory note and deed of trust with Austin Habitat for Humanity, Inc. on 29 lots related to the Gilbert Lane Land Acquisition project. This loan is in place to ensure that the required units are built per the subrecipient agreement. No payments are required and no interest is accrued. During PY11, two homes were built and occupied by qualifying families; therefore, the County released the lien on two of the 31 lots acquired in PY10. A restrictive covenant was executed with the two homeowners to outline program requirements for the 0% interest, 10 year forgivable loan on the land.
- **Lump Sum Agreements:** Travis County did not use any lump sum agreements during the 2011 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.

Frequency and Results of Monitoring Activity

Subrecipients

Subrecipient agreements will be used to conduct housing, community development and public service activities. The subrecipient agreement will be the foundation for programmatic monitoring. Subrecipients will be monitored for programmatic compliance on-site or remotely in the following manner:

- 1) All invoices and reports will be routed via HHS/VS CDBG staff prior to final approval by financial services and the Auditor's Office.
- 2) All new subrecipients will be desk-audited monthly and monitored semi-annually until no findings occur.
- 3) After four consecutive semi-annual monitoring reports with no findings annual visits will occur.

Financial monitoring will be completed as necessary and as directed by the subrecipient fiscal performance and the external monitoring needs of the Travis County Auditor's office. Programmatic and fiscal monitoring may not occur concurrently.

Contractors

Contractors may be used to provide some housing, community development, and public services. Contractors submit periodic reimbursement requests that document and verify expenditures. The contract agreement will be used as the primary basis for monitoring. The following steps are an integral part of the monitoring process for each contract:

- 1) On-site or remote reviews at an established periodic interval (prior to project commencement) will occur to ensure compliance with terms of the contract, HUD guidelines, state/local building and construction standards, and review of engineering plans and specifications.
- 2) If a contractor is found to be out of compliance, a notice is sent stating their contractual obligation and required action. Failure to comply may result in loss of current and/or future contracts as well as a hold on any payments.
- 3) All invoices and reports will be routed via HHS/VS CDBG staff prior to final approval by financial services and the Auditor's Office.

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: Lake Oak Estates

- ◆ Reviewed and approved the Request For Qualifications and participated on the interview panel for the selection committee.
 - ◆ Participated in the mandatory pre-bid and pre-award meeting to ensure compliance with grant requirements.
 - ◆ Kept in communication with the project manager.
-

- ◆ Tracked invoices to determine how long they were taking to get through the system.
- ◆ Reviewed environmental documents as needed.
- ◆ Reviewed draws prior to requesting reimbursement from IDIS.

Home Rehabilitation: Plainview Estates Water Connection Project

- ◆ Reviewed and approved the Invitation for Bid prior to release.
- ◆ Participated in the mandatory pre-bid and pre-award meeting to ensure compliance with grant requirements.
- ◆ Reviewed Davis Bacon and reporting compliance.
- ◆ Communicated with Project Manager regularly.
- ◆ Communicated with Purchasing Office as needed to discuss the flow of invoices.
- ◆ Tracked invoices to determine how long they were taking to get through the system and to assure that all invoices were paid prior to the September 30th deadline.

Land Acquisition Project with Austin Habitat for Humanity, Inc. (AHFH)

- ◆ At the end of the PY10, major staffing changes occurred with loss of the Executive Director, Family Services Manager, and Associate Director.
- ◆ In October 2011, CDBG and Auditor's Office staff conducted a friendly technical assistance visit instead of a full monitoring to review the one house completed and orient the new staff to program requirements.
- ◆ Staff reviewed policies and procedures, financials and program eligibility.
- ◆ Due to the nature of the visit, no findings were made, however, CDBG staff worked with AHFH and developed required forms to improve program compliance and created a more substantial review process for each house prior to release of the lien.
- ◆ Both houses closed in PY11 received a desk-review of eligibility, sales contract, and program agreements prior to release of lien.
- ◆ During the program year, staff reviewed the performance reports and pro formas provided for each house, and will continue working to adjust the forms after consultation with AHFH.
- ◆ Staff provided information about Fair Housing training and updates to AHFH regarding affirmative marketing to align with HUD's specific comments about gay, lesbian and transgendered populations. AHFH provided an updated affirmative marketing plan to show compliance with the changes.

Public Services, Other: Family Support Services Social Work Services Expansion

- ◆ Provided technical assistance and worked out service delivery issues as needed throughout the year.
- ◆ Reviewed quarterly performance reports.
- ◆ Reviewed and approved all Authorizations to Purchase prior to submission to financial services.
- ◆ Reviewed almost 100% of all social work files. Of the files reviewed, no files were determined ineligible. The file review went into PY12 and identified training needs around eligibility and proof of residence documentation, and a discussion about file order. The final report will not be completed until February 2013.

Homebuyer Assistance Program: Down Payment Assistance and Shared Appreciation Gap Financing

- ◆ Created a subrecipient manual to help with program compliance.

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. No activities were determined to be ineligible; however, improvements to program weaknesses were made. Due to the lessons learned with the Land Acquisition project, required program forms and subrecipient manuals were created for the Homebuyer Assistance program and are underway for the Home Rehabilitation program. Other manuals will be created in PY12 for most of the other projects.

INSTITUTIONAL STRUCTURE AND COORDINATION

Effective implementation of the PY12 Action Plan will involve a variety of key stakeholders. Coordination and collaboration within the Travis County departments and between agencies will be instrumental in meeting community needs effectively. The departments within Travis County anticipated to be involved in the implementation of projects are described below.

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 annual 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.

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 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-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 and CDBG-R projects that are managed by TNR such as the street improvement projects for Lake Oak Estates and the Plain View Estates water connection project.

County Auditor's Office

The County Auditor is appointed by the District Judges. The County Auditor's Office serves as the chief financial officer for the County and per the statutes (LGC) provides an independent review of financial

operations. The County Auditor is statutorily responsible for strictly enforcing the statutes governing county finances.

As a part of the CDBG program, the Auditor's Office prepares all financial reports, reconciles the HUD financial data management system (IDIS) to the County's financial system, and approves the requests for reimbursement from HUD that are entered into IDIS by the Health and Human Services & Veterans Service Department.

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 subrecipient 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 nonprofits 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 built during PY11:

- Partnerships with local Community Housing and Development Organizations (CHDOs), nonprofits, 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 the Analysis of Impediments to Fair Housing Choice.

-
- 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 Analysis of Impediments to Fair Housing Choice and a comprehensive Housing Market Study for the county/region.
 - Consultation with other entitlement counties and cities to exchange models for CDBG grant management and project implementation.

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.

PY 2012 Action Plan

During the month of February 2012, 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 PY12 Action Plan.

PY 2011 CAPER

During the week of November 12, 2012, Travis County published a Public Notice announcing the availability of the PY11 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 posted at the seven Travis County Community Centers, on the Travis County Website, Facebook and Twitter pages. 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 27, 2012. After presentation to Travis County Commissioners Court, the CAPER was posted for public review and written comments prior to approval by the Travis County Commissioners Court.

The comment period was held from November 30, 2012 to December 14, 2012. Additionally, a public hearing was held at Travis County Commissioners Court on December 4, 2012. 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), and copies of the full document were available for review at the seven Travis County Community Centers.

Summary of Public Comments on the CAPER

No comments were received during the public hearing on December 4, 2012, and no written comments were received during the 15-day public comment period.

EVALUATION OF THE CDBG PROGRAM

Strengths

During the 2011 Program Year, staff continued to work with Departments, evaluate systems, identify weaknesses, and work on improvements to address areas of concern. The program excels in providing quality planning and detailed program guidance. This year, staff spent a large amount of time giving technical assistance to struggling programs.

Additionally, each County Department involved with CDBG projects continues to be extremely cooperative in communicating status of projects, issues, challenges, and resolutions to problems. This level of cooperation allows compliance to be more easily achieved.

In PY11, the program also made great strides in Fair Housing. Staff was able to work with the Consultant to find other tasks the Program was undertaking to be considered fair housing activities as well as to go through the process of conducting the Analysis of Impediments to Fair Housing Choice.

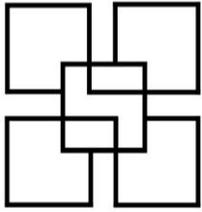
Challenges

The largest challenge for the Program continues to be resources – both financial and time. During the program year, SAP, the County’s new financial and procurement management system went online resulting in procedures needing to be amended and refined. Additionally, vacancies and heavy workloads in some County Departments resulted in delays for some projects. Finally, CDBG staff spent a large amount of time providing technical assistance and support to projects this year which impeded the Program’s ability to move as quickly with the Homebuyer Assistance and Home Rehabilitation projects.

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. Continue to collaborate with County staff to work through staffing and process challenges.
3. Create workflows that allow ample time for County processes and reduce project implementation delays by starting project readiness in August.
4. Request prioritization of CDBG projects with other Departments to help with timeliness.
5. Provide better training for subrecipients and contractors to increase compliance.



HOUSING AND SERVICES FOR THE HOMELESS

HOUSING INVESTMENTS

Two housing units were completed during the reporting period as part of the CDBG land acquisition project. Refer to the Status of Projects section of this report to learn more about the specifics of the project.

The tables below summarize the number of homeowner and renter households at various income levels in unincorporated Travis County with housing problems, and the assistance goals of the CDBG program over the planning period.

Figure 15: Priority Housing Needs Summary Table, Owner Households

	Percent of Households	Number of Households*	Priority Need	Goals			
				Carryover from previous years	Year 1	Year 2	Year 3
Very Low Income Household	84%	1,782	High	10	3	3	3
Low Income Household	72%	1,618	High	27	3	3	3
Moderate Income Household	56%	2,451	Medium	52	1	6	1

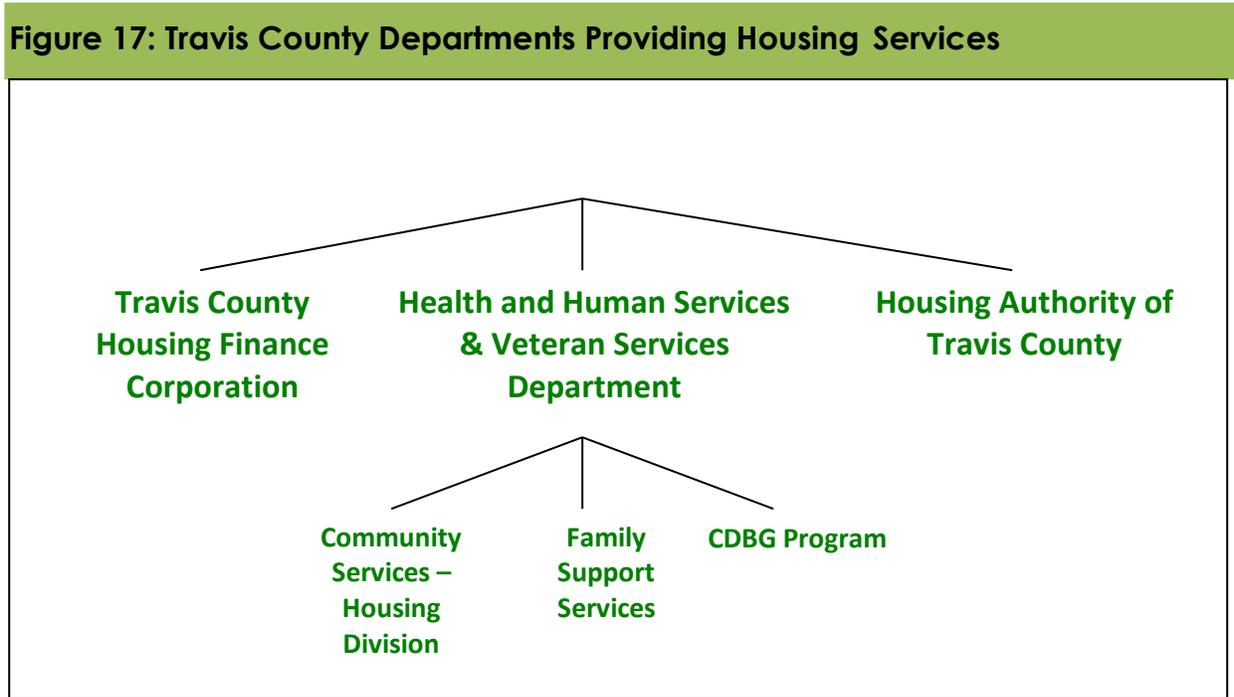
Figure 16: Priority Housing Needs Summary Table, Renter Households

	Percent of Households	Number of Households*	Priority Need	Goals			
				Carryover from previous years	Year 1	Year 2	Year 3
Very Low Income Household	85%	5,736	Medium	0	0	0	0
Low Income Household	86%	4,374	Medium	0	0	0	0
Moderate Income Household	40%	2,706	Low	0	0	0	0

*The number of households with a housing need was calculated based on the total number of households with a housing problem (see Figure 3.23 in section 3 of the 2011-2013 Con-Plan.) Because this number was only available for all of Travis County, in order to estimate the need for the unincorporated areas alone, the total number of renter households with a housing problem at each income level was multiplied by the approximate percentage of population in Travis County that lives in the unincorporated area (17%).

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.



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 2,945 county residents received energy saving and home repair assistance. The assistance was distributed in the following manner:¹

- ◆ 1,190 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 Energy.
- ◆ 1,341 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.
- ◆ 279 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.
- ◆ 135 low-income homeowners and renters were assisted with home repair through General Fund dollars.

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

¹ Please note that some individuals may be counted in multiple categories due to receipt of assistance from any combination of these four programs.

construction or acquisition of multi-family apartments that must provide rental units to certain low and moderate-income families.

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 households received Tenant Based Rental Assistance during the past year. \$120,486.00 has been spent for rent and utilities assistance.

TCHFC assisted in the acquisition and rehabilitation of a large affordable apartment complex (Argosy Apartments owned by a nonprofit housing entity) through a bond issue. The bond issue allowed for the apartments to be purchased and improved, as well as providing affordable housing for Travis County citizens.

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, and three Shelter Plus Care Projects.

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 City of Austin and the unincorporated areas, HATC administers the Section 8 Housing Choice Voucher Program, assisting very low income, disabled and elderly families or individuals. During the program year, HATC set aside 22 vouchers for homeless individuals who will receive services through Travis County Criminal Justice planning received from the Department of Justice to create more Permanent Supportive Housing opportunities.

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.

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 U.S. Representatives. Unfortunately, CDBG funds were cut approximately 16.1% for PY11.

Land Costs

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, a subrecipient built two homes on land purchased in PY12 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 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 mortgage 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. During PY11, a sub recipient was identified to administer the project. At the close of the program year, Travis County and the sub recipient are finalizing all details of the project and the sub recipient will begin accepting program applications early in PY12.

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 collects and maintains the inspection reports for new subdivisions 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 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 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, 2011-2013 Consolidated Plan 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.

During the reporting period, Travis County contracted with the firm Mullin & Lonergan with General Fund dollars totaling over \$60,000 to undertake an AI for the County. As part of the research for the AI, the consultants held two community forums, as well as on site interviews and focus groups with a

wide variety of stakeholders, both internal and external to the County. At close of program year, the consultants have delivered the first draft of the AI for Travis County review. The final draft of the document is anticipated to be presented to the Commissioners Court in the second quarter of PY12, with a public comment period to follow.

During PY11, all CDBG staff participated in trainings sponsored by the National Fair Housing Alliance (NFHA), either through classroom training or web-based training. Additionally, during the month of April the CDBG Office participated in Fair Housing Month by distributing information through a variety of outlets including: placement of a banner on the main Travis County website with links to more information; creation of a fair housing information sheet titled “10 Things You Can Do to Promote Fair Housing” that was distributed throughout the department; links to fair housing information and a video on the CDBG website; and information on Travis County’s TV Channel. Posters with general information about fair housing in English and Spanish were placed in all Travis County Community Centers, the offices of the Travis County Housing Finance Corporation, and the Housing Authority of Travis County. Finally, a notice with information on who to contact if you have experienced housing discrimination was placed in all of the Community Centers and outside of the CDBG offices.

Travis County Social Service Contracts in the amount of approximately \$145,596.37 went towards legal aid and tenants’ council services to provide fair housing resources for a total of 10,069 clients in the 2011 program year.²

Literacy / Workforce Development / Job Training³

Through Social Service contracts, Travis County funds nonprofits that provide literacy and workforce education services throughout the county. As this issue closely aligns with CDBG’s current service area priorities, this is the first year that the CDBG office has decided to include more detailed information on these services within the CAPER.⁴ Travis County Social Service Contracts in the amount of approximately \$1,485,361 went towards literacy, job training and workforce development programs to provide employment resources for a total of 22,646 clients in PY11. Of these clients, approximately 1,899 were enrolled in job training programs.⁵

²Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp)

³ Ibid.

⁴ Due to changes in funding priorities for social service contracts throughout fiscal year 2011-2012 some numbers may not accurately reflect the exact number of clients served based on inconsistent reporting requirements.

⁵ Ibid.

Equality of Access to Services

In the 2011-2013 Consolidated Plan, CDBG established that access to a variety of services were key in restricting fair housing choice. Due to the proximity to services, often times people living in the unincorporated areas access services less frequently than those living in the urban core. This may occur for a variety of reasons; however, to provide the best access possible, the Department funds the CDBG Social Work Expansion Program. During the program year, a program design occurred, which increased funding, to allow for the equivalent of 1.5 FTEs, thereby expanding both the geographical range and increasing the number of residents in the unincorporated areas that were able to be served by the program. The difference in the amount and geographical location of clients served by the program is shown in the map below.

Food Deserts/Food Poverty⁶

Through Social Service contracts, Travis County funds nonprofits that provide meal services throughout the county to increase access. As this issue closely aligns with CDBG's current service area priorities, this is the first year that the CDBG office has decided to include more detailed information on these services within the CAPER.⁷ Travis County Social Service Contracts in the amount of approximately \$212,359 went towards programs to provide meal equivalents for a total of 5,096,260 clients in PY11.⁸

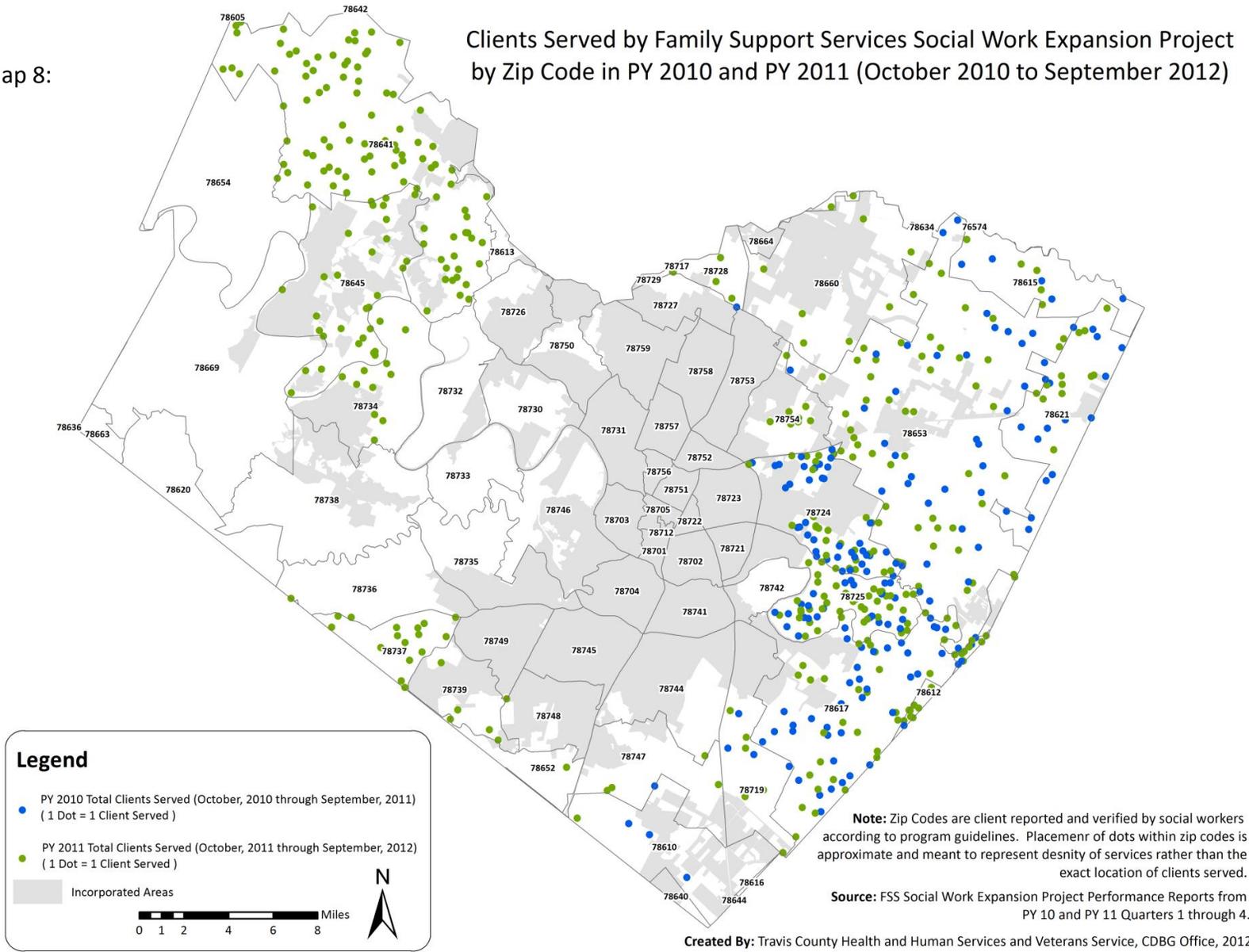
Travis County's CDBG program contributed to food desert education and advocacy in the unincorporated areas of the county by working with Austin's Colony, an unincorporated housing development, to address the needs of its community garden project. Travis County continues to work with the community to further opportunities for sustainable food sources in the unincorporated areas of the county.

⁶ Due to changes in funding priorities for social service contracts throughout fiscal year 2011-2012 some numbers may not accurately reflect the exact number of clients served based on inconsistent reporting requirements.

⁷ Ibid.

⁸ Due to the nature of this cluster of service providers, some of the agencies within this category overlap in providing meal equivalents. Therefore client numbers may appear higher than they actually are.

Map 8:



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. In PY11, Travis County granted ECHO \$50,000 to provide administrative and operating support to the newly formed nonprofit to administer homelessness prevention services within the County.

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 Services⁹

During PY11, Travis County did not target the use of CDBG funds toward homeless efforts. However, Travis County invested approximately \$302,649 in general fund dollars via contracts with social service providers targeting the homeless persons in conjunction with the Austin/Travis County Emergency Shelter Grant (ESG) administration and the Austin/Travis County Plan to End Chronic Homelessness. Services provided include:

- ◆ 1,045 unduplicated clients received case management,
- ◆ 61 unduplicated clients received supportive housing,
- ◆ 4,114 adults and children received shelter,
- ◆ 96 adults and children were placed in transitional housing, and
- ◆ 110,991 bed/nights were offered for emergency shelter.

⁹ Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp)

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 \$6,972,591 of General Fund and grant assistance dollars to provide:

- ◆ 7,169 individuals with emergency rent/mortgage payments to stabilize housing for 30 days, and
- ◆ 17,744 individuals with utilities to resolve an energy crisis and maintain housing.

HHS/VS invested approximately \$161,423 through social service contracts focusing on housing stability.¹⁰ Services provided include:

- ◆ 997 unduplicated clients received homelessness prevention services;¹¹
- ◆ 209 households received rent/utility assistance;¹² and
- ◆ 84,102 hot meals were 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 nonprofit 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 \$5.2 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

¹⁰ Many other service providers assist residents in Travis County with housing stability issues. However, reporting is limited due to a shift in funding priorities during fiscal years 2011-2012. Therefore, reporting for PY11 only includes data from one service provider in this category.

¹¹ For a portion of PY11, several service provision schedules were shifted due to organizational changes. This number only represents data from one program operating from June to September of 2012.

¹² The services represented in this category were discontinued during the PY11 due to organizational changes. Therefore, this number only represents numbers of households from Quarter 4 of calendar year 2011.

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

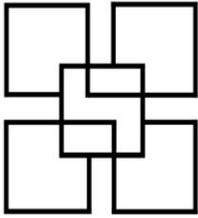
Addressing the housing needs of persons with disabilities and households who live at or below 50% of the Median Family Income (MFI) is critical to ensuring a viable community. HUD defines households with worst case needs as unassisted renters with incomes below 50% of the local area median incomes, who 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, physical living conditions, and safety in these homes. As pointed out in an earlier section of this report, during PY11 a total of 2,945 county residents received energy saving weatherization and emergency repair assistance.



NON-HOUSING COMMUNITY DEVELOPMENT AND OTHER ACTIONS

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 community services as high priorities for the 2011-2013 Consolidated Planning period. The table below summarizes the non-housing community development gaps in funding, as well as the assistance goals of the CDBG program over the planning period.

Figure 18: Non-Housing Community Development Activities

	Needs	Gap	Priority Need	Goals		
				Year 1	Year 2	Year 3
Infrastructure	\$26,000,000	\$26,000,000	High	\$145,000	\$280,000	\$380,000
Community Services*	\$3,000,000	\$3,000,000	High	\$118,500	\$118,500	\$118,500
Public Buildings & Facilities	\$15,000,000	\$15,000,000	Medium	\$0	\$0	\$0
Business & Jobs	\$2,000,000	\$2,000,000	Medium	\$0	\$0	\$0

*Includes expanding service to Populations with Specialized Needs/Services

OVERVIEW OF TRAVIS COUNTY CDBG INVESTMENTS IN COMMUNITY DEVELOPMENT

Figure 19: Overview of Travis County PY11 CDBG Investment in Community Development

Community Development Needs/Projects	Priority Need Level	CDBG Investments
Infrastructure		
Street Improvements PY11 Lake Oak Estates	High	\$ 145,000
Total Infrastructure		\$ 145,000
Community Service		
Other Public Service Needs PY11	High	\$ 118,500
Total Community Service		\$ 118,500
Public Buildings & Facilities	Medium	\$ 0
Business & Jobs	Medium	\$ 0

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. The project was completed during the program year.

Transportation¹³

Travis County's HHS/VS provides services to 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 community development needs. Transportation is one of many social service contracts that Travis County invests in to improve access and ensure inclusion. In PY11, approximately \$187,005.00 went towards service providers working to create improved access through 18,125 trips provided for 1,005 individuals.

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 communities." Both the mission and vision of HHS/VS are essentially aimed at preventing and ameliorating conditions of poverty in Travis County.

Annually, over \$28.5 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 391 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

¹³ Travis County HHS/VS has invested in multiple agencies providing transportation services through social service contract dollars for many years. However, due to shifts in funding priorities and reporting requirements, this category only captures performance data for one service provider for PY11.

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.

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 programs will be marketed to populations with specialized needs and services to ensure inclusion and improve access.

Services for Elderly & Frail Elderly¹⁴

Travis County funded approximately \$195,414 in 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:

4,217 unduplicated clients served

1,471 unduplicated clients received case
management services

574,316 prepared meals provided

1,557 individuals received in-home services

¹⁴ Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp).

Services for Persons with Physical Disabilities or Developmental Delays¹⁵

Through social service contract investments during the reporting period, Travis County funded approximately \$356,192 in 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 4,999 unduplicated children and adults were served during the reporting period. Amongst the total number of clients, 2,356 case management hours were recorded.

Services for Victims of Domestic Violence¹⁶

Travis County funded approximately \$179,315 in 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 48,782 days of shelter and 2,891 unduplicated adults and children received services during the reporting period.

Services for Persons Living with HIV/AIDS¹⁷

In PY11 Travis County funded approximately \$325,259 in 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 1,458 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 inter-local agreements.

LEAD-BASED PAINT

During PY11, 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

¹⁵ Ibid.

¹⁶ Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp).

¹⁷ Ibid.

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 contaminants 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.

APPENDIX A

Attachment A: Public Comment Advertisements

PUBLIC NOTICE

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

INVITATION TO COMMENT ON THE DRAFT OF THE PROGRAM YEAR 2011 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 2011 CDBG annual report known as the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1, 2011 to September 30, 2012, 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 November 30, 2012 at 8:00 a.m. and ending December 14, 2012 at 5:00 p.m. Beginning November 30, 2012, a draft document will be available for download on the Travis County CDBG page www.co.travis.tx.us/CDBG or available for review at any of the seven Travis County Community Centers:

The community centers are located at the following addresses:

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 4, 2012 at 9:00 a.m. at the Travis County Commissioners Courtroom, 700 Lavaca 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 the CDBG program at cdbg@co.travis.tx.us

For additional information contact Christy Moffett, at cdbg@co.travis.tx.us or call 512-854-3460. To request that an American Sign Language or Spanish interpreter be present at the public hearing, please contact staff at least five business days in advance.

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-854-3460 for assistance.



NOTICIA PUBLICA

EL PROGRAMA DE SUBSIDIOS GLOBALES DE DESARROLLO COMUNITARIO (CDBG) DEL CONDADO DE TRAVIS

INVITACIÓN PARA COMENTAR SOBRE LA VERSIÓN PRELIMINAR DEL INFORME ANUAL DEL PROGRAMA CDBG PARA EL AÑO PROGRAMÁTICO 2011

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 2011 conocido como Informe Anual Consolidado de Desempeño y Evaluación (CAPER).

El informe CAPER cubre un período desde el 1 de octubre de 2011 hasta el 30 de septiembre de 2012, 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 30 de noviembre de 2012 a las 8:00 a.m. hasta el 14 de diciembre de 2012 a las 5:00 p.m. A partir 30 del noviembre de 2012 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 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 4 de diciembre de 2012 a las 9:00 a.m. en el edificio Travis County, en la sala "Commissioners Courtroom", 700 Lavaca 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 CDBG al cdbg@co.travis.tx.us.

Para mayor información comuníquese con Christy Moffett a través del e-mail cdbg@co.travis.tx.us o llamando al 512-854-3460. Para solicitar que haya un intérprete en español o de lenguaje americano de señas en alguna de estas reuniones, por favor contacte al personal por lo menos con cinco días hábiles de anterioridad.

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 512-854-3460.



APPENDIX B

Attachment A: CDBG Financial Summary Report (CO4PR26)



updated 12-13-12 at 4:40pm

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 2011
TRAVIS COUNTY , TX

DATE: 11-16-12
TIME: 10:45
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

Table with 2 columns: Description and Amount. Rows include UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR (1,269,571.85), ENTITLEMENT GRANT (790,136.00), SURPLUS URBAN RENEWAL (0.00), SECTION 108 GUARANTEED LOAN FUNDS (0.00), CURRENT YEAR PROGRAM INCOME (0.00), RETURNS (0.00), ADJUSTMENT TO COMPUTE TOTAL AVAILABLE (0.00), and TOTAL AVAILABLE (SUM, LINES 01-07) (2,059,707.85).

PART II: SUMMARY OF CDBG EXPENDITURES

Table with 2 columns: Description and Amount. Rows include DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION (154,213.76), ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT (0.00), AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10) (154,213.76), DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION (153,145.83), DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS (0.00), ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES (0.00), TOTAL EXPENDITURES (SUM, LINES 11-14) (307,359.59), and UNEXPENDED BALANCE (LINE 08 - LINE 15) (1,752,348.26).

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

Table with 2 columns: Description and Amount. Rows include EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS (0.00), EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING (0.00), DISBURSED FOR OTHER LOW/MOD ACTIVITIES (154,213.76), ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT (0.00), TOTAL LOW/MOD CREDIT (SUM, LINES 17-20) (154,213.76), and PERCENT LOW/MOD CREDIT (LINE 21/LINE 11) (100.00%).

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

Table with 2 columns: Description and Amount. Rows include PROGRAM YEARS(PY) COVERED IN CERTIFICATION (PY: 2011 PY: PY:), CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION (0.00), CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS (0.00), and PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24) (0.00%).

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

Table with 2 columns: Description and Amount. Rows include DISBURSED IN IDIS FOR PUBLIC SERVICES (89,468.77), PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR (0.00), PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR (0.00), ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS (0.00), TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30) (89,468.77), ENTITLEMENT GRANT (790,136.00), PRIOR YEAR PROGRAM INCOME (0.00), ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP (0.00), TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34) (790,136.00), and PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35) (11.32%).

PART V: PLANNING AND ADMINISTRATION (PA) CAP

Table with 2 columns: Description and Amount. Rows include DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION (153,145.83), PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR (0.00), PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR (0.00), ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS (0.00), TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40) (153,145.83), ENTITLEMENT GRANT (790,136.00), CURRENT YEAR PROGRAM INCOME (0.00), ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP (0.00), TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44) (790,136.00), and PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45) (19.38%).



updated 12-13-12 at 4:40pm

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 2011
 TRAVIS COUNTY , TX

DATE: 11-16-12
 TIME: 10:45
 PAGE: 2

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
2010	1	27	5377046	PY 10 Lava Lane - Phase 3	03K	LMA	\$10,552.19
2011	1	34	5377046	PY11 FSS Social Work Services Expansion	05	LMC	\$4,717.61
2011	1	34	5406255	PY11 FSS Social Work Services Expansion	05	LMC	\$5,917.75
2011	1	34	5419095	PY11 FSS Social Work Services Expansion	05	LMC	\$4,556.63
2011	1	34	5428210	PY11 FSS Social Work Services Expansion	05	LMC	\$5,152.96
2011	1	34	5446417	PY11 FSS Social Work Services Expansion	05	LMC	\$12,808.64
2011	1	34	5457725	PY11 FSS Social Work Services Expansion	05	LMC	\$11,501.67
2011	1	34	5465085	PY11 FSS Social Work Services Expansion	05	LMC	\$11,029.97
2011	1	34	5485804	PY11 FSS Social Work Services Expansion	05	LMC	\$12,893.30
2011	1	34	5492530	PY11 FSS Social Work Services Expansion	05	LMC	\$20,890.24
2011	2	35	5377046	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$3,594.66
2011	2	35	5406255	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$3,996.28
2011	2	35	5419095	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$1,492.44
2011	2	35	5428210	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$2,450.43
2011	2	35	5446417	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$2,183.30
2011	2	35	5457725	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$2,286.13
2011	2	35	5465085	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$2,111.80
2011	2	35	5485804	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$2,570.37
2011	2	35	5492530	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$3,737.04
2011	2	35	5497890	PY11 Lake Oak Estates Street Improvements	03K	LMA	\$29,770.35
Total							\$154,213.76

APPENDIX B

Attachment B: Program Year 2011 Summary of Accomplishments (CO4PR23)



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	\$0.00	0	\$0.00	4	\$0.00
	Total Acquisition	4	\$0.00	0	\$0.00	4	\$0.00
Housing	Direct Homeownership Assistance (13)	2	\$0.00	0	\$0.00	2	\$0.00
	Rehab; Single-Unit Residential (14A)	3	\$0.00	0	\$0.00	3	\$0.00
	Total Housing	5	\$0.00	0	\$0.00	5	\$0.00
Public Facilities and Improvements	Street Improvements (03K)	1	\$54,192.80	1	\$10,552.19	2	\$64,744.99
	Total Public Facilities and Improvements	1	\$54,192.80	1	\$10,552.19	2	\$64,744.99
Public Services	Public Services (General) (05)	0	\$0.00	1	\$89,468.77	1	\$89,468.77
	Youth Services (05D)	0	\$0.00	1	\$0.00	1	\$0.00
	Total Public Services	0	\$0.00	2	\$89,468.77	2	\$89,468.77
General Administration and Planning	General Program Administration (21A)	0	\$0.00	1	\$153,145.83	1	\$153,145.83
	Total General Administration and Planning	0	\$0.00	1	\$153,145.83	1	\$153,145.83
Grand Total		10	\$54,192.80	4	\$253,166.79	14	\$307,359.59



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	2	0	2
	Total Acquisition		2	0	2
Housing	Direct Homeownership Assistance (13)	Households	0	0	0
	Rehab; Single-Unit Residential (14A)	Housing Units	0	0	0
	Total Housing		0	0	0
Public Facilities and Improvements	Street Improvements (03K)	Persons	126	2,594	2,720
	Total Public Facilities and Improvements		126	2,594	2,720
Public Services	Public Services (General) (05)	Persons	0	391	391
	Total Public Services		0	391	391
Grand Total			128	2,985	3,113



TRAVIS COUNTY

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Hispanic			
		Total Persons	Persons Total Households	Total Hispanic Households	
Non Housing	White	318	125	2	2
	Black/African American	61	0	0	0
	American Indian/Alaskan Native	2	0	0	0
	Other multi-racial	10	0	0	0
	Total Non Housing	391	125	2	2
Grand Total	White	318	125	2	2
	Black/African American	61	0	0	0
	American Indian/Alaskan Native	2	0	0	0
	Other multi-racial	10	0	0	0
	Total Grand Total	391	125	2	2



TRAVIS COUNTY

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Non Housing	Extremely Low ($\leq 30\%$)	0	0	309
	Low ($>30\%$ and $\leq 50\%$)	1	0	69
	Mod ($>50\%$ and $\leq 80\%$)	1	0	13
	Total Low-Mod	2	0	391
	Non Low-Mod ($>80\%$)	0	0	0
	Total Beneficiaries	2	0	391

APPENDIX B

Attachment C: Summary of Consolidated Plan Projects (PR06)

IDIS

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

DATE: 12/11/2012

TIME: 9:04:37 AM

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

PAGE: 1/2

PR06 - Summary of Consolidated Plan Projects for Report
Year

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	
2011 1	PY11 Public Services Other	Expansion of an internal HHS/VS program through the Family Support Services Division to expand social work services in the unincorporated areas. A total of 1.5 FTEs and related operating expenses are targeted for this project which will be administered by the Travis County HHS/VS, Family Support Services Division. The Impact will be assistance to 500 individuals.	CDBG	\$118,500.00	\$89,468.77	\$89,468.77	\$0.00	\$89,468.77
2	PY11 Street Improvements	The project will improve several sections of substandard roads in the neighborhood. The first phase of the project, funded with PY11 funds, will include: 1) design services; 2) land surveying services; 3) geo-technical services; 4) drainage design services; 4) utility location and relocation coordination services; 5) environmental review and related regulatory permits ; and 6) project management time. The improvements impact 126 people, of which, 85.7% are considered low to moderate income based on the primary survey.	CDBG	\$145,000.00	\$145,000.00	\$54,192.80	\$90,807.20	\$54,192.80
3	PY11 Owner Occupied Housing	This project will fund minor home repair services for low and moderate income homeowners in the unincorporated areas of Travis County to move homes towards Housing Quality Standards. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes. A 0% interest, forgivable 5-year loan up to \$24,999 with no required annual or monthly payments is available. The impact will be 15 homes.	CDBG	\$368,636.00	\$368,636.00	\$0.00	\$368,636.00	\$0.00

IDIS

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

DATE: 12/11/2012

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

TIME: 9:04:37 AM

PAGE: 2/2

PR06 - Summary of Consolidated Plan Projects for Report
Year

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
2011 4	PY 11 Administration & Planning The funds allocated for administration will pay for the operating expenses associated with the grant including offices supplies, training, contracted services, interpreting, and other business related expenses. Additionally, the funds will pay for a portion of the salary for two CDBG Planners and the TNR Senior Engineer who acts as a project manager for CDBG-funded street and water supply improvement projects.	CDBG	\$158,000.00	\$153,145.83	\$153,145.83	\$0.00	\$153,145.83

APPENDIX B

Attachment D: CDBG Activity Summary Report for Program Year 2011 (CO4PR03)



updated 12-13-12 at 4:40pm

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 2011
TRAVIS COUNTY

Date: 11-Dec-2012

Time: 8:58

Page: 1

PGM Year: 2006 updated 12-13-12 at 4:40pm

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: 0.00

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:	2	2	0	0	2	2	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:	2	2	0	0	2	2	0	0
Female-headed Households:	1		0		1			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	2	0	2	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

updated 12-13-12 at 4:40pm

Years	Accomplishment Narrative	# Benefitting
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.	
2007	LAND IS ANTICIPATED TO BE ACQUIRED IN EARLY 2009.	
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.	
2009	The original land was not approved due to its proximited 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.	
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.	
2011	Two houses were constructed during PY11 and are currently occupied by eligible homeowners. Both houses were build to visitability standards.	

PGM Year: 2007
Project: 0001 - PY 07 OWNER HOUSING: PRODUCTION OF NEW UNITS
IDIS Activity: 10 - PY 07 LAND ACQUISITION

Status: Open Objective: Provide decent affordable housing
 Location: Bartney Cove AUSTIN, TX 78725 Outcome: Affordability
 Matrix Code: Acquisition of Real Property (01) National Objective: LMH

Initial Funding Date: 03/05/2008

Financing
 Funded Amount: 195,517.86
 Drawn Thru Program Year: 195,517.00
 Drawn In Program Year: 0.00

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
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
updated 12-13-12 at 4:40pm								
Total:	0							

Female-headed Households: 0 0 0 0 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

Years	Accomplishment Narrative	# Benefiting
2007	LAND ACQUISITION IS ANTICIPATED IN EARLY 2009.	
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.	
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.	
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.	
2011	Two houses were constructed in connection with the PY 2006 money. The remaining houses will be build and occupied in October 2015.	

PGM Year: 2008
Project: 0002 - PY 08 OWNER OCCUPIED HOUSING
IDIS Activity: 16 - PY 08 HOME REHABILITATION

Status: Open Objective: Create suitable living environments
 Location: VARIES AUSTIN, TX 78701 Outcome: Availability/accessibility
 Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 02/03/2009
Financing **Description:** OWNER OCCUPIED HOME REHABILITATION FOR UP TO \$5,000 PER HOUSE.

Funded Amount: 106,136.00
 Drawn Thru Program Year: 0.00
 Drawn In Program Year: 0.00

Proposed Accomplishments

Housing Units : 20

Actual Accomplishments

<i>Number assisted:</i>	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							
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

Years	Accomplishment Narrative	# Benefitting
2008	The scope of work is completed. The project will go out to bid in December 2009 or January 2010.	
2009	The project was delayed to due to competing priorities. It is anticipated to be implemented during Program Year 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.	
2011	<ol style="list-style-type: none"> 1. A Tier One environmental was drafted. 2. At close of PY11 a Request-for-Services (RFS) to identify a subrecipientsubrecipient for administration of the program is in the final stages of internal Travis County review. 3. The project is anticipated to launch in January 2013, and will begin providing service to those who qualify on the waiting list. 4. This project will be completed within 12 months of contract execution. 	

PGM Year: 2009
Project: 0002 - PY09 Owner Occupied Housing: Home Rehabilitation
IDIS Activity: 21 - PY 09 Home Rehabilitation

Status: Open Objective: Create suitable living environments
Location: PO Box 1748 Austin, TX 78767-1748 Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 11/18/2010
 Updated 12-13-12 at 4:40pm

Financing

Funded Amount: 130,000.00
 Drawn Thru Program Year: 0.00
 Drawn In Program Year: 0.00

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
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							
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

Years	Accomplishment Narrative	# Benefitting
2009	The program was delayed due to competing priorities. Anticipated to begin during Program Year 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.	

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.

2011 updated 12-13-12 at 4:46pm
 1. A Tier One environmental was drafted.
 2. At close of PY11 a Request-for-Services (RFS) to identify a subrecipientsubrecipient for administration of the program is in the final stages of internal Travis County review.
 3. The project is anticipated to launch in January 2013, and will begin providing service to those who qualify on the waiting list.
 4. This project will be completed within 12 months of contract execution.

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

Description:
 Austin Habitat for Humanity will purchase land to support affordable housing in the unincorporated areas.

Financing
 Funded Amount: 475,136.58
 Drawn Thru Program Year: 475,135.58
 Drawn In Program Year: 0.00

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
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							

Female-headed Households: 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

Years	Accomplishment Narrative	# 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.)	
2011	Two houses were constructed for the PY 2006 project. The remaining houses will be built by October 2015.	

PGM Year: 2010
Project: 0001 - PY 10 Street Improvements
IDIS Activity: 27 - PY 10 Lava Lane - Phase 3

Status: Completed 12/31/2011 12:00:00 AM
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: 345,314.98
Drawn Thru Program Year: 345,314.98
Drawn In Program Year: 10,552.19

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

Years	Accomplishment Narrative	# 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.	
2011	There was one additional invoice that was paid during PY 2011. We are not recounting any of the numbrers. The project was re-opened and closed to pay the invoice only.	

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
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							
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

Years	Accomplishment Narrative	# 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.	
2011	<ol style="list-style-type: none"> 1. A Request-for-Services (RFS) process took place in PY11 and a subrecipientsubrecipient was selected to administer the program. 2. The subrecipientsubrecipient contract was approved on September 11, 2012. 3. At close of PY11, Travis County and the subrecipient are finalizing all program processes and forms, and the program will begin accepting applications in early PY12. 4. The project will be completed by September 30, 2013. 	

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
Matrix Code: Direct Homeownership Assistance National Objective: LMH
 (13)

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

updated 12-13-12 at 4:40pm

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	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							
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

Years	Accomplishment Narrative	# Benefiting
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.	
2011	<ol style="list-style-type: none"> 1. A Request-for-Services (RFS) process took place in PY11 and a subrecipientsubrecipient was selected to administer the program. 2. The subrecipientsubrecipient contract was approved on September 11, 2012. 3. At close of PY11, Travis County and the subrecipient are finalizing all program processes and forms, and the program will begin accepting applications in early PY12. 4. The project will be completed by September 30, 2013. 	

PGM Year: 2009
Project: 0005 - PY 09 Youth Services
IDIS Activity: 32 - Youth & Family Assessment Center Flex Fund Expansion

Status: Canceled 8/15/2012 12:00:00 AM
 Location: updated 12-13-12 at 4:40pm
 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: 0.00
 Drawn Thru Program Year: 0.00
 Drawn In Program Year: 0.00

Proposed Accomplishments

People (General) : 30

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.

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	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							
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

2009 The project was delayed due to contracting issues and priorities with other projects. The funding will be carried over for PY 2010.

2010 This program was delayed due to competing priorities.

2011 This project was deleted by substantial amendment in August 2012, and funds are reprogrammed for owner occupied home rehabilitation.

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 Objective: Provide decent affordable housing
 Location: Lots 1-2 and 31-32 Bartney Cove Austin, TX 78725 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: 0.00

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
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							

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

Years	Accomplishment Narrative	# 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.)	
2011	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. Houses will be constructed by July 2016.	

PGM Year: 2011
Project: 0001 - PY11 Public Services Other
IDIS Activity: 34 - PY11 FSS Social Work Services Expansion
Status: Completed 9/30/2012 12:00:00 AM
Location: Unincorporated Travis County Austin, TX 78752-3722

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Public Services (General) (05) **National Objective:** LMC

Initial Funding Date: 01/19/2012

Financing

Funded Amount: 89,468.77
 Drawn Thru Program Year: 89,468.77
 Drawn In Program Year: 89,468.77

Proposed Accomplishments

People (General) : 500

Description:

This program is an internal Travis County Health and Human Services & Veterans Service expansion of existing services. The program will re-design the PY07,PY08,PY09 & PY 10 expansion of social work services by increasing to one and a half social workers resulting in additional capacity to provide case management, information and referral, non-clinical counseling, crisis intervention and outreach in all four precincts of the unincorporated areas. The 1.5 FTEs will partially fund 4 social workers who work at a Travis County HHS&VS facility, however, to reduce transportation barriers; the social worker provides the majority of service provision through home visits. Additionally, part of the funds will be used for operating expenses such as items necessary to provide home based services, mileage, and training, among others.

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	318	125
Black/African American:	0	0	0	0	0	0	61	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	2	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0

American Indian/Alaskan Native & White: updated 12-13-12 at 4:40pm	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	10	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	391	125
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	309
Low Mod	0	0	0	69
Moderate	0	0	0	13
Non Low Moderate	0	0	0	0
Total	0	0	0	391
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	<ol style="list-style-type: none"> 1. Outreach to a total of 422 agencies, school districts, churches, and neighborhood associations during PY11 to inform community members about the social work services available. 2. 391 people benefitted from services provided during PY11. Services included case management, referrals, non-clinical counseling, and crisis intervention. 3. 7 clients received assistance through the Youth and Family Assessment Center program. 4. 35 clients were assisted with Travis County or State funded rent or utility assistance programs. 5. While the program did not meet the anticipated 500 clients, it was Year 1 of a program design change, and the outreach became a key component to gaining access to underserved clients. 	

PGM Year: 2011

Project: 0002 - PY11 Street Improvements

IDIS Activity: 35 - PY11 Lake Oak Estates Street Improvements

Status: Open

Location: Covenant Canyon Cavalier Canyon Holly Lane Austin, TX 78734

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Street Improvements (03K)

National Objective: LMA

Initial Funding Date: 01/19/2012
Updated 12-13-12 at 4:40pm

Financing

Funded Amount: 145,000.00
Drawn Thru Program Year: 54,192.80
Drawn In Program Year: 54,192.80

Proposed Accomplishments

People (General) : 126
Total Population in Service Area: 126
Census Tract Percent Low / Mod: 85.70

Description:

The Lake Oak Estates Neighborhood completed a primary survey in March 2011 and was identified as a low to moderate income area. The roads in the unincorporated areas of Lake Oak Estates do not meet Travis County standards; therefore, the substandard roads are not accepted into the Travis County road maintenance program. The street improvement scope of work may include, but is not limited to: 1) design services; 2) land surveying services; 3) geo-technical services; 4) drainage design services; 4) utility location and relocation coordination services; 5) environmental review and related regulatory permits; 6) acquisition of right of way and easements; and 6) construction. The project will be broken up into three phases and include the improvement to sections of Cavalier Canyon Drive, Bowling Lane, Covenant Canyon Trail, Holly Lane and related cross streets. The first phase, funded with PY 11 grant funds, will include: 1) design services; 2) land surveying services; 3) geo-technical services; 4) drainage design services; 4) utility location and relocation coordination services; 5) environmental review and related regulatory permits.; and 6) project management time. The improvements impact 126 people, of which, 85.7% are considered low to moderate income based on the primary survey.

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2011	<ol style="list-style-type: none"> 1. A Request-for-Qualifications (RFQ) process took place in PY11 and an Architectural and Engineering firm was selected to administer the design phase of the program. 2. In July of 2011 a Notice to Proceed was issued to the chosen firm. 3. At close of PY11, design is underway. 4. At close of PY11, draft environmental report has been completed and is awaiting Travis County review. 	

PGM Year: 2011
Project: 0003 - PY11 Owner Occupied Housing
IDIS Activity: 36 - PY11 Homeowner Rehabilitation

Status: Open
Location: 502 E Highland Mall Blvd Austin, TX 78752-3722

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 01/19/2012

Financing

Funded Amount: 368,636.00
Drawn Thru Program Year: 0.00
Drawn In Program Year: 0.00

Proposed Accomplishments

Housing Units : 15

Description:

This project will fund minor home repair services for low and moderate income homeowners in the unincorporated areas of Travis County, to move homes towards Housing Quality Standards. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes. A 0% interest, forgivable 5-year loan up to \$24,999 with no required annual or monthly payments is available. The loan is forgiven at a pro-rata rate of 20% for each year of home ownership. Examples of potential improvements include connections of houses to long-term viable sources of water (not part of a stand-alone infrastructure project), complementing weatherization services of other funding sources, septic tank repairs, and electrical and plumbing repairs. In the event that program income is created, it will be reinvested into the Home Rehabilitation project. These funds are targeted to homeowners at or below 80% MFI in the unincorporated areas of the county. This project will be either administered by a non-profit, designated as a sub-recipient, identified through a formal application process or by the HHSVS department. Additionally, some of the allocation will partially fund the second, new CDBG Planner position to complete environmental paperwork, final inspections and sign off and any other needed project delivery related costs.

Actual Accomplishments

updated 12-13-12 at 4:40pm

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	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							
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

Years	Accomplishment Narrative	# Benefitting
2011	1. A Tier One environmental was drafted. 2. At close of PY11 a Request-for-Services (RFS) to identify a subrecipientsubrecipient for administration of the program is in the final stages of internal Travis County review. 3. The project is anticipated to launch in January 2013, and will begin providing service to those who qualify on the waiting list. 4. This project will be completed within 12 months of contract execution.	

PGM Year: 2011
Project: 0004 - PY 11 Administration & Planning
IDIS Activity: 37 - PY11 Administration & Planning

Status: Completed 9/30/2012 12:00:00 AM
 Location: ,

Objective:
 Outcome:
 Matrix Code: General Program Administration (21A) National Objective:

updated 12-13-12 at 4:40pm
Total Drawn Thru Program Year: \$1,704,667.28
Total Drawn In Program Year: \$307,359.59

Item 20



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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 (MOU) Between Travis County and the Travis County Housing Finance Corporation for Contract Administrative Services for Amy Young Barrier Removal Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Staff requests that the Court entered into an MOU with the Travis County Housing Finance Corporation for the contract administration of the Amy Young Barrier Removal Program which will be serviced by Travis County Health and Human Services and Veterans Service's Housing Services. The Amy Young Barrier Removal Program utilizes funds from the Texas Department of Housing and Community Affairs (TDHCA) providing one-time grants of up to \$20,000 to Persons with Disabilities for home modifications necessary for accessibility and the elimination of hazardous conditions.

STAFF RECOMMENDATIONS:

Staff recommends approval of the proposed Memorandum of Understanding with Travis County Housing Finance Corporation (attached).

ISSUES AND OPPORTUNITIES:

Travis County has the opportunity to participate in the TDHCA's Amy Young Barrier Removal Program upon the State's announcing the availability of almost \$2,000,000 for this year in funding from the Housing Trust Fund (a total of \$4,000,000 for the biennium). The Amy Young

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

Program provides one-time grants of up to \$20,000 to Persons with Disabilities qualified as Low Income for home modifications necessary for accessibility and the elimination of hazardous conditions. Funds may not be used for repairs or construction unrelated to accessibility modification, barrier removal or the elimination of hazardous or unsafe conditions in the housing unit. Program beneficiaries may be tenants or homeowners and their household members with disabilities.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approving this request will not increase the County Budget. The MOU with the Housing Finance Corporation is for contract administration to service TDHCA's Amy Young Barrier Removal Program. Funds from the State are reserved through a Reservation System and, after verification of eligibility and obtaining construction approval, the administrator requests payment for completed work on approved projects. The Administrator is entitled to bill up to 10% in administrative costs and has 120 calendar days to complete all approved construction.

REQUIRED AUTHORIZATIONS:

Andrea Shields, Travis County Housing Finance Corporation
Karen Thigpen, Travis County Housing Finance Corporation
Leslie Browder, County Executive, PBO
Nicki Riley, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes, Travis Purchasing Agent
Lance Pearson, Housing Services Manager



Travis County Commissioners Court Agenda Request

Meeting Date: December 10, 2012

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

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Leslie Browder, County Executive, PBO
Nicki Riley, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes, Travis Purchasing Agent
Lance Pearson, Housing Services Manager

MEMORANDUM OF UNDERSTANDING FOR CONTRACT ADMINISTRATIVE SERVICES FOR
A AMY YOUNG BARRIER REMOVAL PROGRAM BETWEEN TRAVIS COUNTY AND
TRAVIS COUNTY HOUSING FINANCE CORPORATION

This Memorandum of Understanding ("MOU") is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), and Travis County Housing Finance Corporation, a public non-profit corporation incorporated under the TEX. LOC. GOV'T CODE ANN., ch. 394 ("Corporation").

RECITALS

The State of Texas, through the Texas Department of Housing and Community Affairs ("TDHCA"), provides funds through its Texas Housing Trust Fund for the Amy Young Barrier Removal Program ("Program").

The Corporation has filed and received approval of certification from the State of Texas as an Administrator under the Program, and requires contract direct services in order to implement the Program funded by grant funds from TDHCA.

County has the authority to provide those services pursuant to Texas Government Code, Section 81.027 and other statutes, and will provide the direct services for the Corporation through Travis County Health, Human Services and Veterans Services (TCHHSVS), Housing Services.

AGREEMENT

In consideration of the mutual promises and covenants in this MOU, County and Corporation agree to the following terms and conditions:

1.0 DEFINITIONS

In this MOU,

1.1 "Board" means the Boards of Directors of the Travis County Housing Finance Corporation.

1.2 "Commissioners Court" means Travis County Commissioners Court.

1.3 "Grant" means the Amy Young Barrier Removal Grant provided by Texas Department of Housing and Community Affairs ("TDHCA") to Corporation.

1.4 "Program" means the Amy Young Barrier Removal Grant program provided for under the TDHCA Grant.

2.0 MOU PERIOD

2.1 Initial Term. This MOU shall begin when signed by both parties and continue in effect until the Grant period terminates, unless earlier terminated by either party.

2.2 Extended Term. If additional grant funds are secured by Corporation, the term may be extended for the length of that additional grant period from TDHCA by written amendment.

3.0 COUNTY PERFORMANCE OF SERVICES

3.1 During the term of this MOU, County, through Travis County Housing Services, a program of Travis County's Health & Human Services and Veterans Service ("Housing/TCHHSVS"), shall provide the following services for the Corporation as described in the Corporation's Grant contract with TDHCA to those persons who have been accepted into the Program:

3.1.1 Receive new applications from Travis County, Texas, residents in need of Program assistance through the County's current application for assistance process;

3.1.2 Qualify new applicants in compliance with the rules, regulations and requirements of the Program, including eligibility determination using the Program guidelines;

3.1.3 Complete assessment and evaluation of the home:

(a) verification of the viability of the structure and ownership documentation.

(b) completion of a detailed scope of work showing barrier removal and health or safety hazard removal needed.

(c) completion of a detailed estimate (coordinated with current County subcontractors and suppliers) of the work that is needed, including funding limitations applicable to criteria for barrier removal and health and safety removal, respectively.

3.1.4 Submit the above to TDHCA for approval.

3.1.5 Serve as General Contractor for all approved projects under the Program utilizing existing County vendor, subcontractors and suppliers as well as in-house County personnel to perform the work needed.

3.1.6 Provide the required and agreed upon personnel to effectively implement the Program for the duration of the Grant.

3.1.7 Create and maintain all necessary documentation and records related to the Program.

3.2 County shall perform all services and activities under this MOU in a professional, prompt and efficient manner, at a standard acceptable for similar services in Travis County.

3.3 County and Corporation shall conform to all laws, regulations and ordinances applicable to the performance of this MOU.

3.4 The Parties agree that no additional FTE's are required for Housing/TCHHSVS to implement this Program.

3.5 The County will transfer funds as necessary to the Corporation to meet the County-approved costs of the Program.

4.0 CORPORATION PERFORMANCE OF SERVICES

4.1 As the primary applicant and recipient of Program funding, the Corporation shall regularly update County staff of necessary Program obligations, procedures, regulations, and updates. The

Corporation shall provide County staff the appropriate training and other Program-related information sessions.

4.2 The Corporation shall provide County with a copy of all necessary Program documents and requirements prior to commencement of services under this MOU, and with any amendments or changes to the Program documents throughout the term of this MOU.

4.3 The Corporation agrees to complete and maintain its eligibility as the Administrator of the Program and the Reservation System Access by meeting all requirements of the State related to that Program and necessary for implementation of the Program, including completion of the Amy Young Barrier Removal Program Reservation System Access Application.

4.3 The Corporation will be responsible for coordinating with County to ensure compliance by County and the Corporation with:

4.3.1 all terms and requirements included in the TDHCA Housing Trust Fund Amy Young Barrier Removal Program Manual (attached to this MOU as Exhibit A);

4.3.2 all terms and conditions of the TDHCA Housing Trust Fund Notice of Funding Availability Amendment (attached to this MOU as Exhibit B).

4.4 Upon approval of the documentation provided by the County to TDHCA, TDHCA will provide a contract to the Corporation covering the work set forth in the documentation for each home. The Corporation will submit that contract to the Board for approval. Upon approval, the Corporation will direct County to proceed with the work on the home as approved.

4.5 Upon successful completion of each home, as evidenced by final inspection and approval of the home by TDHCA, and reimbursement of the Corporation by TDHCA, the Corporation will reimburse the County the amount utilized in the completion of the work on that home as documented.

4.6 Upon completion of the entire project, any funds not used by the Corporation for actual Program costs will be returned to County.

6.0 JOINT REQUIREMENTS

6.1 County and Corporation will comply with all applicable state and local procurement laws, regulations and policies in making purchases of supplies and/or services related to the Program, and will maintain documentation of such compliance.

6.2 County and Corporation will coordinate to procure any services that cannot be provided under existing County providers.

5.0 AMENDMENTS

5.1 Unless specifically provided otherwise in this MOU, any change to the terms of this MOU or any attachments to it shall be made by written change order signed by both parties. Corporation acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this MOU or any attachments to it unless expressly granted that authority by the Commissioners Court.

5.2 Corporation shall submit all requests for alterations, additions or deletions of the terms of this MOU or any attachment to it to the Travis County Judge with a copy to Sherri Fleming, County

Executive, TCHHSVS.

6.0 SUBCONTRACTS

6.1 County may enter into any subcontracts for any service or activity required as performance for this MOU without the prior written approval or the prior written waiver of this right of approval from Corporation.

7.0 ASSIGNABILITY

7.1 Neither party may assign any of the rights or duties created by this MOU without the prior written approval of the other party. It is acknowledged by Corporation that no officer, agent, employee or representative of County has any authority to assign any part of this MOU unless expressly granted that authority by the Commissioners Court.

8.0 TERMINATION

8.1 County shall have the right to terminate this MOU, in whole or in part, at any time before the date of termination specified in Section 2.1 of this MOU if Corporation fails to comply with any term or condition of this MOU.

8.2 County shall notify Corporation in compliance with 11.0 if Corporation has failed to comply with any term or condition of this MOU and allow Corporation at least ten (10) days to correct the failure. The written notice shall state the effective date of termination if the failure is not corrected; the reasons for termination and, in the case of partial termination, the portion of the MOU to be terminated.

8.3 Notwithstanding any exercise by County of its right of early termination pursuant to this Section 8.0, Corporation shall not be relieved of any liability to County.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Corporation which then exists or may subsequently exist. All rights of County under this MOU are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this MOU shall not preclude the exercise of any other right or remedy under this MOU or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.2 No payment, act or omission by Corporation may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. All rights of Corporation under this MOU are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Corporation under it. Any right or remedy in this MOU shall not preclude the exercise of any other right or remedy under this MOU or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 ENTIRE AGREEMENT

10.1 All oral and written agreements between the parties to this MOU relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained in this MOU.

11.0 NOTICES

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

11.2 The address of County for all purposes under this MOU shall be:

Sherri Fleming, County Executive, TCHHSVS
P.O. Box 1748
Austin, Texas 78767-1748

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

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

11.3 The address of the Corporation for all purposes under this MOU and for all notices hereunder shall be:

Honorable Samuel T. Biscoe (or his successor in office)
President
Travis County Housing Finance Corporation,
P.O. Box 1748
Austin, Texas 78767-1748

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

Andrea Shields (or her successor)
Manager
314 W. 11th Street, Room 540
Austin, Texas 78767-1748

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

12.0 SPECIAL CONDITIONS

12.1 Neither party is liable for failure to perform or delay in performance that is caused by Acts of God, riots, war, insurrection and other similar events that are not within the control of the failing or delayed party.

12.2 County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the Corporation or its employees in relation to this Agreement. Corporation shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. Corporation and County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees,

or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

12.3 Law and Venue. This MOU is governed by the laws of the State of Texas and all obligations under this MOU shall be performable in the City of Austin, Texas, or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this MOU will take place in Travis County and the City of Austin.

12.4 County Public Purpose. By execution of this MOU, the Commissioners Court finds that the issues, problems and needs to be addressed by this MOU constitute a significant public concern and that provision of services under this MOU will further the public purpose of addressing those needs identified in this MOU for qualified individuals.

TRAVIS COUNTY, TEXAS

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Samuel T. Biscoe
President

Date: _____



Texas Department of Housing and Community Affairs Housing Trust Fund

2012 - 2013 Amy Young Barrier Removal Program

Notice of Funding Availability Amendment

Original NOFA Published and Released August 12, 2011

NOFA Amendment Published and Released May 4, 2012

1. Program Overview

The Texas Department of Housing and Community Affairs (“the Department”) announces the availability of \$4,000,000 in funding from the Housing Trust Fund (HTF) for the Amy Young Barrier Removal Program (“Program”) through the Department’s Reservation System. Approximately \$1,738,500 is available from the 2012-2013 HTF appropriation and \$2,261,500 in loan repayments, interest earnings and deobligations is available from prior years.

The Amy Young Program provides one-time grants of up to \$20,000 to Persons with Disabilities qualified as Low Income, for home modifications necessary for accessibility and the elimination of hazardous conditions. Program beneficiaries may be tenants or homeowners and their household members with disabilities.

The Department will utilize a Reservation System with this Notice of Funding Availability (NOFA) in an effort to attract a diverse group of eligible Administrators serving various regions throughout the state. The availability and use of these funds are subject to Chapter 2306 of the Texas Government Code and the Texas Administrative Code, Title 10, Part 1, Chapter 51 (the “Housing Trust Fund Rule”).

The Department will begin accepting Applications to access the Reservation System starting on **August 12, 2011** and will grant access on an ongoing basis until all Program funds are reserved, or until **August 31, 2013**, whichever occurs first. In accordance with Chapter 2306 of the Texas Government Code, this NOFA is not subject to the Regional Allocation Formula since funds are programmed primarily for Persons with Disability.

2. Eligible Applicants

- a) The following organizations are eligible to apply to administer the Program:
 - i. Units of Local Government;
 - ii. Nonprofit Organizations;
 - iii. Public Housing Authorities (PHAs); and
 - iv. Public Agencies.
- b) Organizations interested in applying to administer the Program must complete the Amy Young Barrier Removal Program Reservation System Access Application, which may be downloaded from the Department’s website at <http://www.tdhca.state.tx.us/htf/nofa.htm>.

Upon approval, a Reservation System Access Agreement will be provided by the Department and must be executed in order to participate in the Reservation System.

- c) Organizations currently approved to participate in the Department's Amy Young Barrier Removal Program, the HTF Homebuyer Assistance Program or the Texas Bootstrap Loan Program need to complete only page one of the Amy Young Barrier Removal Program Reservation System Access Application.
- d) Applicants must have at least one (1) year of experience providing services to low-income households or Persons with Disabilities, as evidenced by current or previous contracts with the Department or with other funding entities. To satisfy this requirement, applicants may provide evidence of a partnership with an entity or organization that meets the requirement, such as a contract or memorandum of understanding (MOU). A letter of support or intent to partner does not satisfy this requirement.

3. Definitions

- a) Any capitalized terms not specifically mentioned in this section shall have the meaning as defined by the Department, in Chapter 2306 of the Texas Government Code, or Housing Trust Fund Rule.
- b) In addition, this NOFA uses the following definitions:
 - i. Administration Fee – Program funds that are earned by Administrators for operating the Program.
 - ii. Contingency – A maximum of 10% percent of the construction contract amount. Hard Costs – Site specific project construction costs, including general requirements, site preparation, permits, labor, materials and budgeted contingency funds utilized through an HTF approved change order.
 - iii. Liquid Assets – Liquid Assets are items of value that may be turned into cash. This does not include items such as the principal residence, restricted retirement accounts, and permanent life insurance policies.
 - iv. Low Income – (In this NOFA, the following definition of Low Income is used in place of the HTF Rule definition). Household income does not exceed 80% of the Area Median Family Income (AMFI) or 80% of the State Median Family Income, adjusted for Household size, whichever is greater, utilizing a Department approved methodology.
 - v. Project Costs – Program funds (Hard and Soft Costs) that directly assist an eligible Household.
 - vi. Reservation Setup - The submission of required documents to the Reservation System in order to reserve Program funds for an eligible Household.
 - vii. Reservation System – The Department's online system utilized by Administrators to reserve and draw Project Costs and Administration Fees, and track status of Program activities specified in this NOFA.
 - viii. Soft Costs – Limited to an amount not to exceed 10% of Project Hard Costs, Soft Costs are Activity specific costs including but not limited to: staff or consultant time spent to determine address specific Applicant eligibility; inspection(s); septic system inspection fees; work write-up and cost estimation; pre-construction conference;

construction supervision; Setup and Draw documentation and submitting to the Reservation System; staff mileage associated with a specific Activity, etc.

4. Program Requirements

- a) The primary purpose of this Program is to provide accessibility modifications and barrier removal for Persons with Disabilities qualified as Low-Income.
- b) Administrators must follow processes and procedures as required by the Department or outlined in the Program Manual.
- c) The assisted Household's projected income may not exceed 80% of the Area Median Family Income (AMFI) or 80% of the State Median Family Income, adjusted for Household size, whichever is greater, utilizing the approved methodology described in the Department's Amy Young Program *Income Qualification Guidelines*. Liquid Assets may not exceed \$20,000.
- d) Administrators must comply with all applicable procurement laws, regulations and policies. Local units of government must maintain documentation of compliance with procurement laws and regulations. All participating Nonprofit Organizations must have a Board adopted procurement policy and document in their local file compliance with that policy.
- e) An Administration Fee equal to 10% of the Project's combined Hard and Soft Costs will be paid to the Administrator upon completion of the Project. Administration Fees are not a part of the maximum grant per Household.

5. Property and Construction Guidelines

- a) Eligible properties are owner-occupied homes and rental units. A Person with Disability must be named on the lease of the assisted rental unit or the owner of record for an owner-occupied property unless otherwise approved by the Department on a case-by-case basis.
- b) The following properties are not eligible for assistance in this Program:
 - i. Properties developed, owned or managed by the Administrator or an Affiliate, as defined in the HTF Rule.
 - ii. Rental units financed in whole or in part with federal funds, as they are required to meet minimum accessibility standards.
- c) The Program grant is limited to \$20,000 in combined Hard and Soft Costs. Funds may not be used for repairs or construction unrelated to accessibility modification, barrier removal or the elimination of hazardous or unsafe conditions in the housing unit.
- d) **Accessibility modifications.** All Households served by the Program must have the need for accessibility modifications. **A minimum of 75%** of Project Hard Costs must be utilized for accessibility modifications unless otherwise approved by the Department on a case-by-case basis. Examples of modifications may include, but are not limited to: interior/exterior handrails, door widening, exterior ramps, countertop/cabinet adjustments, accessible kitchen appliances, buzzing/flashing devices, accessible door/faucet handles, elevated toilets, shower grab bars, shower wands, walk-in showers, pedestal sinks, etc.

- e) **Rehabilitation of the unit.** In addition to accessibility modifications, eligible activities include other rehabilitation costs associated with the elimination of hazardous or unsafe conditions in the housing unit. **No more than 25%** of the Project Hard Costs may be utilized for this purpose unless otherwise approved by the Department on a case-by-case basis. Examples of other rehabilitation work include, but are not limited to repair of hazardous conditions or code violations in the electrical system, plumbing system, structural system or mechanical system.

6. Reservation System Guidelines

- a) Program funds are available on a first-come, first-serve basis in the Reservation System.
- b) Administrators of active Amy Young Barrier Removal Program contracts may apply to access the Reservation System if all of the funding under the current contract is committed and applicable benchmarks are met. Upon successful commitment of funds under existing contract terms and if all applicable benchmarks are being met, subsequent Setups will be accepted subject to the terms of this NOFA.
- c) Administrators of active Amy Young Barrier Removal Program contracts may apply to access the Reservation System to serve Households outside of the Service Area defined in the current, active contract if they are currently meeting all contractual benchmarks.
- d) An Administrator is ineligible to access the Reservation System until any past due audit has been submitted to the Department in a satisfactory format with no unresolved findings.
- e) In accordance to the HTF Rule, the Department may de-authorize access to Reservation System and the Reservation System Access Agreement will be terminated if the requirements in this NOFA are not met. For the purposes of this NOFA, de-authorization is treated as a funding deobligation as outlined in the HTF Rule.

7. Reserving Funds (Reservation Setup)

- a) Administrators will market the Program, complete application intake, and qualify Households for participation.
- b) After collecting and verifying the required Household income and property eligibility documentation, the Administrator will enter the Activity Reservation Setup information into the Reservation System, submit the required forms described on the “Reservation Setup Checklist” or in the Program Manual, and request a Reservation of Project funds, up to the maximum of \$20,000 and an Administration Fee of 10% of the Project funds.
- c) Reservation Setups will be processed in the order submitted to the Department via the Reservation System. Submission of a Reservation Setup on behalf of a Household does not guarantee funding.
- d) The Department will review the Reservation Setup documentation within **ten (10) business days** of submission by the Administrator.
- e) Once a Household is verified by the Department as eligible for assistance, up to the maximum of \$20,000 in Project funds plus an Administration Fee of 10% of the Project funds will be reserved in the Reservation System.
- f) When the Reservation Setup is approved by the Department, Project and Administration Fee funds will be reserved for the Household through the Reservation System for a period

of no more than **sixty (60) calendar days**, during which time the Administrator must complete the Activity Approval process.

8. Construction Approval

- a) After the Department has approved the Reservation Setup, the Administrator has **sixty (60) calendar days** to submit all required construction documentation into the Reservation System, including the awarded construction contract and “Before” pictures.
- b) If complete documentation is submitted within the **sixty (60) calendar day** reservation period, and is approved by the Department, the status will be changed to “active”. The Administrator may then proceed with the pre-construction conference and start construction.
- c) If the documentation needs correction or additional information, the Department will notify the Administrator and change the Activity status to “disapproved” until the documentation is received. If an Activity remains in “disapproved” status for more than **thirty (30) calendar days**, the Department will cancel the reservation from the Reservation System and the Setup will need to be resubmitted if funds are available.
- d) Administrators may reserve and have active projects in amounts outlined below. If an Administrator has reached the maximum amount allowed to be active, new Reservation Setups will not be reviewed by the Department until an existing Activity is closed or an existing Reservation Setup has been cancelled or deleted.
 - i. An administrator may have up to \$100,000 reserved.
 - ii. If an Administrator has completed five (5) projects successfully and met all timeframes as outlined in Section 8, the Administrator may have up to \$200,000 active in the Reservation System.
 - iii. If an Administrator has completed ten (10) projects successfully and met all timeframes as outlined in Section 8, the Administrator may have up to \$300,000 active in the Reservation System.
 - iv. If an Administrator has completed fifteen (15) projects successfully and met all timeframes as outlined in Section 8, the Administrator may have up to \$400,000 active in the Reservation System.

9. Drawing Funds in the Reservation System

- a) Administrators may request Draws for Project Costs and Administration Fees upon completing each approved Project.
- b) If the Department requires additional information or documentation to process a Draw request, the Department will notify the Administrator and change the Draw status to “disapproved” until follow up documentation is received from the Administrator. If a Draw request remains in “disapproved” status for more than **thirty (30) calendar days** in the Reservation System, the Department will delete the Draw from the Reservation System. The Draw will need to be resubmitted.

10. Project Completion

Once the request for Construction Approval has been approved by the Department and the Activity becomes active, the Administrator has **one hundred and twenty (120) calendar days** to complete all construction and draws. The Department may grant a one-time **thirty (30)**

calendar day extension to the project completion deadline due to extenuating circumstances that were beyond the Administrator's control, upon receipt and approval of a written request within **one hundred and twenty (120) calendar days** after Construction Approval. **If the Administrator fails to meet this deadline, the Reservation may be cancelled.**

Questions regarding this NOFA should be addressed to:

Texas Department of Housing & Community Affairs

Housing Trust Fund Division

ATTN: Will Gudeman, HTF Program Coordinator

221 E. 11th Street

Austin, Texas 78701

Telephone: (512) 475-4828

E-mail: HTF@tdhca.state.tx.us

**TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS**

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Housing Trust Fund

Amy Young Barrier Removal Program

Program Manual

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References

- TDHCA Governing Statute (Government Code, Title 10, Chapter 2306)
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2306.htm>
- Texas Accessibility Standards
<http://www.license.state.tx.us/ab/abtas.htm>

CHAPTER 1: INTRODUCTION

ABOUT THE HOUSING TRUST FUND

The Housing Trust Fund (HTF) was established by the 72nd Legislature, Senate Bill 546, to create affordable housing for low and very low income individuals and families. It is the only state-authorized funding source for affordable housing. Funding sources consist of appropriations or transfers made to the fund, unencumbered fund balances, and public or private gifts or grants. The Housing Trust Fund Plan details the strategy for expending funds.

PROGRAM OVERVIEW

The Amy Young Barrier Removal Program (“Program”) provides one-time grants of up to \$20,000 to Persons with Disabilities, whose household income does not exceed 80% of the Area Median Family Income (AMFI), for home modifications necessary for accessibility and the elimination of hazardous conditions. Program beneficiaries may be renters or homeowners and their household members with disabilities.

Administrators will provide assistance to households whose composition includes at least one member meeting the definition of a Person with Disabilities, an individual who has a disability that is a physical or mental impairment that substantially limits one or more major life activities.

The assistance shall be provided in the form of a grant. No liens will be required.

As allowed in the Notice of Funding Availability (NOFA), households living in counties where the AMFI is lower than the state median family income, Administrators may use the state median family income, adjusted for household size, as defined by the U.S. Department of Housing and Urban Development (HUD) and provided by the Texas Department of Housing and Community Affairs (“Department”), to determine income eligibility. Income limits are provided on the Department’s Housing Trust Fund webpage at <http://www.tdhca.state.tx.us/htf/index.htm>.

USE OF THIS MANUAL

The Amy Young Program Administrators (“Administrator”) must follow procedures described in this manual and use the referenced Department forms. Referenced resources provide additional information and instruction.

Program Forms and the Program Manual are available online at: <http://www.tdhca.state.tx.us/htf/forms/index.htm>.

This manual provides program information to help Administrators assist households in accordance with the HTF Rule and other programmatic and compliance requirements. This manual is designed to supplement the information published in the NOFA. Administrators

should contact HTF staffs regarding final interpretation of the rules, policies and regulations that govern the Program.

ON-SITE TECHNICAL ASSISTANCE

Technical Assistance (TA) or on-site TA can be provided at the Administrator's request or when an HTF Program Coordinator determines it is the most effective means for resolving program or capacity issues. The HTF Program Coordinator may recommend an on-site visit if administrative errors persist or insufficient documents continue to be submitted.

An on-site TA visit typically includes:

- Administrator's specific administrative errors or insufficient documents;
- Administrator's questions and concerns;
- TDHCA Housing Contract System training;
- Discussion/explanation of program documentation, requirements, and procedures

Contact Department staff regarding Amy Young questions and submissions

Will Gudeman Primary Program Coordinator (512) 475-4828 will.gudeman@tdhca.state.tx.us

Mark Leonard Backup Program Coordinator (512) 936-7799 mark.leonard@tdhca.state.tx.us

CHAPTER 2: ADMINISTRATION

In addition to the NOFA, the Administrator should review and understand their Reservation System Access Agreement (“Agreement”) prior to reserving funds since the Agreement outlines all responsibilities related to the administration of the Program.

Administrator Eligibility

Administrators must meet the following eligibility requirements:

- Be one of the following types of organizations:
 - Unit of Local Government
 - Nonprofit Organization
 - Public Housing Authority
 - Public Agency

- Have at least one (1) year of experience providing services to low-income households or Persons with Disabilities and have the following evidence to demonstrate this experience:
 - Current or previous contracts with the Department; OR
 - Current or previous contracts with other funding entities, OR
 - Evidence of a partnership with an entity or organization that meets the requirements, such as a contract or Memorandum of Understanding (MOU). (Note: In accordance with the NOFA, a letter of support or intent does not satisfy this requirement.)

Reservation System Access Requirements and Guidelines

Program funds are available on a first-come, first-served basis in the Reservation System.

An Administrator is ineligible to access the Reservation System until any past due audit has been submitted to the Department in a satisfactory format with no unresolved findings.

In accordance with the HTF Rule, the Department may de-authorize access to the Reservation System and the Reservation System Access Agreement will be terminated if the requirements in the NOFA are not met. For the purposes of the NOFA, de-authorization is treated as a funding deobligation.

Steps to Becoming an Administrator (Gaining Access to the Reservation System)

To serve households with the Program, an organization must first be approved as an Administrator by the Department. Procedures for becoming an Administrator should be completed sequentially as follows. All forms can be downloaded from the Department’s Website at: <http://www.tdhca.state.tx.us/htf>

1. Application - Complete, sign, and return the Reservation System Access Application (“Application”). Organizations currently approved to participate in the Department’s previous Amy Young Barrier Removal Program, the HTF Homebuyer Assistance Program, or the Texas Bootstrap Loan Program need to complete only page one of the Application.
2. Reservation System Access Agreement - The Department will provide to the organization a Reservation System Access Agreement (“Agreement”) for review and final execution.
3. Application for Texas Identification Number - Texas Comptroller of Public Accounts **FORM AP-152**. This form must be submitted by the Administrator.
4. The following information relating to payment to Administrators must be submitted to the Department:
 - a. Name of bank
 - b. Bank contact information, including name of banker and phone number
 - c. ABA same day wire transfer number
5. **TDHCA Contract System Access Request** – provides identifying information regarding the Administrator’s authorized representatives.
6. Audit Certification Form (ACF) - Within 60 days after Administrator’s fiscal year end, submit *Audit Certification Form* and submit form after every fiscal year end during the Agreement period.
7. After successfully completing steps 1-6, the Administrator may begin marketing the Program and performing application intake. A marketing brochure with space for the Administrator’s contact information is available upon request.

Administrative Fee

An administrative fee equal to 10% of each activity’s combined hard and soft costs will be paid to the Administrator upon completion of each Activity. Administrative fees are not a part of the maximum grant per household. See **Chapter 7** for more information about the project closeout and draw process.

Conflict of Interest

In accordance with HTF Rule, no person who exercises or has exercised any functions or responsibilities with respect to HTF activities under Chapter 2306 of the Texas Government Code, or who is in a position to participate in a decision making process or gain inside

information with regard to such activities, may obtain a personal or financial interest or benefit from a HTF assisted activity, or have an interest in any HTF Agreement, subcontract or agreement or the proceeds, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

RECORDKEEPING REQUIREMENTS

Administrators must retain all documents pertaining to the Program at its regular place of business for at least THREE YEARS after activity completion. Original documents may *not* be moved to a consultant's place of business or to any other location that is *not* under ownership or control of the Administrator.

In accordance with Texas Government Code, Chapter 552, Section 552.021, the Texas Public Information Act, all Program-related documents (includes applications, bookkeeping, reports, program files, activity files, etc.) must be available for public inspection by the Department, the Comptroller of Public Accounts, the State of Texas or any of their authorized representatives.

Pursuant to the HTF Rule, Administrators must adhere to record keeping requirements, which may include, but are not limited to:

- Information necessary to determine whether the Administrator has carried out housing activities in accordance with the objectives and requirements of the HTF Rule
- Information necessary to determine if a project is benefiting low, very low, and extremely low-income households
- Data on race and ethnicity for households who have applied for and/or benefited from any activity funded with HTF Program funds

FILE ORGANIZATION

The Administrator must maintain a recordkeeping system for HTF activities that can be easily reviewed by the Department. The Department requires two types of files: program files and activity files.

PROGRAM FILE - (Program Administration)

Copy of the:

- NOFA
- Application submitted to TDHCA
- Reservation System Access Agreement
- Marketing Plan
- Selection Criteria

Procurement Plan
Receipts and Accounting Documents

ACTIVITY FILES - (Individual Household Activities)

Assisted Applicant Files
Disapproved Applicant Files

PROGRAM FILE CHECKLIST

The program file documents the overall administration of the Program. Group the documents according to function. The program file should contain the following sections at a minimum:

- 1. NOFA and Agreement.** Administrators should keep a hard copy of the NOFA, Program Application, fully executed Reservation System Access Agreement, any amendment requests, and any executed amendments on file.
- 2. Accounting.** This section of your files should include a copy of documents needed to track and justify costs related Program administrative and project costs. This may include:
 - Receipts for all Program expenditures (tracked and reconciled)
 - Disbursements of Program funds (tracked and reconciled)
 - Bank statements for the bank account(s)
 - Adequate support documentation for all receipts and disbursements
 - Summary of draw requests to the Department, tracking payments received
 - A copy of the same day wire transfer instructions for the bank account
- 3. Procurement and Program Eligibility Policies.** This section of your program file should include adopted plans and policies related to the Program. This may include your application selection/prioritization policy, board-adopted procurement policy/city or county procurement policy, walk-away policy/infeasibility policy, and conflict of interest policy.
- 4. Program Marketing.** Administrators should create and implement a marketing and outreach plan. Copies of all materials should be retained in a file for future reference. The following documents may be included, as applicable:
 - Copies of program brochures, notices, hand-outs, and other advertising materials or publications

- Documentation of public outreach efforts, including dates, times, locations, and content of information and/or materials provided
- Copies of invoices for paid advertising and publication services
- Transcripts of radio or other media announcements including dates and times of publication

ACTIVITY FILES

Activity files organize all records pertaining to each applicant, regardless of their final approval for assistance. Create a separate activity file for each approved and disapproved applicant containing. The documentation should include the documents outlined on the *Project File Checklist (Form 16)*.

AMENDMENTS

The Administrator will be responsible for meeting all of the conditions and terms of their Agreement. If an Administrator fails to meet any Program condition or term, the Department may terminate access to the reservation system, deobligate funds and cancel the reservation.

If an Administrator foresees the need to change to their Agreement, they may submit an amendment request in writing that documents extenuating circumstances that justify the request.

CHAPTER 3: APPLICATION INTAKE & HOUSEHOLD ELIGIBILITY

PLANNING THE APPLICATION INTAKE PROCESS

The following checklist may assist you to begin the application intake process:

Sample Application Intake and Selection Plan	
Location	<ul style="list-style-type: none"> • Identify where applications will be accepted • Make arrangements to accommodate applicants with special needs (accessibility, language barrier, etc.)
Timing	<ul style="list-style-type: none"> • Establish frequency of intake (ongoing? limited?) • Ensure applicants are aware of the amount of time they have to complete applications on their own, or to submit additional information
Selection	<ul style="list-style-type: none"> • Retain written policies and procedures describing how applicants will be selected. • Describe the following processes in your household selection plan: <ul style="list-style-type: none"> • Prioritization of eligible applicants (first come-first served? or ranked according to specific scoring criteria or need?) • Prioritization of home ownership to rental • Prioritization of other types of “special needs” households, such as prior homelessness, mental illness, etc. • Notification process to applicants of eligibility status, reason, and next steps or other resources, if any • Waiting list policy (e.g., new intake application after a certain number of days/months) • Denial policy, with instructions for reapplying, if applicable

APPLICATION INTAKE REMINDERS

- Use the *Project File Documentation Checklist (Form 16)* to ensure required documentation is gathered.
- Provide a list of required documentation to potential households and instruct them to collect all required documentation before scheduling a home visit or visiting your office.

- Download forms directly from the website when you work with a new applicant. The forms are updated periodically and previous versions of forms may be invalid.
- Complete the forms in full. Do not leave blank spaces. If it is not applicable, put "N/A" or "none."
- Do not use correction fluid or correction tape to make corrections. To make corrections, draw a line through the incorrect information, write the correct information nearby, and have the applicant initial the change or correction.
- Be prepared to submit support documentation. The Department may ask for additional verifications and information that may not be specified on the checklists or forms in case of a discrepancy.
- Ensure that no conflict of interest exists between any applicant Household member and persons designated by the Administrator to receive, evaluate, assist, or process applications.
- If a property has any liens of record for unpaid property taxes, the liens must be resolved and released by the appropriate authority.

ELIGIBILITY AT- A - GLANCE

Household Eligibility Requirements		
Type	Requirement	Documentation
Income Eligibility	Annual Gross income is no more than 80% AMFI or the State Median Income adjusted to household size	<ul style="list-style-type: none"> • <i>Intake Application (Form 1)</i> • <i>Household Income Certification (Form 4)</i> • Support documentation (pay stubs, benefits letters, bank statements, etc.)
Liquid Asset Limitation	Liquid assets may not exceed \$20,000. At a minimum, use most recent two month average checking account balance and the present balance of savings account.	Bank Account Statements for most recent 2 months from the date of application OR optional Asset Verification form completed by financial institution.
Person with Disabilities	At least one household member meeting definition of Person with Disabilities	<ul style="list-style-type: none"> • <i>Certification of Disability (Form 2)</i>
Property Eligibility	<p>1) Proof of Ownership or written permission of the property owner if a rented unit.</p> <p>2) Person with Disability is a listed occupant of the rental unit.</p> <p>3) Property taxes are current.</p>	<ul style="list-style-type: none"> • Title, or • Deed of Trust, or • Documentation from the county Appraisal District • Property Owner Permission Form developed by CA • Copy of the Lease
Health and Safety Hazards Limitation	Health and safety-related hazardous conditions must be addressed. However, no more than 25% of project funds used for this purpose unless a TDCHA waiver is granted	<i>Initial Inspection Form (6)</i>

Household Eligibility Requirements		
Type	Requirement	Documentation
Prohibited Liens	Property subject to unresolved liens of record for property tax may be ineligible for assistance (to be determined by the Department).	Ensure applicable lien is resolved and released

Income Qualification Guidelines

Income Documentation Requirements (Most Common Income Types)		
Income Type	Requirement	Instructions/Documentation
Wages and Salaries	Paystubs for the most recent 30 days, showing gross income.	Paystubs OR a completed Verification of Employment (VOE) form.
Benefits and Pensions	Include in gross income	Most recent award letters, showing gross amount of the benefit or pension, OR a completed Verification of Benefits form
Public Assistance	Include unemployment, workers compensation, rental assistance payments, and military housing allowance benefits	Award letter OR a completed Verification of Public Assistance form.
Other Income	Include bonus, overtime, shift differential, commissions, part-time employment, and second jobs	Paystubs OR a completed Verification of Employment (VOE) form.
Seasonal Work or Self-Employment	Include income from seasonal and farm labor work or self-employment	Determine by calculating a 2-year average using signed federal tax returns
Employment by Relative or Interested Third Party	Include income from employment by relative, the landlord, closely held family business, or any other interested third party.	A completed Verification of Employment (VOE) form and most recent signed federal tax return

Alimony and Child Support: Alimony and child support income will be used for income eligibility purposes if disclosed by the applicant on the intake application and appropriately verified.

Documentation ⇐ Divorce documents or separation agreement specifying the amount and duration of the award. Copies of canceled checks, bank statements or Attorney General's office confirmation may be used to verify receipt.

Excluded Sources: The Administrator will exclude any allowances for certain benefits, such as Food Stamps and Earned Income Tax Credit.

Applicant Notification

Notify each applicant Household of its eligibility status *in writing* in a timely manner from receipt of a complete *Intake Application (Form 1)*. Notifications may communicate the following:

- The Household has been determined eligible to receive assistance;
- The Household has been determined ineligible to receive assistance (provide written explanation for the denial of assistance); or
- The Household has been added to a Waiting List.

Retain a copy of the status notification letter in the applicant's individual household activity file as outlined in **Chapter 2** of this manual.

NEXT STEPS FOR ELIGIBLE APPLICANTS

After verifying that an applicant meets all the eligibility factors that pertain to the Agreement, clearly confirm that the applicant understands the program requirements that were explained to them before they decided to apply. Make sure the applicants know the program timelines for next steps, as well as their rights and responsibilities.

At this point, the Administrator requests commitment of funds for the eligible household by submitting a "setup" via the Department's online Reservation Contract System.

CHAPTER 4: RESERVATION SUBMISSION PROCESS

A “Set-up” is the process in which the Administrator reserves HTF monies for an eligible household and activity. The Administrator will reserve funds for households by entering and submitting setups using the Department’s online Housing Contract System (“System”). Set-ups require entering information about the eligible household, attaching required forms, and uploading other supporting documentation into the System.

WHO MAY SUBMIT SET-UPS?

The Administrator must authorize the staff persons allowed to submit information to the Department through the System using the *Contract System Access Request Form*. The Department will assign unique login names and temporary passwords to those authorized users. Login names and passwords may NOT be shared with anyone other than the person to whom it is assigned.

If authorized users are no longer involved in administering the Program, the Administrator must submit an updated *Contract System Access Request Form* to remove and/or add additional users.

RESERVATION SETUP PROCESS

After collecting and verifying the required household income and property eligibility documentation, the Administrator will enter the Activity Reservation Setup information into the System. The forms listed on the *Activity Reservation Setup Checklist (Form 5-a)* will be uploaded using instructions provided in the *HTF Contract System User Guide*.

Submission of a reservation setup does not guarantee funding. When the reservation setup is approved by the Department, the project funds and administration fee will be reserved for no more than **sixty (60) calendar days**, during which time the Administrator must complete the activity approval process as outlined in this manual and in accordance with the NOFA.

The Department will review the documentation within **ten (10) business days** of submission by the Administrator. Once a household is verified by the Department as eligible for assistance, up to the maximum of \$20,000 in project funds plus an Administration Fee of 10% of the project funds will be reserved in the Reservation System.

If the documentation requires correction at any time or additional information is needed, the Department will notify the Administrator and change the activity status to “*disapproved*” until the documentation is received. If an activity remains in “disapproved”

status for more than **thirty (30) calendar days**, the Department will cancel the reservation from the Reservation System and the setup will need to be resubmitted if funds are available.

In accordance with the NOFA, the Administrator may reserve up to \$200,000 in project costs in the System at any time. Once the Administrator has reached the maximum of \$200,000 allowed, new setups will not be reviewed by the Department until an existing activity is closed or an existing Reservation Setup has been cancelled or deleted.

Amy Young Reservation Setup and Draw Process Timeline			
Process	Documents to Submit	Timeline	
Initial Reservation	1. Initial Reservation Setup (Household Activity Reservation – Approved by the Department)	Upload to the Contract System: <ul style="list-style-type: none"> • Intake Application (Form 1) • Certification of Disability (Form 2) • Household Income Certification (Form 4) • Activity Reservation Setup Checklist (Form 5a) 	Submit once all documents are gathered and household deemed eligible by the Administrator’s selection plan and policies
Construction Approval (60 days)	2. Work Write-up Submission (Approval by the Department)	Email the following to HTF Staff <ul style="list-style-type: none"> • Initial Inspection (Form 6) • Work Write-up and Cost Estimate (Form 7) • Initial Inspection, Work Write-Up and Cost Estimate Checklist (Form 5b) • “Before” Photos 	Within 30 days of reservation approval
	3. Construction Initiation (Construction Approval by the Department)	Email the following to HTF Staff <ul style="list-style-type: none"> • Copy of Construction Contract • Construction Contract Checklist (Form 5c) 	Within 30 days of work write-up approval
Contract Closeout (120 days)	4. Construction Completion, Closeout and Final Draw (Approved by the Department)	Upload to the Contract System: <ul style="list-style-type: none"> • Change Order(s) (Form 10) • Final Inspection (Form 11) • Building Contractor’s Requests for Payment (Form 12) • Building contractor’s itemized invoice • Construction Draw Checklist (Form 13) • Activity Project Soft Cost Invoice (Form 14) • “After Photos” 	Within 120 days of construction contract approval

CHAPTER 5: Initial Inspection, Lead Paint Guidance & Walk-Aways

Up to 25% of the construction costs may go towards resolving health and safety deficiencies. For example, if total project costs are \$10,000, \$2,500 may be spent on resolving health and safety deficiencies. The following top 10 deficiencies, as identified by the American Society of Home Inspectors, are below. Be sure to consider all aspects of the housing unit when determining the budget for accessibility and health and safety modifications.

The American Society of Home Inspectors (ASHI) recently surveyed its members to find out what were the ten top home inspection problems.

- 1. Improper surface grading and drainage.** This was by far the most frequently-found problem, reported by 36 percent of inspectors. It's responsible for many common household maladies: cracked slabs and water penetration of the basement, footings or crawlspace. The most effective remedies for bad drainage include re-grading the ground around the house, repairing or installing a gutter and downspout system and providing positive drainage away from the foundation.
- 2. Improper and undersized electrical wiring.** Many inspectors, about 20 percent, found this to be the most common home inspection problem. It includes such situations as insufficient electrical service to the house, aluminum wiring, inadequate overload protection, improper grounding and dangerous amateur wiring connections. The inspectors say that much of the improper wiring they see was put together by do-it-yourselfers. This is a serious safety hazard, not just a cosmetic defect.
- 3. Older and damaged roofs.** About 9 percent of inspectors cited this as the most-common home inspection problem. Many wooden roofs are at the end of their useful life. Asphalt shingle roofs only last about 15 to 20 years. Roof leakage caused by old or damaged shingles or improper flashing is a frequent problem. It can be easy and inexpensive to repair damaged tiles and shingles and to re-caulk the roof penetrations. But, expensive, major roof repairs may be required down the road, if the repairs are put off.
- 4. Deficient and older heating systems.** Problems in this category include broken or malfunctioning controls, blocked chimneys, unsafe exhaust flues and cracked heat exchangers. These conditions represent more than simply inefficient heating. They are a major health and safety hazard. Heating systems should be serviced and maintained annually by a professional heating serviceman according to the manufacturer's instructions. Although expensive, the newer more efficient central heating systems will help to recoup your investment by reducing heating and cooling costs.
- 5. Poor Overall Maintenance.** Americans, on average, take better care of their cars than they do their homes. That's the consensus of many home inspectors, who often come across cracked, peeling or dirty painted surfaces, crumbling masonry, make-shift wiring or plumbing and broken fixtures or appliances. Although some of these problems may seem more cosmetic than serious, they reflect the overall lack of care that has been given to a home.
- 6. Structural Problems.** As a result of problems in one or more of the other categories, many houses sustain some, although usually not serious, damage to structural components such as foundation walls, floor joists, rafters or window and door headers. These problems are more common in older homes.
- 7. Plumbing problems.** Plumbing defects ranked high among the house problems encountered. Included is the existence of old or incompatible piping materials, faulty fixtures and waste lines and improperly strapped hot water heaters. Surprisingly, some home inspectors reported finding natural gas leaks in the homes they inspected.
- 8. Exteriors items.** Flaws in a home's exterior, including windows, doors and wall surfaces are responsible for the

discomfort and damage caused by water and air penetration. Inadequate caulking and/or poor weather stripping are the most common culprits of a cold and drafty home.

9. Poor Ventilation. Due to overly ambitious efforts to save energy, many home owners have "over-sealed" their homes, resulting in excessive interior moisture. This can cause rotting and premature failure of both structural and nonstructural elements. Moisture from unvented bathrooms and kitchens can damage plaster and may also lead to the accumulation of mold, which often causes allergic reactions.

10. Miscellaneous items. This category included various interior components, such as sticky windows or dripping faucets, as well as a number of environmental concerns, such as lead-based paint and asbestos.

To sum up the list, ASHI notes that 4 of the 10 items relate directly to the damaging effects of water. After a home is built, protecting it against water is the homeowner's most important and continually challenging task. Also, it is important to remember that the list represents a national average. Problems vary by climate, building codes, and the age of a structure, among other things.

WHEN DO INSPECTIONS TAKE PLACE?

Inspection Requirements Overview	
Required Inspections	When
1) INITIAL Inspection to determine level of modification needed and identify hazardous conditions	1) After household eligibility is determined, but before Work is put out for bid and construction contract awarded.
2) FINAL Inspection to certify compliance and correction of deficiencies	2) After construction is complete, but before the project draw is processed.

The Initial Inspection

The Administrator will complete an initial inspection with "Before" photos to determine the level of rehabilitation needed for barrier removal and accessibility, utilizing the Texas Accessibility Standards (TAS) for guidance on specifications. At this time, hazardous conditions will also be identified.

For rental units, all health and safety deficiencies must be resolved by the property owner prior to being able to access funds for accessibility improvements. Evidence of these corrections or a lack of deficiencies must be submitted to the Department.

Lead-Safe Paint and EPA Lead Regulations

The EPA updated its rules in April 2010 and your organization needs to be aware of the details behind them to be able to comply with federal law. Any pre-1978 home that will be rehabbed or renovated, including demolition of homes, must have at a minimum a contractor that is an EPA Certified Firm and an EPA Certified Lead Renovator must oversee

the construction. These individuals know how to comply with EPA Lead Safe Rules and know the differences between projects funded through different funding sources.

Be sure that whenever any pre-1978 home comes your way that you are fully aware of what steps need to be taken and that you have staff who are aware of the EPA rules. Bid packages for pre-1978 homes should also clearly indicate the requirements of a contractor to work on the home.

For housing units built prior to 1978, an assessment of the applicability of the EPA’s Lead-Based Paint Renovation, Repair, and Painting Program (RRP) will be completed by certified inspectors or risk assessors if the RRP rules are triggered.

Lead Paint Regulation Information	
EPA Renovation, Repair and Painting (RRP) details.	http://www.epa.gov/lead/pubs/renovation.htm

When the Applicant Declines to Consent

If, following completion of a thorough, documented feasibility analysis, the applicant does not consent to the recommended barrier removal assistance and/or repairs, obtain a statement signed by the applicant. Applicants may not wish for all accessibility improvements that are recommended to be completed, and their wishes should be honored. However, applicants cannot opt out of resolving health and safety deficiencies that have been identified; if they do not wish to have health and safety work to be completed, walking away is an option that should be considered.

The walk-away certification should clearly document all the following:

- Applicant name;
- Address of home;
- Detailed explanation of procedures and inspections conducted;
- Explanation of applicant’s rejection of assistance;
- Interior and exterior photos of existing structure;
- Feasibility Analysis indicating cost estimates as applicable;
- Statement from the applicant that they acknowledge and understand:
 - The type of assistance being offered;
 - They *do not consent* to participation in the Program; and
 - They are voluntarily refusing the assistance.

The Administrator may, at its discretion, also elect to walk-away from a project. A notification letter must be provided to the household and a copy must be retained in the Project File.

Written Walk-Away Policy

Each Administrator should establish a “walk-away” policy, which establishes guidelines to prevent investment in a unit which is so deteriorated that compliance with Program requirements cannot be achieved within the limit of financial assistance.

The Program is a specialized rehabilitation program and the entire unit is not required to be brought up to a standard or code. However, pressing health and safety issues can and should be addressed to provide a suitable living environment within Program funding limits.

If a housing unit that requires accessibility modifications also requires significant work to eliminate health and safety hazards (exceeding the 25% maximum amount allowed for this type of work), an Administrator must consider walking away unless other funds are provided or contact the HTF Program Coordinator to submit a waiver request.

A “walk-away” policy should outline basic situations in which an Administrator chooses to not assist a household, while leaving enough room for flexibility and objective decision-making. Some Walk-Away Policies may include whether assistance will be provided in the following instances:

- Homes in need of substantial structural repair and funds are insufficient
- Homes in need of substantial foundation repair unless the foundation is repaired prior to start of construction
- Homes that require replacement of a septic system

Each Administrator must retain a copy of their adopted “walk-away” policy in the program file. Additional guidelines can be found on the HTF Amy Young Barrier Removal Web site.

CHAPTER 6: Procurement, Bids, Construction Requirements and Change Orders

Department may make periodic construction site visits to verify construction progress and/or completion.

PROCUREMENT

All Administrators must establish written procurement procedures. Procurement is the process through which an entity obtains goods and services from vendors (including construction services) to administer the program. The procurement process usually includes the following:

1. Establish the kind services needed;
2. Obtain an independent cost estimate of the goods or services needed;
3. Solicit multiple contractors for services;
4. Compare bids to the estimate to ensure a fair price for the good and services;
5. Select the winning bidder and use a written contract that clearly states the responsibility of each party;
6. Document the entire process.

STATE PROCUREMENT REGULATIONS	
Counties:	Texas Local Government Code 262.003(a)
Cities	Texas Local Government Code 252.021(a)
Counties and Cities	Texas Government Code, Chapter 2254 when procuring professional services

NOTE: Some municipalities and may be subject to more stringent state and local procurement regulations than those cited in this document. Administrators should ensure compliance with the most stringent procurement requirements applicable. City and county

purchasing agents should be consulted to determine exact procurement procedures to follow.

BIDDING PROCESS

Bid requirements:

In addition to everything that should be required for accepting a bid (insurance, etc.), always include language in the *Invitation for Bids* that requires a bid amount for each specification. It is recommended that the bid include a statement that lump sum bids will be rejected.

The reason is twofold:

- Without a comparable unit price, how can a change order be approved or denied?
- Each spec bid allows for refining the cost estimates for future rehabs.

Notifying Potential Bidders

Competition generally benefits the program, and therefore it is important to be sure that you are reaching as many qualified contractors as possible. There are many avenues for reaching potential contractors. Typically, formal advertisements through newspapers or trade publications are used and contractor lists are maintained to direct notification and solicitation. Direct phone calls by program staff to announce availability of upcoming work is also effective. Outreach strategies should be applied consistently, without demonstrating any preference for certain firms.

When there are multiple methods to attract potential bidders, there will be higher competition and lower prices.

Pre-bid Inspections with Potential Bidders

Pre-bid inspections can add clarity to the scope of work. However, they also take a significant amount of time and can therefore increase program costs. Balance the need for pre-bid inspections with these time, cost, and production considerations. Sometimes requiring pre-bid inspections makes sense because there typically are at least a few jobs that are unusual, with very specialized requirements. In these cases, a pre-bid inspection is an essential way to head off misunderstandings in the future. In addition, if program staff notices several new bidders wishing to work with your program, pre-bid inspections may act as an important step in demonstrating to potential bidders how the program works and what to expect.

As long as the quality of the jobs and the household's satisfaction remains high, it is acceptable to not require pre-bid inspections.

Pre-construction Conferences

Pre-construction conferences are essential for winning bidders. All programs with direct construction monitoring responsibilities must have a pre-construction conference with the winning bidder at the construction site. A pre-construction conference is a pre-start, job site meeting between the contractor, potentially subcontractors, the household, and program staff.

The purpose of the meeting is to discuss details on roles and responsibilities, timing, and to clarify the scope of work. In almost every job, the contractor and other subcontractors with unusual roles in the job are required to attend. The household verifies his/her role in relocation (if necessary or required), providing utilities, security issues, packing and insurance requirements. The household, contractor, and program staff walk the job re-inspecting every single item on the scope of work to clarify any minor last minute differences in understanding. Use Form 9 to document this step.

The General Specifications of the construction contract require the builder to locate underground utilities. The Pre-construction Conference provides the optimal opportunity to discuss this requirement if digging will be performed.

The State of Texas Underground Facility Damage Prevention and Safety Act governs excavation. The act says that anyone that plans to disturb soil to a depth of 16 or more inches must contact a notification center before proceeding with their work. Marking underground utilities is a safety issue. Electric cable, gas lines, water lines and wastewater lines could all be present under the property. Hitting these lines could result in injury, property damage or pollution of the environment.

Call Before You Dig is a free service that locates your underground utilities. Use this service any time excavation is planned at a home that will have a ramp installed, or any other activity that will require digging. Call the Texas Excavation Safety System toll-free at (800) 344-8377. Operators are on duty 24-hours a day, seven days a week (excluding legal holidays).

You may call up to 14 business days before excavating, but no later than 2 business days before excavating. By providing your email address to the operator, they will email you the work order and the date that utility locating will occur. The operator will ask you where, when and what type of excavating is to be done. Keep your assigned request number for future reference. A locator for the various utilities will come mark their underground utilities at your site.

Sample Checklist for the Pre-Construction Conference

- What each party should expect throughout construction;
 - Type of construction work being performed – barrier removal and rehabilitation assistance
 - Specific materials to be used, including samples and colors, as applicable;
 - Construction and demolition procedures and process;
 - Start and end date of the Project;
- Budget limitations which may affect construction on the assisted property;
- The household will need to provide access to the property to the Administrator, Building Contractors, workers, and other authorized persons providing administrative and construction services.
- The household will need to ensure that all existing utilities (electricity, water, sewer, garbage) continue to be provided for the Building Contractor's use throughout the construction process;
- The household will need to arrange for the movement and/or storage of his/her property and personal belongings and ensure the security of his/her personal property.
- Personal property that is damaged, displaced, or missing during construction should be reported immediately to the Administrator.
- Recommended: household should compile a thorough photographic and written inventory before construction proceeds.
- Avoid interfering with construction procedures. The household must make a reasonable effort to stay safely away from the construction site while work is in progress.
- Demolition and construction may not begin until authorized by the Administrator.
- Inspection procedures (for construction inspections and optional progress inspections).
- The Building Contractor may submit a request for payment only after all costs have been incurred and all work for such costs has been satisfactorily completed. By signing the *Building Contractor's Request for Payment (Form 12)* the Building Contractor, household, inspector, and Administrator are each verifying the satisfactory completion of each listed repair item. All four parties must sign the *Building Contractor's Request for Payment (Form 12)* before the Department may process the Draw Request. If any repair is completed according to specifications but the household refuses to approve and sign *Building Contractor's Request for Payment (Form 12)* the household may be responsible for payment to the Building Contractor for time lost. Any such conflict must be resolved

by the Administrator according to the specifications or the Department's dispute resolution process.

- After receiving a request for payment from the Building Contractor, submit the draw request to the Department.

Sample Policy- Conflicts of Interest and Open Competition

- Maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- Ensure that no employee, officer, or agent participates in the selection, award, or administration of a contract supported by public funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
- Ensure that officers, employees, and agents of the recipient neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.
- Set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
- Ensure that disciplinary actions for violations of such standards by officers, employees, or agents are clearly provided in writing.
- Conduct all procurement transactions in a manner that provides, to the maximum extent practical, open and free competition.
- In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitation for bids and/or requests for proposals shall be excluded from competing for such procurements.
- Make awards to the bidder whose bid is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered.
- Ensure that solicitations clearly set forth all requirements that the bidder shall fulfill in order for the bid to be evaluated by the Administrator. Any and all bids may be rejected when it is in the Administrator's best interest to do so.

CONSTRUCTION STANDARDS AND REQUIREMENTS

Rehabilitation or modifications funded by the Program must meet all applicable state and local housing quality standards and code requirements, pursuant to Section 214.212 of the Local Government Code

It is recommended that accessibility modifications be made with consideration of the design standards established by the TAS and/or Texas Government Code, Title 10, Subtitle G, Chapter 2306.514.

Administrators must provide building construction contractor oversight and ensure that builder's risk coverage is provided.

Where codes are applicable, be sure to discuss with the local code enforcement official situations in which permits will be required prior to seeking bids. Understand what the local code enforcement official expects to see when performing work that will be completed. These officials are allies, and they should be consulted with and not feared as they will keep your organization on the right path regarding construction.

Where codes do not exist, the best course of action is to follow the TAS, but with input from the person with disabilities to be assisted. For health and safety deficiencies, it is best to consult the residential building codes to understand how something should be installed. Free 2009 International Codes can be found at <http://publiccodes.citation.com/icod/IC-P-2009-000019.htm>.

It may be necessary to contract for inspection and spec writing services if technical aspects of building codes are not fully understood to ensure that construction is completed correctly.

Optional Progress Inspections

If conducting interim inspections, staff needs to bring along a copy of the specs, a copy of the inspection report, a copy of the Contract Work-Write-Up, a copy of the Texas Accessibility Standards (applicable sections), and a copy of a code book (CodeCheck – books with tabs on the trades, Taunton Press). Relevant inspection tools (i.e. flashlight, measuring tape, receptacle tester, etc.) should be taken to all inspections to verify compliance with the construction contract.

Purpose of interim inspections:

1. Clarify issues and answer questions
2. Quality control – make sure quality materials are being used
3. Maintain momentum

The Final Inspection (Required)

The inspector will complete the Final Inspection report (Form 11) with “After” photos of the completed construction. The Final Inspection allows the Administrator to:

- Verify that contractors have addressed any punch list items and corrected any deficiencies
- Demonstrate construction was completed for final draw request
- Demonstrate project meets all contractual and applicable Construction Standards requirements

CHANGE ORDERS

Good spec writing will dramatically reduce and/or nearly eliminate change orders. In housing rehab projects, change orders are oftentimes cosmetic or unnecessary for the purpose of rehab. For this reason, Change Orders must be carefully analyzed, as unnecessary work will not be reimbursed.

All Change Orders must have written Department approval prior to beginning any work or incurring costs associated with the Change Order may be disallowed.

CHAPTER 7: PROJECT CLOSEOUT AND DRAWS

PROJECT COMPLETION

The Administrator has **one hundred and twenty (120) calendar days** from the date of construction contract approval to complete all construction and draws.

The Department may grant a one-time **thirty (30) calendar day** extension to the project completion deadline due to extenuating circumstances beyond the Administrator’s control, upon receipt and approval of a written request within **one hundred and twenty (120) calendar days** after construction contract approval.

NOTE: If the Administrator fails to meet this deadline, the Reservation may be cancelled.

“DRAW REQUEST” GUIDELINES

A “Draw Request” is the process for transferring the Set-up funds to the Administrator for an approved reimbursable expense. Eligible costs must be incurred during the Access Agreement period (including administrative or soft costs) in order to be reimbursed. Draw Requests require uploading forms and supporting documents, as well as entering financial information about the project into the Contract System.

If the Department requires additional information or documentation to process a Draw request, the Department will notify the Administrator and change the Draw status to “disapproved” until follow up documentation is received from the Administrator.

Draw Request Submission Requirements		
Process	Documents to Submit	Timeline
<p>Upload to the Contract System:</p> <p>Construction Closeout and Final Draw</p>	<ul style="list-style-type: none"> • <i>Change Order(s) (Form 10)</i> • <i>Final Inspection (Form 11)</i> • <i>Building Contractor’s Requests for Payment (Form 12)</i> • <i>Construction Draw Checklist (Form 13)</i> • <i>activity Project Soft Cost Invoice (Form 14)</i> • “After Photos” • Administration Draw Request 	<p>Within 120 days of construction contract approval</p>

CHAPTER 8: PROGRAM MONITORING AND COMPLIANCE

The Department's Compliance Monitoring Division monitors the performance of Administrators to ensure compliance with all applicable requirements. All Administrators are subject to a monitoring review at any time.

Administrators may be chosen for a monitoring review based on:

- a risk assessment performed internally by the Department
- a citizen complaint
- findings from a previous monitoring review

The following five objectives guide the Department's monitoring efforts:

Program Monitoring Objectives	
Performance	✓ Administrator is meeting the requirements of the NOFA and Agreement
Expenditure of HTF monies	✓ Administrator is expending funds in accordance with all applicable requirements as set forth in the Agreement
Compliance	✓ Administrator is following State statutes, the HTF Rule, and Department policies and requirements as applicable
Prevention of Fraud & Abuse	✓ Administrator has adequate protections against fraud and misuse of HTF Program funds
Quality Workmanship	✓ Workmanship on assisted properties complies with applicable state and industry standards

WHAT WILL BE MONITORED?

Monitoring Areas	
Finance	Administration
<ul style="list-style-type: none"> • Fiscal controls are in place to adhere to Chapter 2306 of the Texas Government Code, the HTF Rule, Department policies and other requirements. • Administrator demonstrates financial integrity. • Generally Accepted Accounting Practices (GAAP) are followed. 	<ul style="list-style-type: none"> • Documented program policies (e.g. marketing, fair housing, procurement, conflict of interest, etc.) meet requirements and are followed. • Record keeping system is established. System organizes and maintains Program documents. • Timely, accurate reports are submitted and written agreements are enforced.
Eligibility	Construction/Housing Quality
<ul style="list-style-type: none"> • Each activity meets all Program requirements for household eligibility, property eligibility, and funding limits. • Administrator has established a record keeping system to organize and maintain activity files. 	<ul style="list-style-type: none"> • Physical inspection of assisted units support previously reported progress and condition. • Physical inspection verifies that workmanship is acceptable.

THE “DESK REVIEW”

The “Desk Review” is a monitoring review in which the monitor does not visit the Administrator but examines documentation submitted by the Administrator.

Part 1: The monitor will send a notification letter directly to the Administrator (copies are also mailed to the consultant, if any) requesting information to be submitted to Department offices by a certain date. The letter lists specific information that the monitor will be reviewing, such as program files, activity files, financial records, etc.

Part 2: The monitor will analyze the documentation submitted and test for compliance.

Part 3: The Desk Review concludes with a monitoring report (see below) that details any findings. The Administrator will have an opportunity to correct any findings, secure additional information or clarification, and report any actions the Administrator may already be taking to address areas of non-compliance.

THE “ON-SITE VISIT”

The “On-site Visit” is a monitoring review in which the monitor travels to the Administrator’s place of business to physically review program documents and files and inspect assisted housing units.

Part 1: The monitor sends a notification letter directly to the Administrator (copies are also mailed to the related consultant, if any) identifying the date, time and purpose of the visit. The letter lists specific information that *must be available* on the day of the visit, such as program files, activity files, financial records, etc.

Part 2: On the day of the visit, the monitor will conduct an entrance interview with the Administrator (and with the consultant, if applicable) to ensure that the Administrator clearly understands the purpose, scope and schedule for the visit.

Part 3: The monitor will select files for review. Any activities referenced in a public complaint will also be reviewed and physically inspected.

Part 4: Administrator staff member *must* accompany the monitor during all physical inspections of assisted units. The monitor may also obtain information through interviews with Administrator staff and/or members of households assisted. The monitor will analyze all information gathered and test for compliance.

Part 5: The on-site visit concludes with an exit interview to discuss any preliminary findings. The monitor will later prepare a monitoring report (see below) that details any findings. The Administrator will have an opportunity to correct any findings, secure additional information or clarification, and report any actions the Administrator may already be taking to address areas of non-compliance.

THE MONITORING REPORT & CORRECTIVE ACTION

- Part 1:** The monitor will issue a monitoring report. The monitoring report will detail findings of non-compliance, if any, identified during the review and prescribe corrective actions.
- Part 2:** The Administrator will typically have 30 days to submit a written response that verifies corrective actions were completed. The Administrator may request an extension of the corrective action period for up to an additional 30 days.
- Part 3:** The monitor will review the corrective action documentation submitted by the Administrator. If the corrective action does not sufficiently resolve the findings of non-compliance, the Administrator may have to repay disallowed costs to the Department. Any disallowed costs are to be repaid to the Department immediately. Following receipt of payment, the monitor will close the review and issue a monitoring closeout letter.

NOTE: If Administrator fails to take the action specified in the monitoring report, it may result in any or all of the following:

- Suspension or termination of the Agreement
- Deobligation of any funds remaining in the Agreement
- Recommendation that the Administrator be debarred
- Other financial penalties

SUBMITTING YOUR SINGLE AUDIT

The audit-related deadlines are as follows:

Single Audit Submission	
Timeframe	Item to Submit
Within 60 DAYS after Administrator's fiscal year End	<ul style="list-style-type: none"> • Submit the <i>Audit Certification Form (Form 904.09)</i> • Submit form after every fiscal year
Within 9 MONTHS after Administrator's fiscal year End	<ul style="list-style-type: none"> • Submit the Single Audit Report (if applicable) • If audit report is completed EARLIER, must • submit within 30 DAYS of receipt from Certified Public Accountant

Failure to submit either the *Audit Certification Form* or a Single Audit Report in a timely manner will result in the suspension of Administrator's draw requests until the Administrator completes the requirements.

FORMS

All forms may be accessed on the Amy Young Forms page online at <http://www.tdhca.state.tx.us/hf/forms/br-forms.htm>

The following forms are required and may not be altered.

Form 1	Intake Application
Form 2	Certification of Disability
Form 3	Applicant Identification Form
Form 4	Household Income Certification
Form 5a	Activity Reservation Setup Checklist
Form 5b	Initial Inspection, Work Write-Up and Cost Estimate Checklist
Form 5c	Construction Contract Checklist
Form 6	Initial Inspection Form
Form 7	Work Write-Up and Cost Estimate
Form 8	Building Contractor Eligibility Verification
Form 9	Pre-Construction Conference Report and Notice to Proceed
Form 10	Change Order Request
Form 11	Final Inspection Form
Form 12	Building Contractor Request for Payment
Form 13	Project Completion Draw Checklist
Form 14	Activity Project Soft Cost Draw Invoice
Form 15	Admin Draw Request
Form 16	Project File Documentation Checklist

NOTE: Sample approval and denial letters and optional Program forms are also available online for Administrators' use.

REFERENCE: APPLICABLE REGULATIONS

Administrators are encouraged to familiarize themselves with all of the state statutes and rules that govern the Department and the Housing Trust Fund.

The availability and use of these funds are subject to **Chapter 2306 of the Texas Government Code.**

Other regulations may also apply such as, but not limited to:

- Texas Government Code, Title 7, Chapter 783 - the Uniform Grant and Contract Management Act, **as applicable for units of Local Government;** and
- Texas Government Code, Title 10, Subtitle F, Chapter 2254 for procurement of professional services, **as applicable for units of Local Government.**
- 40 CFR Part 745, Subpart E for EPA's Lead Based Paint regulations implementing Section 402(c) and 406(b) of the Toxic Substances Control Act (TSCA), the **Lead-Based Paint Renovation, Repair and Painting Program.**
- Federal Fair Housing Act Sec. 800. [42 U.S.C. 3601 note]

Housing Trust Fund 2010-2011 Amy Young Barrier Removal Program Contract Administrator Log

Administrator	Region	Area(s) Served	Status	Contact
Easter Seals Central Texas-Urban and Rural	3,7, 9, 10	The Counties of: Travis, Williamson, Hays, Dallas, Tarrant, Bastrop, Bell, Blanco, Burnet, Caldwell, Fayette, Gillespie, Gonzales, Lampasas, Lee, Llano and Milam	Active	Rosa Gonzalez-Abrego rgonzalez-abrego@eastersealstx.com (512) 615-3379
South East Texas Regional Planning Commission	5	The Counties of: Hardin, Jefferson and Orange	Active	Bonnie Brooks bbrooks@setrpc.org (409) 924-3381, ext. 6278

2012-2013 Amy Young Barrier Removal Program Reservation System Administrator Log

Administrator	Region	Primary Area(s) Served	Status	Contact
Harlingen Community Development Corporation	11	The Counties of: Cameron, Hidalgo and Willacy	Active	Fred Huerta ahuerta@harlingencdc.org Olga Gonzalez ogonzalez@harlingencdc.org (956) 421-2351
Community Development Corporation of Brownsville	11	The Counties of: Cameron and Willacy	Active	Nick Mitchell nmitchell@cdcb.org (956) 541-4955
Adults & Youth United Development Association, Inc. (AYUDA)	13	El Paso County	Active	Maria Carrillo mcarrillo8586@yahoo.com (915) 851-0272

Administrator	Region	Primary Area(s) Served	Status	Contact
Familias Triunfadoras, Inc.	13	El Paso County	Active	Maria Covernali Ortiz mcovernali@familias-triunfadoras.org (915) 851-1141
Regional Human Services, Inc.	11	Maverick County	Active	Enrique Montalvo enriquemontalvo66@yahoo.com (830) 776-0660
Housing Authority of the City of Robstown, Texas	10	Robstown, Driscoll, Bishop, Banquete and Agua Dulce	Active	Laura Young RobstownHA@aol.com (361) 387-4525
Habitat for Humanity of Laredo, Inc.	11	Webb County	Active	Carol S. Sherwood habitatlaredo@aol.com (956) 724-3227
La Organizacion Progresiva de San Elizario, Inc.	13	El Paso County	Active	Antonio Araujo magreyes63@yahoo.com (915) 820-1449
Galilee Community Development Corporation	12	Tom Green County	Active	Terry Shaner terry.shaner@galileecdc.org (325) 655-6700
Neighborhood Housing Services of San Antonio, Inc.	9	San Antonio (city)	Active	JoAnna Shariff-Bey jshariff-bey@nhs-satx.org (210) 533-6673
Rolling Plains Management Corporation	2	The Counties of: Baylor, Cottle, Foard, Hardeman and Wilbarger	Active	Mark Halsell markhalsell@yahoo.com (940) 684-1571
Meals on Wheels and More	7	The Counties of: Bastrop, Hays, Travis and Williamson	Active	Charles Cloutman ccloutman@mealsonwheelsandmore.org (512) 628-8165

Administrator	Region	Primary Area(s) Served	Status	Contact
Habitat for Humanity of El Paso, Inc.	13	El Paso County	Active	Muriel J. Hall mjhall@habitatelpaso.org (915) 755-6633
Affordable Homes of South Texas, Inc.	11	The Counties of: Hidalgo and Willacy	Active	Gustavo Garcia ggarcia@ahsti.org (956) 687-6263
The Care Program, Inc.	11	Hidalgo County	Active	Romeo Sanchez emor@swbell.net (956) 607-4940
Laredo-Webb NHS, Inc.	11	Webb County	Active	Raul Ugalde rugalde@bizlaredo.rr.com (956) 712 - 9100
Society of St. Vincent de Paul, Inc., South Central Region	3	Statewide, as local resources allow	Active	Elizabeth Disco-Shearer ldisco@svdpsc.org (214) 717-1802
South Texas Development Council	11	The Counties of: Webb, Jim Hogg, Starr and Zapata	Active	Alberto Rivera, Jr. arivera@stdc.cog.tx.us (956) 722-3995
Terra-Genesis of Texas, Inc.	9	The Counties of: Bexar, Guadalupe and Hays	Active	Ben Amor tginfo@tginform.org (210) 342- 8576
City of El Paso	13	El Paso (city)	Active	Patricia White whitepa@elpasotexas.gov (915) 541- 4341

Administrator	Region	Primary Area(s) Served	Status	Contact
Housing Authority of the City of Del Rio	11	Del Rio (city)	Active	Cynthia A. de Luna drha@stx.rr.com (830) 774 – 6506
HoustonWorks USA	6	Houston (city)	Active	Charlotte Grimes Charlotte.grimes@houstonworks.org (713) 654 -1919 ext.1206
Starr County Self Help Center	11	Starr County	Active	Belinda Balderas b.balderas2105@gmail.com (956) 488-2025
Comal County Senior Citizens Foundation	9	Comal County	Active	Bonny Raby cmmercado@nbsenior.org (830) 629 - 4547 ext. 19
Brazos Valley Affordable Housing Corporation	8	The Counties of: Brazos, Burleson, Grimes, Leon, Madison, Robertson and Washington	Active	Ben Fortner bfortner@bvahc.org (979) 595-2809 ext. 3
West Central Texas Council of Governments	2	The Counties of: Brown, Callahan, Coleman, Comanche, Eastland, Fisher, Haskell, Jones, Kent, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor and Throckmorton	Active	Michelle Parker mparker@wctcog.org (325) 672-8544
City of Rice	3	Rice (city)	Active	Tonya Roberts troberts@ricetx.gov (903) 326-7500

Administrator	Region	Primary Area(s) Served	Status	Contact
Austin Habitat for Humanity	7	The Counties of: Travis, Bastrop, Caldwell and the portion of Williamson County that falls within the City Limits of Austin.	Active	Kate Herrmann kherrmann@ahfh.org (512) 472-8788 ext.411
Coastal Bend Center for Independent Living	10	The Counties of: Nueces, San Patricio, Kleberg, Bee, Jim Wells, Aransas, Brooks, Duval, Kenedy, Live Oak, McMullen and Refugio	Active	Kathleen Porche kathleenp@cbcil.org (361) 883-8461
Institute for Building Technology and Safety	7	Statewide, as local resources allow	Active	Christopher Doyle cdoyle@ibts.org (512) 452-8899
City of Taylor	7	Taylor (city)	Active	Judy Langford Langford Community Management Services Judy@lcmsinc.com (512) 452-0432
Interfaith Action of Central Texas	7	Travis County	Active	Simone Talma Flowers stalma@interfaithtexas.org (512) 386-9145 ext. 302
Habitat for Humanity of Smith County	4	Smith County	Active	Rosie Parker rosie@smithcountyhabitat.org (903) 595-6630, ext. 14
Village of Vinton	13	Village of Vinton	Active	Jessica Garza vintonclerk@vinton.tx.us (915) 886-5104
Brazoria County	6	Brazoria County	Active	Jennifer Crainer jennifer@brazoria-county.com (979) 864-1220

Administrator	Region	Primary Area(s) Served	Status	Contact
Fort Bend Community Revitalization Projects	6	Fort Bend County	Active	Keely Aust kaust@fbcorps.org (281) 617-7416, ext. 118

Amy Young Barrier Removal Program RESERVATION SYSTEM ACCESS APPLICATION

The purpose of this application is to identify organizations that have the capacity to provide grant assistance from the Texas Department of Housing and Community Affairs (Department) under the Housing Trust Fund's Amy Young Barrier Removal Program (Program).

The undersigned hereby makes application to the Department for certification to participate as an Administrator and has read and understands the application instructions, and certifies that all information herein is true and correct to the best of their knowledge and belief. **Application must have the original signature from a representative with authority to execute documents on the Applicant's behalf.**

Applicant's Authorized Representative's Signature *Representative's Printed Name, Title* *Date*

1. APPLICANT CONTACT INFORMATION

A. APPLICANT CONTACT INFORMATION

Applicant's Legal Name: (as it appears with the Texas Secretary of State Office)		Phone:	
Applicant's Contact Name:		Fax:	
Applicant's Mailing Address:			
City, State, ZIP:			
Email Address:			
<i>If Applicant's "Physical Address" is different from the "Mailing Address," provide the physical address below:</i>			
Applicant's Physical Address:			
City, State, ZIP:			

B. APPLICANT LEGAL DESCRIPTION

Legal Form of Applicant (*check only one*):

<input type="checkbox"/> Unit of Local Government (including public housing authorities, councils of government and regional planning commissions)	<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Public Agency
--	---	--

Is Applicant in good standing with the Texas Secretary of State? No Yes Filing # _____

Is Applicant in good standing with the Texas Comptroller's Office? No Yes Filing # _____

Organizations that are currently approved to participate in the Department's Amy Young Barrier Removal Program, Homebuyer Assistance Program, Veterans Rental Assistance Program and the Texas Bootstrap Loan Program may stop at this point. Please attach a current roster of all Board of Directors, Council, Commissioners, including names, mailing addresses and phone numbers. If additional information is required the Department staff will contact you by email.

All other applicants please refer to attached Checklist to ensure that all other necessary information is submitted for review.

Applicants who have received an award from the Department in the past must be in compliance with all contracts currently in place with the Department. Approval of any applicant is subject to Chapter 2306 of the Texas Government Code and the Texas Administrative Code, Title 10, Part 1, Chapter 51 (Housing Trust Fund Rule).

A nonprofit organization's pending application for §501(c)(3) or §501(c)(4) status cannot be used to comply with the tax status requirement.

Reservation System Access Applications, along with required attachments, may be submitted electronically to HTF@tdhca.state.tx.us

WARNING: Title 18, Section 1001 of the U.S. Code makes it a criminal offence to make willful, false statements or misrepresentations to any department or agency in the United States as to any matter within its jurisdiction.

CHECKLIST

The information contained in the following checklist refers to the Department's enabling legislation Section 2306 of the Texas Government Code, Housing Trust Fund (HTF) Rule adopted by the Department's Governing Board and/or the Notice of Funding Availability (NOFA). Please include this documentation with your application for certification:

LEGAL STATUS

- A. Charter;
- B. Articles of Incorporation or Certificate of Formation
- C. By-Laws
- D. Nonprofit applicants, as defined in HTF Rule, must submit:
 - A current tax exemption ruling from the Internal Revenue Service (IRS) under §501(c)(3), a charitable, nonprofit corporation, of the Internal Revenue Code of 1986, or §501(c)(4), a community or civic organization, of the Internal Revenue Code of 1986, as evidenced by a determination letter from the IRS that is dated 1986 or later. The exemption ruling must be effective on the date of the application and must continue to be effective while certified to administer the Program; or
 - Classification as a subordinate of a central organization non-profit under the Internal Revenue Code §501(c)(3), or §501(c)(4), as evidenced by a current group determination letter, that is dated 1986 or later, from the IRS that includes the Applicant. The group exemption letter must specifically list the Applicant.
 - A copy of the applicant's most recent IRS 990.

FINANCIAL CAPACITY

Provide the following information:

- Nonprofit Organizations must submit audited financial statements for the most recent fiscal year completed, no older than 2009.

ORGANIZATIONAL STRUCTURE

- A. Governing Board of Directors, Council, or Commission:
 - Provide current roster of all Board of Directors, Council, Commissioners, including names, mailing addresses and phone numbers.
- B. Resolution:
 - All applications must include an original resolution that is signed by the applicant's direct governing body (Board, Council or Commission) and:
 - Is dated within the six (6) months preceding the application submission date;
 - Authorizes the submission of the application;
 - Lists the name and title of the person authorized to execute agreements on behalf of the applicant;
- C. Experience Providing Services to Households with Low-Incomes and Persons with Disabilities:
 - Applicants must have at least one (1) year of experience providing services to low-income households or Persons with Disabilities, as evidenced by current or previous contracts with the Department or with other funding entities. To satisfy this requirement, applicants may provide evidence of a partnership with an entity or organization that meets the requirement, such as a contract or memorandum of understanding (MOU). A letter of support or intent to partner does not satisfy this requirement.
 - Submit resumes of current staff members who will implement the Program activities, or job descriptions for unfilled positions.

*Texas Department of Housing & Community Affairs
Amy Young Barrier Removal Program
Attention: Mark Leonard, Program Coordinator
P.O. Box 13941
Austin, TX 78711-3941*

If you require further information or clarification, please contact Mark Leonard at (512) 936-7799.

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 - Submit resumes of current staff members who will implement the Program activities, or job descriptions for unfilled positions.

*Texas Department of Housing & Community Affairs
Amy Young Barrier Removal Program
Attention: Mark Leonard, Program Coordinator
P.O. Box 13941
Austin, TX 78711-3941*

If you require further information or clarification, please contact Mark Leonard at (512) 936-7799.

Item 21



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action to Authorize Travis County Health and Human Services and Veterans Service to Accept the Donation of 160 Desk Caddy from Kimberly Clark and University of Texas, School of Social Work for Use in the Office of Children Services Division

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Kimberly-Clark Professional introduced the desk caddy as a component to their Healthy Workplace Project. "The Kimberly-Clark Professional program addresses not just germs in the restrooms, but throughout the office. By position the most important hygiene and germ-reducing supplies at an accessible desktop location. The desk caddy makes it easier for employees to wash, wipe and sanitize to reduce the spread of illness-causing germs in the workplace."

As a part of the Kimberly-Clark Healthy Work Place Initiative Grant, the University of Texas, School of Social Work, received eight (8) pallettes of desk caddies. Travis County Health and Human Services and Veterans Service (HHS&VS), Office of Children Services Division, has been selected to receive approximately 160 desk caddies. The desk caddy holds KLEENEX moisturizing instant hand sanitizer, KLEENEX anti-viral facial tissue and SCOTT disinfectant wipes.

Travis County HHS&VS Department is committed, along with its community partners to creating a safer, healthier community and workplace by allowing employees an active role in improving workplace health and environment.

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

STAFF RECOMMENDATIONS:

Staff recommends that Court grant approval for accepting a donation of approximately 160 desk caddies from the University of Texas, School of Social Work, on behalf of the Kimberly-Clark Healthy Workplace Project Grant.

ISSUES AND OPPORTUNITIES:

As County direct services personnel regularly interact with the public, it is important to reduce exposure to and fight the spread of illness causing germs for the health and wellbeing of both staff and clients.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approving this request will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant Travis County Attorney

Laura Peveto, Program Coordinator, Office of Childrens Services

Andrea Colunga-Bussey, Division Director, Office of Childrens Services



INTRODUCING The Healthy Workplace Project* Desk Caddy

Based on more than **40,000** surface swabs in a variety of offices and facilities like yours, we've discovered a startling fact:

Offices are dirty places. In fact, the average office hotspot has **3 times** more germs than the average toilet seat!

That's why you need **The Healthy Workplace Project* Desk Caddy**. It helps you educate and encourage employees to **Wash - Wipe - Sanitize** to reduce the spread of germs in their workplace. Plus it puts the tools they need right in their hands.

- » Compact caddy holds KLEENEX® Moisturizing Instant Hand Sanitizer, KLEENEX® Anti-Viral† Facial Tissue and SCOTT® Disinfectant Wipes
- » Just the right size for an office, conference room table or break area
- » Choice of white desktop caddy or upscale polished wire caddy you can hang or place on a desktop or counter
- » Allows each employee to play an active role in improving workplace health



Standard Desk Caddy »

More germs than a toilet seat?

That's right. **The average toilet seat has a ATP count of 55.** Adenosine Triphosphate (ATP) is a living cell's source of energy.

Through ATP readings, we can measure the biological concentration of bacteria on a surface. Here are some relative ATP counts from different office surfaces.

- **DESK**
ATP Count - **152**
- **PHONE**
ATP Count - **164**
- **KEYBOARD**
ATP Count - **284**
- **MOUSE**
ATP Count - **165**
- **VENDING MACHINE**
ATP Count - **151**
- **MICROWAVE**
ATP Count - **315**
- **DOOR HANDLE**
ATP Count - **138**

**THE
Healthy
WORKPLACE
PROJECT***



Now Everyone Can Join The Fight Against Germs

This handy caddy is a key element in **The Healthy Workplace Project**^{*}, the first KIMBERLY-CLARK PROFESSIONAL^{*} program that addresses germs not just in restrooms, but throughout the workplace.

The **Wash - Wipe - Sanitize** protocol is an effective way to reduce the spread of germs in the workplace.

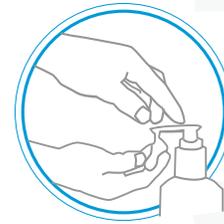
1. WASH



2. WIPE



3. SANITIZE



- Wash your hands vigorously with soap and water each time you use the restroom
- Dry your hands with a clean paper towel — this removes up to **77%** of the bacteria which remains after washing

- Using sanitizing wipes, take 2 minutes each morning to wipe the following office surfaces:
 - » Telephone keypad
 - » Keyboard
 - » Mouse
 - » Desk

- Use hand sanitizer in the following situations:
 - » When you arrive at work
 - » Before and after eating
 - » Before and after meetings
 - » When you leave work



« Premium Desk Caddy

The Healthy Workplace Project^{*} Desk Caddy

Codes:	US	Canada	Description	Size (L x W x D)	Qty/Unit	Units/Cs
	32181	33088	Standard Desk Caddy (Includes Products)	11" x 5.25" x 8.625"		4
	32179	33087	Premium Desk Caddy (Includes Products)	10.7" x 7.37" x 8.375"		4
	30893	32679	KLEENEX [®] Anti-Viral [†] Facial Tissue		68 sts.	27
	31294	31294	KLEENEX [®] Moisturizing Instant Hand Sanitizer		8 oz.	12
	30760	32677	SCOTT [®] Disinfectant Wipes		35 wps.	12

[†] In the tissue within 15 minutes. Virucidal against: Rhinoviruses Type 1A and 2 (rhinoviruses are the leading cause of the common cold), Influenza A and Influenza B (causes of the flu), Respiratory Syncytial Virus (RSV, the leading cause of lower respiratory infection in children).



INTRODUCING The Healthy Workplace Project* Desk Caddy

Based on more than **40,000** surface swabs in a variety of offices and facilities like yours, we've discovered a startling fact:

Offices are dirty places. In fact, the average office hotspot has **3 times** more germs than the average toilet seat!

That's why you need **The Healthy Workplace Project* Desk Caddy**. It helps you educate and encourage employees to **Wash - Wipe - Sanitize** to reduce the spread of germs in their workplace. Plus it puts the tools they need right in their hands.

- » Compact caddy holds KLEENEX® Moisturizing Instant Hand Sanitizer, KLEENEX® Anti-Viral† Facial Tissue and SCOTT® Disinfectant Wipes
- » Just the right size for an office, conference room table or break area
- » Choice of white desktop caddy or upscale polished wire caddy you can hang or place on a desktop or counter
- » Allows each employee to play an active role in improving workplace health



Standard Desk Caddy »

More germs than a toilet seat?

That's right. **The average toilet seat has a ATP count of 55.** Adenosine Triphosphate (ATP) is a living cell's source of energy.

Through ATP readings, we can measure the biological concentration of bacteria on a surface. Here are some relative ATP counts from different office surfaces.

- **DESK**
ATP Count - **152**
- **PHONE**
ATP Count - **164**
- **KEYBOARD**
ATP Count - **284**
- **MOUSE**
ATP Count - **165**
- **VENDING MACHINE**
ATP Count - **151**
- **MICROWAVE**
ATP Count - **315**
- **DOOR HANDLE**
ATP Count - **138**

**THE
Healthy
WORKPLACE
PROJECT***



Now Everyone Can Join The Fight Against Germs

This handy caddy is a key element in **The Healthy Workplace Project***, the first KIMBERLY-CLARK PROFESSIONAL* program that addresses germs not just in restrooms, but throughout the workplace.

The **Wash - Wipe - Sanitize** protocol is an effective way to reduce the spread of germs in the workplace.

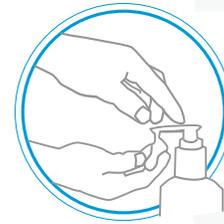
1. WASH



2. WIPE



3. SANITIZE



- Wash your hands vigorously with soap and water each time you use the restroom
- Dry your hands with a clean paper towel — this removes up to **77%** of the bacteria which remains after washing

- Using sanitizing wipes, take 2 minutes each morning to wipe the following office surfaces:
 - » Telephone keypad
 - » Keyboard
 - » Mouse
 - » Desk

- Use hand sanitizer in the following situations:
 - » When you arrive at work
 - » Before and after eating
 - » Before and after meetings
 - » When you leave work



« Premium Desk Caddy

The Healthy Workplace Project* Desk Caddy

Codes:	US	Canada	Description	Size (L x W x D)	Qty/Unit	Units/Cs
	32181	33088	Standard Desk Caddy (Includes Products)	11" x 5.25" x 8.625"		4
	32179	33087	Premium Desk Caddy (Includes Products)	10.7" x 7.37" x 8.375"		4
	30893	32679	KLEENEX® Anti-Viral† Facial Tissue		68 sts.	27
	31294	31294	KLEENEX® Moisturizing Instant Hand Sanitizer		8 oz.	12
	30760	32677	SCOTT® Disinfectant Wipes		35 wps.	12

† In the tissue within 15 minutes. Virucidal against: Rhinoviruses Type 1A and 2 (rhinoviruses are the leading cause of the common cold), Influenza A and Influenza B (causes of the flu), Respiratory Syncytial Virus (RSV, the leading cause of lower respiratory infection in children).

Item 22



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

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

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

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

REQUIRED AUTHORIZATIONS:

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

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

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

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

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

BUDGET AMENDMENTS AND TRANSFERS

FY 2013

12/18/2012

AMENDMENTS

INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1	0001	198000	580010	Reserves	Allocated Reserves		7,067.00	1
	0001	130001	500080	JP Pct. 5	Visiting Judges	7,067.00		
A2	0001	198000	580160	Reserves	IJS Reserves		1,146,096.00	4
	0001	112014	511890	ITS	Other Consulting Serv	1,146,096.00		

TRANSFERS

INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1	0001	155006	514130	CJP	Court Transcripts		2,000.00	9
	0001	155006	514140	CJP	Expert Witness Test.		1,000.00	
	0001	155006	514230	CJP	Court Reporters		400.00	
	0001	155006	514260	CJP	Witness Expense		1,000.00	
	0001	155006	510200	CJP	Office Equipment	4,400.00		

OTHER

O1	Add one Business Analyst II position and one Application Development Analyst II position in ITS	4
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FUN#	INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
BA#	600131	7019	000000	242031	LCRA Escrow	Arkansas Bend		3,967.43	13
FT1		0001	149022	428010	TNR	Park Fees	3,967.43		
	600135	7019	000000	242032	LCRA Escrow	Bob Wentz		52,702.03	13
FT2		0001	149022	428010	TNR	Park Fees	52,702.03		
	600164	7019	000000	242034	LCRA Escrow	Hippie Hollow		93,285.09	13
FT3		0001	149022	428010	TNR	Park Fees	93,285.09		
	600169	7019	000000	242035	LCRA Escrow	Mansfield Dam		72,729.61	13
FT4		0001	149022	428010	TNR	Park Fees	72,729.61		
	600175	7019	000000	242036	LCRA Escrow	Pace Bend		81,200.65	13
FT5		0001	149022	428010	TNR	Park Fees	81,200.65		
	600178	7019	000000	242037	LCRA Escrow	Sandy Creek		3,521.38	13
FT6		0001	149022	428010	TNR	Park Fees	3,521.38		
	N/A	7019	000000	245060	LCRA Escrow	Interest		64.02	13
FT7		0001	149022	428010	TNR	Park Fees	64.02		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Planning and Budget Analyst, Sr. *AM*

DATE: December 10, 2012

RE: Request to transfer funds from the Allocated Reserve to Justice of the Peace, Precinct #5 to assist with a backlog of Department of Public Safety drivers license revocation cases.

Justice of the Peace, Precinct #5 Herb Evans was asked by the Texas Department of Public Safety to assist with discharging a backlog of 600 driver's license revocation cases. These cases are normally handled by all of the JPs; however, these filings are under the control of DPS and there has been a delay in filings that has created the backlog. This appears to be an internal DPS issue and is outside of the control of the Travis County Justices of the Peace.

At this point the backlog of cases is such that they can be largely resolved within the year with the addition of 4 hours per week of hearing time through the use of a visiting judge. If this request is delayed until FY 2014, the overall backlog will be such that it has been estimated that it cannot be easily resolved within the same amount of funding.

Therefore, Judge Evans has requested \$7,067 from the Allocated Reserve to fund an additional visiting Judge for half a day for the remainder of the year. There are no issues regarding space or security for this additional time. JP#5 has a visiting judge budget of \$20,192 and fully utilizes these funds each year; PBO concurs that this need cannot be met within the existing funds within the JP #5 budget.

Judge Evans and PBO discussed that the continuation of this program into FY 2014 would need to be considered as part of the FY 2014 budget process.

PBO recommends approval of this one time transfer to resolve the identified backlog.

cc: Leslie Browder, PBO
Jessica Rio, PBO
Judge Herb Evans, Justice of the Peace, Precinct 5
Heather Kellum, Justice of the Peace, Precinct 5's Office

To: The Hon. Sam Biscoe, County Judge
The Hon. Ron Davis, Commissioner, Pct. 1
The Hon. Sarah Eckhardt, Commissioner, Pct. 2
The Hon. Karen Huber, Commissioner, Pct. 3
The Hon. Margaret Gomez, Commissioner, Pct. 4

From: Herb Evans, JP5

Cc: Mr. Alan Miller, PBO

Date 12/03/12

Re: Supplemental Budget Request

JP5 is seeking approval of the Commissioners Court for a supplemental budget request of \$7,067.20. The funds are sought to enable us to accommodate a Texas Department of Public Safety request that JP5 hear a backlog of approximately 600 driver's license revocation cases, as well as ongoing filings.

The money is for visiting judge time for one afternoon per week for the balance of this fiscal year. We anticipate this to be an ongoing request for future years, although we will know better next summer whether 4 hours per week will continue to be necessary.

For your information, JP5 has not done these hearings for at least twenty to thirty years, reportedly because DPS personnel did not want to fight the traffic & parking downtown.

JP5 is willing to help, but having to set aside ½ day a week would take too much out of our docket. I would respectfully remind the Commissioners Court that we already have a heavy civil docket. We are also processing roughly 5,000 field release cases per year, requiring judge time to review each case for probable cause and court time to magistrate defendants upon appearance.

Header Information for Entry Doc Number 400001474

Doc. Number 400001474 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Dec 10, 2012
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 2 Fiscal Year 2013 Year. Cash. Eff
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family
 Creator KELLUMH Creation Date Dec 10, 2012 Creation Time 12:06:12
 Resp. Person Year Cohort Public Law
 Legislation

Additional Data

Header Text
TextName

Lines
 Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT NON-FUNDED-PROGRAM	-7,067	Transfer to VJ Funds
000002	0001		1300010001	500080	1220	NOT-RELEVANT NON-FUNDED-PROGRAM	7,067	Transfer to VJ Funds

Signature December 10, 2012



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

December 12, 2012

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

Re: Request from IJS Reserve for TechShare Courts Module Development and Staffing

Attached is a request from Information Technology Services (ITS) and Criminal Justice Planning for \$1,146,096 from the Integrated Justice System Reserve for the first year funding for the TechShare Courts Development Project. The Commissioners Court approved the contract with the Conference of Urban Counties to develop this case management system software last week. PBO recommends the approval of this payment of funds for CUC to begin the project.

The Commissioners Court asked that PBO list all the costs of the CUC TechShare Courts Project and indicate the fiscal year when funding will be needed. This chart below reflects the known and estimated costs for the project.

	CUC	ITS Infrastructure	New Staffing	Total
2011	\$ 123,000	\$ -	\$ -	\$ 123,000
2012	\$ -	\$ -	\$ -	\$ -
2013	\$ 1,146,096	\$ 50,000	\$ 117,935	\$ 1,314,031
2014	\$ 1,807,883	\$ 650,583	\$ 268,043	\$ 2,726,509
2015	\$ 3,930,528	\$ -	\$ 268,043	\$ 4,198,571
2016	\$ 909,610	\$ -	\$ 268,043	\$ 1,177,653
2017	\$ 790,050	\$ -	\$ 268,043	\$ 1,058,093
Total	\$ 8,707,167	\$ 700,583	\$ 1,190,107	\$ 10,597,857

The CUC costs include development, implementation, maintenance, a 10% project contingency and Travis County's share of the statewide license. The infrastructure costs include servers and storage needed for the project. The projected new staffing costs assume the addition of two FTEs in ITS in mid-FY13 and one more FTE added in FY14. Please note that the only staffing request known at this time is the one from ITS. It is likely that there will be additional requests from various affected departments in future budget cycles.

4

ITS Staffing request

ITS is requesting three new FTEs, two Application Development Analysts II (\$182,284 annualized salary and benefits funded at entry level), and a Business Analyst II (\$85,760). ITS has agreed that one Application Developer Analyst II position may be deferred to the FY14 Budget process. However, ITS states that the remaining two positions need to be in place in early spring of 2013. ITS did not submit a staffing request for the Courts project in FY13 (unlike the Prosecutor project) because ITS was not yet sure if all affected departments and Elected Officials would approve the project. PBO would prefer that new FTE requests go through the budget process; however, we do understand that the project is expected to need resources this fiscal year. It is also our understanding that part-time, contract or temporary workers would not be ideal for this project since it will require ongoing support and maintenance after implementation.

PBO did request that ITS explain how current staff (mostly related to soon-to-be-obsolete FACTS) would be utilized for the new Courts module. Please see the attached ITS memo explanation of the future use of FACTS staff and timeline of implementation.

Advantages of Adding Staff in FY13

- New staff would be hired and trained before project is implemented.
- New staff would be able to attend training before gap analysis of project.
- ITS worked with CUC to identify staffing gaps for the project.

Disadvantages of Adding Staff in FY13

- This request would be outside the budget process, and PBO could not evaluate it while considering other compelling County needs.

Should the Commissioners Court approve adding the FTEs mid-year, PBO would recommend that ITS internally fund the salary, benefits, operating costs and new computer/phone costs with temporary salary savings on a one-time basis for the remainder of the fiscal year. PBO has confirmed that the department has sufficient temporary salary savings from vacant positions to fund the new FTEs in FY13. The full annualized cost of the salary and benefits could be added to the department's FY14 Budget Target if an analysis of vacant positions and recent trends in salary savings points to the need for additional ongoing funding. If you have any questions or comments, please contact me at 854-9346.

CC: Roger Jefferies, Criminal Justice Planning,
Walter LaGrone, ITS
Tanya Acevedo, ITS
Rod Brown, ITS
Randy Lott, ITS
David Lampl, ITS
Diana Ramirez, PBO
Leslie Browder, PBO
Jessica Rio, PBO



TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

700 Lavaca Street, Suite 501A, Austin, TX 78701 (512) 854-9666 Fax (512) 854-4401

Travis County Courthouse, Austin, Texas

Date: December 13, 2012

To: Katie Petersen Gipson, Sr. Planning & Budget Analyst

From: Rod Brown, Information Technology Director and Interim Chief Information Officer

Subject: ITS Staffing Requirements in Support of ACMS Courts Project

As a follow up to our previous discussions, I wanted to provide you with details related to the three new FTE required by ITS in support of the ACMS Courts and Prosecution projects. Specifically, I want to outline the timing of hiring the new FTE, address the issue of FTE versus contracting staff and why contracting staff will not meet the long term needs, and finally discuss the disposition of staff currently working with FACTS.

During the FY13 budget process, a decision on the direction of the ACMS Courts effort had not been made with three options still under consideration for the Courts implementation. Each option considered would require different staffing profiles and would change the ITS staffing needs both in FTE count and the type of positions that would be required. The options under consideration were:

- Ground-up development with no 3rd party vendor involvement
- Tyler Technologies using an off-the-shelf product without the delivery of source code
- AMCAD supporting a custom solution with the delivery of source code

As you are aware, a recent decision to move forward with the AMCAD solution was made by the CUC and the participating counties. The CUC has provided a detail schedule laying out how the AMCAD solution will be implemented. Based on the timeline reflected in the CUC schedule, ITS requires the following to support implementation:

- One (1) Business Analyst II
This position will be required in FY13 beginning in May. On May 22, 2013, training for the core ACMS team will begin on the AMCAD product. This training is provided to the participating county staff to enable us to evaluate the existing AMCAD product during the software GAP analysis and identify development efforts the will be required to meet the county needs. During the implementation of the AMCAD solution this business analyst position will be responsible for identifying data conversion and integration needs for the county and will work with county development staff to create the needed solutions.
- One (1) Application Development Analyst II
This position will be required in FY13 beginning in June. The ACMS team will begin the software application design phase of the project. The developer will be needed during this phase of the project to gather an understanding of the county's development requirements and share with the CUC the development environment available in the county.
- One (1) Application Development Analyst II
This position will not be required until late FY14. In September 2014, AMCAD will begin the training and certification process that is required for any developer that will have access to the AMCAD source code. At the conclusion of the AMCAD implementation the

county will require staff with knowledge of the AMCAD source code enabling the county to support future development needs as well as providing maintenance support of the solution.

Today, Travis County has a justice solution that was provided by one vendor, Tiburon. The Tiburon solution includes 14 different justice systems providing a tightly integrated solution allowing for data sharing between the justice departments. The single vendor solution that is in place has enabled the vendor to address all integration needs.

However, with the implementation of the ACMS Prosecution and Court solutions, three of the Tiburon-provided systems will be replaced, leaving the county with a three vendor solution (Tiburon, Expedia (Prosecution module) and AMCAD (Courts module). The multi-vendor environment also places a new requirement for county staff to develop all applications needed to maintain the same level of integration and requires county staff to provide the maintenance and support of the new applications.

The three new FTEs are required to support the new development and support needs of the ACMS Prosecution and Court systems. Contract positions cannot be used. The detailed knowledge of the new implementation gained in the early stages of the project will be required after the project is complete and the positions are then used in system maintenance efforts.

We also had a discussion related to the staff that currently support the FACTS system, and if the need for these positions will end after the implementation of the ACMS Court solution or if they can be repurposed for implantation work instead of adding FTE. The answer is no. These staff members provide the business logic support of the FACTS application to the end users, not application development, integration or implementation. During the implementation of the ACMS Court solution, these staff will be trained on the new solution. Their roles in the support of a courts solution will continue. The only difference in their role is the support of an AMCAD solution rather than a FACTS solution.

CC: Roger Jefferies, County Executive for Justice & Public Safety
Leslie Browder, County Executive for Planning & Budget, Jessica Rio, Budget Director
Tanya Acevedo, Walter LaGrone, David Lamp'l, Randy Lott, ITS

Header Information for Entry Doc Number 400001496

Doc. Number 400001496 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Dec 12, 2012
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2013 Year. Cash. Eff
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family
 Creation LOTTR Creation Date Dec 12, 2012 Creation Time 15:13:01
 Resp. Person Year Cohort Public Law
 Legislation

Additional Data

Header Text IJS Reserve Transfer per PBO

TextName

Lines
 Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580160	1120	NON-FUNDED-PROGRAM	-1,146,096	IJS transfer to ITS per CC action 12/11/12
000002	0001		1120140001	511890	1110	NON-FUNDED-PROGRAM	1,146,096	IJS xfer to Program Mgmt Div

- Dukane 12/13/12



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

December 4, 2012

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

A handwritten signature in blue ink, appearing to read "Katie Petersen", is written over the printed name.

Re: Budget transfer from court –related line items for OCR office renovation

The Office of Child Representation (OCR) received funding for a new staff attorney as part of the Parenting in Recovery grant approved by Commissioners Court November 6, 2012. The OCR office requires a minor renovation to accommodate a new office space for the additional attorney. The Office will be internally funding this renovation. Since some of the funding will come from the Court and Law Enforcement group of commitment items (514000-514999), the FY13 Budget Rules require Commissioner Court approval such adjustments. PBO has reviewed the OCR budget and the department has traditionally not spent out these line items. PBO will work with the department to re-align their operating budget within their FY14 Budget Target. PBO recommends this transfer of funds. Please see departmental memo for additional details.

CC: Roger Jefferies, County Executive for Justice & Public Safety
Leslie Hill, Office of Child Representation
Mitchell Goertz, Criminal Justice Planning,
Leslie Browder, County Executive for Planning & Budget
Jessica Rio, PBO
Diana Ramirez, PBO

**TRAVIS COUNTY
OFFICE OF CHILD REPRESENTATION**



TO: Leslie Browder, PBO

VIA: Roger Jefferies, JPS

FROM: Leslie Hill, OCR

DATE: November 28, 2012

RE: OCR Budget Transfer Request

I am requesting a budget transfer on behalf of the Office of Child Representation to cover the costs of a construction build-out at the OCR offices (205 W. 9th St, Suite 240). Currently, the number of OCR staff members exceeds the number of available offices. We have 8 offices and 9 staff members. We anticipate adding an additional staff attorney in December 2012 as part of a Parenting in Recovery grant that was awarded to Travis County and other grant partners.

The build-out would repurpose part of the office suite's waiting room and would create an additional office for one staff member. We have received a cost estimate of \$8069.13 to complete the construction and cabling (\$7500 from Facilities Management and \$569.13 from ITS for cabling.) I am requesting that we internally fund the build-out using funds that are currently budgeted for court-related funds. The remaining costs could be covered by using some of our office supplies and equipment funds.

The proposed cost breakdown, by budget line and amount, is:

Commitment Item	Current Remaining Budget	Funds to Apply to Build-Out
510200 Office Equipment	18,021.00	3,669.13
514130 Court Transcripts	2,000	2,000
514140 Expert Witness Testimony	1,000	1,000
514230 Substitute Court Reporter	400	400
514260 Witness Expenses	1,000	1,000

OFFICE ADDRESS:
205 W. 9TH ST., SUITE 240
AUSTIN, TEXAS 78701
PHONE: (512) 854-7312

MAILING ADDRESS:
P.O. BOX 1748
AUSTIN, TEXAS 78767
FAX: (512) 854-7316

Header Information for Entry Doc Number 400001453

Doc. Number 400001453 Doc. Status Preposted FM Area 1000

Budget. Cate. Payment Doc. Year 2013 Doc. Date Dec 4, 2012

Value Type Budget Version 0 Doc. Type TRAN

Budget Type 2 Fiscal Year 2013 Year. Cash. Eff

Process UI TRAN Process RECV Original. Applic. BWB Doc. Family

Additional Data

Creator GOERTZM Creation Date Dec 4, 2012 Creation Time 17:26:39

Resp. Person Year Cohort Public Law

Legislation

Header Text

TextName

Lines

Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1550060001	510200	1210	NOT-RELEVANT	4,400	Cost of construction build-out
000002	0001		1550060001	514130	1210	NOT-RELEVANT	-2,000	
000003	0001		1550060001	514140	1210	NOT-RELEVANT	-1,000	
000004	0001		1550060001	514230	1210	NOT-RELEVANT	-400	
000005	0001		1550060001	514260	1210	NOT-RELEVANT	-1,000	

D. Darlene 12/13/12

2

FUND TRANSFER FORM

Department Name: T.N.R. Department Number: 149

Is this request related to a separate agenda item other than Budget Amendments and Transfers?
 If yes, please check the appropriate blank below and attach copies of the agenda request and all supporting documentation submitted to the County Judge's Office.

RECEIVED
 12 DEC 10 AM 8:16

- Contract Pending
- Personnel Amendment
- Other, Please Specify:

TRAVIS COUNTY
 PLANNING & BUDGET OFFICE

ALL AMOUNTS MUST BE IN WHOLE DOLLARS

Item #	Fund/Cost Cntr/GL Account Number			Internal Order No.	Object Title	Reduction Amount	For PBO Use Only:	
	Fund	Cost Center	GL #				Type	PBO Approval Analyst/Manager
					LCRA Escrow			
1	FROM: 7019	-	242031	600131	Arkansas Bend	\$3,967.43	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
2	FROM: 7019	-	242032	600135	Bob Wentz	\$52,702.03	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
3	FROM: 7019	-	242034	600164	Hippie Hollow	\$93,285.09	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
4	FROM: 7019	-	242035	600169	Mansfield Dam	\$72,729.61	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
5	FROM: 7019	-	242036	600175	Pace Bend	\$81,200.65	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
6	FROM: 7019	-	242037	600178	Sandy Creek	\$3,521.38	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
7	FROM: 7019	-	245060	N/A	Escrow Interest	\$64.02	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
8	FROM: _____	-	_____	_____	_____	\$0.00		
	TO: _____	-	_____	_____	_____			

JUSTIFICATION: Needs rebudgeting to meet commodity code requirements
 Other, please specify:

Types of Transfer - TR
 Requests Amendment - AM
 Discussion - DS
 Automatic - AU

FY2012 4th Qtr net park revenue totaling \$307,470.21 from the LCRA Escrow Fund to the County's General Fund. This submission is in accordance with CC approval of May 17, 1999 considering and approving such quarterly transfers under agenda "Budget Transfers and Amendments".


 Signature of Elected/Appointed Official

12/06/12
 Date

**Transportation & Natural Resources
LCRA/Travis County Parks
30-Sep-12**

FY 2012-4th Qtr Final Transfer to General Fund & CIP

SAP-LCRA Escrow Fund No. 7019						
GL Account No.	LCRA Park	4 Qtr Revenues 7/1/2012 through 9/30/2012	Adjustment	Less: FY2012 LCRA Admin. Fee Payment 4th Qtr	Less: Pending 4th Qtr Trsfr. To CIP Fund 0109 Cost Center 1490220109 GL Acct. No. 428010	Net Amount to Transfer to General Fund 0001 Cost Center 1490220001 GL Acct. No. 428010
				<i>Estimated</i>		
242031	Arkansas Bend	4,791.00	-	(104.92)	(718.65)	3,967.43
242032	Bob Wentz	63,749.93	(100.00)	(1,385.41)	(9,562.49)	52,702.03
242033	Cypress Creek	-	-	-	-	-
242034	Hippie Hollow	112,806.00	-	(2,600.01)	(16,920.90)	93,285.09
242035	Mansfield Dam	87,618.00	160.00	(1,905.69)	(13,142.70)	72,729.61
242036	Pace Bend	98,063.05	-	(2,152.94)	(14,709.46)	81,200.65
242037	Sandy Creek	4,254.00	-	(94.52)	(638.10)	3,521.38
	Total:	\$371,281.98	\$60.00	(\$8,243.49)	(\$55,692.30)	\$307,406.19
245060	Interest	64.02				64.02
441060	Interest	-	-	-	-	-
	Total:	\$371,346.00	\$60.00	(\$8,243.49)	(\$55,692.30)	\$307,470.21

Deposit refund reclassified from Mansfield Dam to Bob Wentz and bank adjustment

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
\$6,920,945			Beginning Balance
(\$10,000)	TNR	10/16/12	Clean Air Force 2013
(\$11,388)	Various	Various	Approved by CC for FY13 portion of ACC intern program
(\$378,290)	HHS	11/6/12	Parenting in Recovery Program
(\$1,881)	TNR	11/13/12	Constable Staffing
(\$135,679)	Constable Pct. 1	11/15/12	Constable Staffing
(\$10,000)	County Attorney	11/20/12	Legal Advisory Services
(\$12,537)	Tax Office	12/11/12	Reclassification of two positions
\$6,361,170	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$137,676)	Civil Courts – Drug Court Grant
(\$200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
(\$220,074)	Criminal Courts – Veterans Court Grant
(\$42,497)	Criminal Courts – Bailiff to CPO transition Cost
(\$175,000)	Criminal Courts Legally Mandated Fees – Attorney Fees & Other Court Costs for Capital Ca
(\$12,714)	CSCD – MSS Adjustments
(\$36,000)	District Clerk – Collections Software
(\$20,000)	Emergency Services – Hazardous Materials Disposal
(\$250,000)	Facilities Management – Facilities Best Practices Review
(\$200,000)	General Administration – HUB Requirements Disparity Study (\$35,595 funds from State, res
(\$100,000)	Health & Human Services – PromoSalud Scholarships and Workforce Development
(\$150,000)	HRMD – Revised Tuition Reimbursement Policy
(\$25,885)	HRMD – ACC Internship Program
(\$83,182)	ITS – BEFIT Customer Support Analyst III
(\$60,000)	RMCR – Additional Postage
(\$1,000,000)	TCSO – Overtime
(\$79,681)	Constable Staffing
(\$2,792,709)	Total Possible Future Expenses (Earmarks)
\$3,568,461	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
\$2,813,944			Beginning Balance
(\$8,000)	ITS	11/27/12	IT Infrastructure for FMD Projects
(\$82,552)	EMS	12/11/12	Fire fighting aircraft
\$2,723,392 Current Reserve Balance			

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

Amount	Explanation
\$ (817,300)	ITS Infrastructure for FMD Projects
\$ (660,000)	Virtual tape Library option 3
\$ (38,046)	Replacement Boat Motors for Lake Unit
\$ (100,000)	Guardrail-New Installations
\$ (90,000)	Failing Vehicles
\$ (50,000)	Sidewalks-ADA Upgrades
\$ (250,000)	FM 1626 ROW Purchases
\$ (61,954)	Constable Staffing
\$ (2,067,300)	Total Possible Future Expenses (Earmarks)

Emergency Reserve Status (580120)

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

Fuel & Utility Reserve Status (580130)

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

Planning Reserve Status (580210)

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

Juvenile Justice TYC (580260)

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

Smart Bldg. Facility Maintenance Reserve Status (580240)

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

IJS/FACTS Reserve Status (580160)

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

Transition Reserve Status (580300)

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

Reserve for State Cuts Status (580310)

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

Starflight Maintenance Reserve Status (580320)

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

1115 Waiver Reserve Status (580200)

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

Interlocals Reserve Status (580200)

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

Annualization Reserve Status (580200)

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

Salary Savings Reserve Status (580200)

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

Unallocated Reserve Status (580015)

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

Item 23



Travis County Commissioners Court Agenda Request

Meeting Date: 12/18/12, 9:00 AM, Voting Session

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

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

Commissioners Court Sponsor: Judge Samuel Biscoe

AGENDA LANGUAGE:

Receive briefing regarding fiscal implications associated with TechShare Courts project

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The addendum to the TechShare projects for the Courts module was approved December 11, 2012. Attached are memos from PBO and ITS discussing funding and staffing for the Courts module.

STAFF RECOMMENDATIONS:

Please see attached memo

ISSUES AND OPPORTUNITIES:

Please see attached memo

FISCAL IMPACT AND SOURCE OF FUNDING:

Action item is under budget amendments and transfers. Action would be to approve year one funding to CUC for the Courts module and add two FTE to ITS.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office

Jessica Rio



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

December 12, 2012

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

Re: Request from IJS Reserve for TechShare Courts Module Development and Staffing

Attached is a request from Information Technology Services (ITS) and Criminal Justice Planning for \$1,146,096 from the Integrated Justice System Reserve for the first year funding for the TechShare Courts Development Project. The Commissioners Court approved the contract with the Conference of Urban Counties to develop this case management system software last week. PBO recommends the approval of this payment of funds for CUC to begin the project.

The Commissioners Court asked that PBO list all the costs of the CUC TechShare Courts Project and indicate the fiscal year when funding will be needed. This chart below reflects the known and estimated costs for the project.

	CUC	ITS Infrastructure	New Staffing	Total
2011	\$ 123,000	\$ -	\$ -	\$ 123,000
2012	\$ -	\$ -	\$ -	\$ -
2013	\$ 1,146,096	\$ 50,000	\$ 117,935	\$ 1,314,031
2014	\$ 1,807,883	\$ 650,583	\$ 268,043	\$ 2,726,509
2015	\$ 3,930,528	\$ -	\$ 268,043	\$ 4,198,571
2016	\$ 909,610	\$ -	\$ 268,043	\$ 1,177,653
2017	\$ 790,050	\$ -	\$ 268,043	\$ 1,058,093
Total	\$ 8,707,167	\$ 700,583	\$ 1,190,107	\$ 10,597,857

The CUC costs include development, implementation, maintenance, a 10% project contingency and Travis County's share of the statewide license. The infrastructure costs include servers and storage needed for the project. The projected new staffing costs assume the addition of two FTEs in ITS in mid-FY13 and one more FTE added in FY14. Please note that the only staffing request known at this time is the one from ITS. It is likely that there will be additional requests from various affected departments in future budget cycles.

ITS Staffing request

ITS is requesting three new FTEs, two Application Development Analysts II (\$182,284 annualized salary and benefits funded at entry level), and a Business Analyst II (\$85,760). ITS has agreed that one Application Developer Analyst II position may be deferred to the FY14 Budget process. However, ITS states that the remaining two positions need to be in place in early spring of 2013. ITS did not submit a staffing request for the Courts project in FY13 (unlike the Prosecutor project) because ITS was not yet sure if all affected departments and Elected Officials would approve the project. PBO would prefer that new FTE requests go through the budget process; however, we do understand that the project is expected to need resources this fiscal year. It is also our understanding that part-time, contract or temporary workers would not be ideal for this project since it will require ongoing support and maintenance after implementation.

PBO did request that ITS explain how current staff (mostly related to soon-to-be-obsolete FACTS) would be utilized for the new Courts module. Please see the attached ITS memo explanation of the future use of FACTS staff and timeline of implementation.

Advantages of Adding Staff in FY13

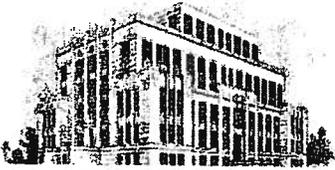
- New staff would be hired and trained before project is implemented.
- New staff would be able to attend training before gap analysis of project.
- ITS worked with CUC to identify staffing gaps for the project.

Disadvantages of Adding Staff in FY13

- This request would be outside the budget process, and PBO could not evaluate it while considering other compelling County needs.

Should the Commissioners Court approve adding the FTEs mid-year, PBO would recommend that ITS internally fund the salary, benefits, operating costs and new computer/phone costs with temporary salary savings on a one-time basis for the remainder of the fiscal year. PBO has confirmed that the department has sufficient temporary salary savings from vacant positions to fund the new FTEs in FY13. The full annualized cost of the salary and benefits could be added to the department's FY14 Budget Target if an analysis of vacant positions and recent trends in salary savings points to the need for additional ongoing funding. If you have any questions or comments, please contact me at 854-9346.

CC: Roger Jefferies, Criminal Justice Planning,
Walter LaGrone, ITS
Tanya Acevedo, ITS
Rod Brown, ITS
Randy Lott, ITS
David Lampl, ITS
Diana Ramirez, PBO
Leslie Browder, PBO
Jessica Rio, PBO



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

700 Lavaca Street, Suite 501A, Austin, TX 78701 (512) 854-9666 Fax (512) 854-4401

Date: December 13, 2012

To: Katie Petersen Gipson, Sr. Planning & Budget Analyst

From: Rod Brown, Information Technology Director and Interim Chief Information Officer

Subject: ITS Staffing Requirements in Support of ACMS Courts Project

As a follow up to our previous discussions, I wanted to provide you with details related to the three new FTE required by ITS in support of the ACMS Courts and Prosecution projects. Specifically, I want to outline the timing of hiring the new FTE, address the issue of FTE versus contracting staff and why contracting staff will not meet the long term needs, and finally discuss the disposition of staff currently working with FACTS.

During the FY13 budget process, a decision on the direction of the ACMS Courts effort had not been made with three options still under consideration for the Courts implementation. Each option considered would require different staffing profiles and would change the ITS staffing needs both in FTE count and the type of positions that would be required. The options under consideration were:

- Ground-up development with no 3rd party vendor involvement
- Tyler Technologies using an off-the-shelf product without the delivery of source code
- AMCAD supporting a custom solution with the delivery of source code

As you are aware, a recent decision to move forward with the AMCAD solution was made by the CUC and the participating counties. The CUC has provided a detail schedule laying out how the AMCAD solution will be implemented. Based on the timeline reflected in the CUC schedule, ITS requires the following to support implementation:

- One (1) Business Analyst II
This position will be required in FY13 beginning in May. On May 22, 2013, training for the core ACMS team will begin on the AMCAD product. This training is provided to the participating county staff to enable us to evaluate the existing AMCAD product during the software GAP analysis and identify development efforts the will be required to meet the county needs. During the implementation of the AMCAD solution this business analyst position will be responsible for identifying data conversion and integration needs for the county and will work with county development staff to create the needed solutions.
- One (1) Application Development Analyst II
This position will be required in FY13 beginning in June. The ACMS team will begin the software application design phase of the project. The developer will be needed during this phase of the project to gather an understanding of the county's development requirements and share with the CUC the development environment available in the county.
- One (1) Application Development Analyst II
This position will not be required until late FY14. In September 2014, AMCAD will begin the training and certification process that is required for any developer that will have access to the AMCAD source code. At the conclusion of the AMCAD implementation the

county will require staff with knowledge of the AMCAD source code enabling the county to support future development needs as well as providing maintenance support of the solution.

Today, Travis County has a justice solution that was provided by one vendor, Tiburon. The Tiburon solution includes 14 different justice systems providing a tightly integrated solution allowing for data sharing between the justice departments. The single vendor solution that is in place has enabled the vendor to address all integration needs.

However, with the implementation of the ACMS Prosecution and Court solutions, three of the Tiburon-provided systems will be replaced, leaving the county with a three vendor solution (Tiburon, Expedia (Prosecution module) and AMCAD (Courts module). The multi-vendor environment also places a new requirement for county staff to develop all applications needed to maintain the same level of integration and requires county staff to provide the maintenance and support of the new applications.

The three new FTEs are required to support the new development and support needs of the ACMS Prosecution and Court systems. Contract positions cannot be used. The detailed knowledge of the new implementation gained in the early stages of the project will be required after the project is complete and the positions are then used in system maintenance efforts.

We also had a discussion related to the staff that currently support the FACTS system, and if the need for these positions will end after the implementation of the ACMS Court solution or if they can be repurposed for implantation work instead of adding FTE. The answer is no. These staff members provide the business logic support of the FACTS application to the end users, not application development, integration or implementation. During the implementation of the ACMS Court solution, these staff will be trained on the new solution. Their roles in the support of a courts solution will continue. The only difference in their role is the support of an AMCAD solution rather than a FACTS solution.

CC: Roger Jefferies, County Executive for Justice & Public Safety
Leslie Browder, County Executive for Planning & Budget, Jessica Rio, Budget Director
Tanya Acevedo, Walter LaGrone, David Lamp'l, Randy Lott, ITS

Item 24



Travis County Commissioners Court Agenda Request

Meeting Date: 12/18/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget Office, 854-9346

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Interlocal with the City of Austin to receive 2012 Justice Assistance Grant resources that will be used by the Travis County Sheriff's Office for a law enforcement project; and
- B. Contract with the Federal Emergency Management Agency, Emergency Food & Shelter Local Board Program for the 2012 Phase 30 Emergency Food and Shelter Program in Health and Human Services and Veterans Services Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Both items are continuations of grant programs that have been in operation. The first item allows for the receipt of funds from the City of Austin. The second provides food assistance to approximately 104 households.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no match requirements for either grant.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Melissa Velasquez

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2013

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

Contracts	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A	137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$86,000	\$0	\$0	\$0	\$86,000	-			
B	158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	\$25,000	\$0	\$0	\$0	\$25,000	-	R	MC	6
										R	S	21

* Amended from original.

PBO Notes:

R - PBO recommends approval.

NR - PBO does not recommend approval

D - PBO recommends item be discussed.

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

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

FY 2013 Grant Summary Report
Grant Applications approved by Commissioners Court

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

updated 12-12-12 at 4:40pm

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	-	10/30/2012
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/6/2012
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-	11/27/2012
145	Juvenile probation Pre-Doctoral Psychology Internship Program	7/1/13- 6/30/14	\$34,306	\$0	\$0	\$0	\$34,306	-	12/4/2012
			\$645,008	\$0	\$41,951	\$56,500	\$743,459	3.00	

*Amended from original agreement.

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

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

updated 12-13-12 at 4:40pm

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program- SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12- 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12- 6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	\$0	\$0	\$117,678	-	12/11/2012
			\$13,510,785	\$352,515	\$214,286	\$0	\$14,077,586	22.08	

*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

updated 12-13-12 at 4:40pm

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	Yes
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	N/A	Yes
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	N/A	Yes
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	N/A	Yes
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	Yes
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	Yes
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	No
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	N/A	No
Totals			\$276,415	\$0	\$276,415	8.00				



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Travis County Sheriff's Office - Law Enforcement	
Contact Person/Title:	Michael G Hemby - Planning Manager	
Phone Number:	854-4924	

Grant Title:	2012 Edward Byrne Justice Assistance Grant		
Grant Period:	From: <input type="text" value="10/01/2011"/>	To: <input type="text" value="09/30/2015"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	US Dept of Justice - Bureau of Justice Assistance		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	City of Austin		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 22,660	\$ 0	\$ 0	\$ 0	\$ 22,660
Capital Equipment:	\$ 63,340	\$ 0	\$ 0	\$ 0	\$ 63,340
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 86,000	\$ 0	\$ 0	\$ 0	\$ 86,000
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
Applicable Departmental Measures					
1.					
2.					
3.					
Measures for the Grant					
1.	Increase number of stolen vehicles located	300	300	600	600
Outcome Impact Description					
2.	Increase number of wanted suspects located	600	600	660	700
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

TCSO is requesting approval of the 2012 Byrne Justice Assistance Grant and related Interlocal Agreement with the City of Austin to receive this pass through grant which is originally received by from the City of Austin. The grant will be used to for a license plate recognition project.

PBO recommends approval of the agreement for the 2012 grant.

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

The project's stated goal for the license plate recognition project is to allow deputies to scan vehicle plates electronically instead of having to manually run these plates via mdc or call dispatch which are labor intensive and tie up resources. Current methodology also only picks up a minor percentage of vehicles and rely on human observation to try and identify a suspect or wanted vehicle in the sea of traffic on our local roadways.

The outcomes for the project are to increase the number of contacts on stolen, wanted or suspect vehicles through the use of the automated system. The system automatically syncs to the wanted database or a list of suspect vehicles so that deputies can track and be alerted to the location of vehicles that are wanted in criminal cases. Travis County increasingly sees trafficking via the I35 corridor as it relates to crimes, that include drug trafficking, human trafficking, arms smuggling, and other offenses. With the proximity of the international border, our community is a waypoint for activity both North and Southbound where the criminal element takes advantage of the large traffic flow to avoid detection. This technology has been a proven investigative tool in alerting law enforcement to those elements.

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

TCSO will continue any maintenance or database access costs.

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

None required

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

Not applicable

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

If successful then TCSO will seek additional resources to continue and expect the use of these resources beyond this pilot project.

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

This is a new project but not a new program. The project is designed to enhance our ability to automate the location of stolen vehicles and wanted persons through the use of the license plate readers which can alert officers of said vehicles in a much more efficient manner than dedicating staff to try and located them via visual verification.

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

The goal is to increase the number of persons and stolen vehicles located and apprehended with this program.



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

JIM SYLVESTER
Chief Deputy

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

November 26, 2012

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
 Honorable Ron Davis, Commissioner, Precinct 1
 Honorable Sarah Eckhardt, Commissioner, Precinct 2
 Honorable Karen Huber, Commissioner, Precinct 3
 Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Michael G Hemby 783, Research and Planning *[Signature]*

SUBJECT: 2012 Justice Assistance Grant (JAG) - Interlocal

Attached you will find the interlocal agreement for the **Federal Bureau of Justice Assistance Justice Assistance Grant for 2012**. This grant is the replacement for the Local Law Enforcement Block Grant (LLEBG) that has supplied funding for various law enforcement projects within the Sheriff's Office for several years.

Travis County and the City of Austin are set to receive \$333,000 combined from this fund for FY 2012. Travis County was originally slated to be allocated \$33,513. However as a disparate county we are entitled to negotiate the allocation between the effected jurisdictional partners. Thus, as in the past, the Austin Police Department and Travis County Sheriff's Office have been in discussions concerning this year's allocations. Based on those discussions, the agreed upon allocations are as follows;

City of Austin	\$247,000.00
Travis County	\$86,000.00

The Travis County Sherriff's Office will receive \$86,000 in JAG funding will be used by Travis County Sherriff's Office for critical technology related to a project Integrate License Plate Recognition technology into the law enforcement functions of the Sheriff's Offices patrol and investigation divisions.

The project's stated goal for the license plate recognition project is to allow deputies to scan vehicle plates electronically instead of having to manually run these plates via mdc or call dispatch which are labor intensive and tie up resources. Current methodology also only picks up a minor percentage of vehicles and rely on human observation to try and identify a suspect or wanted vehicle in the sea of traffic on our local roadways.

The outcomes for the project are to increase the number of contacts on stolen, wanted or suspect vehicles through the use of the automated system. The system automatically syncs to the wanted database or a list of suspect vehicles so that deputies can track and be alerted to the location of vehicles that are wanted in criminal cases. Travis County increasingly sees trafficking via the I35 corridor as it relates to crimes, that include drug trafficking, human trafficking, arms smuggling, and other offenses. With the proximity of the international border, our community is a waypoint for activity both North and Southbound where the criminal element takes advantage of the large traffic flow to avoid detection. This technology has been a proven investigative tool in alerting law enforcement to those elements.

The City of Austin, the Austin Police Department advises that they will utilize their share of the funding to supply basic law enforcement equipment for their new cadets.

Thus, the internet based application process will be for a total Travis County award of **\$86,000.00** and will be handled by APD as the primary grantee for the City of Austin.

The only action required is execution of the interlocal agreement as the City of Austin is the primary grant applicant.

If I can be of any assistance in this matter, please feel free to contact me at 854-4924.

Cc: PBO, Co Atty, Co Auditor



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1 RECIPIENT NAME AND ADDRESS (including Zip Code):
City of Austin
P O Box 1088
Austin, TX 78767-1088

4 AWARD NUMBER 2012-111 BX 0537

5 PROJECT PERIOD: FROM 10 01 2011 TO 09 30 2015
BUDGET PERIOD: FROM 10 01 2011 TO 09 30 2015

1A GRANTEE IRS VENDOR NO
746000090

6 AWARD DATE 07 11 2012 ACTION

8 SUPPLEMENT NUMBER Initial
00

3 PROJECT TITLE
Austin City & Travis County FY 2012 JAG Project

9 PREVIOUS AWARD AMOUNT \$ 0

10. AMOUNT OF THIS AWARD \$ 332,000

11 TOTAL AWARD \$ 332,000

12 SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S)

13 STATUTORY AUTHORITY FOR GRANT

This project is supported under FY12 BJA (JAG)42 USC 3750, et seq.

15 METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16 TYPED NAME AND TITLE OF APPROVING OFFICIAL

Dennis O'Donnell
Director

18 TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Michael McDonald
Deputy City Manager

17 SIGNATURE OF APPROVING OFFICIAL

19 SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A DATE

7/30/12

AGENCY USE ONLY

20 ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD ACT	OFC	DIV REG	SUB	POS	AMOUNT
X	B	DJ	80	00	00		332,000

21 BUDGET



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 7

PROJECT NUMBER: R 1 DJ BX 0539

AWARD DATE 07 11 2012

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactory and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 5

PROJECT NUMBER 2013 DJ BX-0537

AWARD DATE 07/11/2013

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.
11. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
12. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 4 OF 7

PROJECT NUMBER 2012-DJ-BX-0537

AWARD DATE 01/11/2012

SPECIAL CONDITIONS

- 13 The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places,
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/NEPA.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

- 14 To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
- 15 In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantecondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 5 OF 7

PROJECT NUMBER 2013-DJ-BX 17

AWARD DATE 11/11/12

SPECIAL CONDITIONS

16. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425)
17. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program
18. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for bulletproof vest purchases. This policy must be in place for at least all uniformed officers before any FY 2012 JAG funding can be used by the agency for bulletproof vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
19. Bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
20. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
21. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>
22. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm
23. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 6 OF 7

PROJECT NUMBER 20-2-DJ-BX-0537

AWARD DATE 07/11/12

SPECIAL CONDITIONS

24. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
25. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
26. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
27. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
28. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
29. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
30. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctflti.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctflti.org).
31. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdiction, and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
32. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the State or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 7

PROJECT NUMBER 12-DJ BX-0537

AWARD DATE 07/12/12

SPECIAL CONDITIONS

33. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

A handwritten signature in black ink, appearing to be "M. M." or similar, located in the lower right quadrant of the page.

THE STATE OF TEXAS

COUNTY OF TRAVIS

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUSTIN AND COUNTY OF TRAVIS**

**2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
PROGRAM AWARD**

This Agreement is made and entered into by and between the COUNTY of TRAVIS, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of AUSTIN, acting by and through its governing body, the City Council.

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791 of the Government Code;

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, CITY OF AUSTIN, acting as fiscal agent for the grant, agrees to provide the COUNTY \$86,000 from the FY 2012 Edward Byrne Memorial Justice Assistance Grant Program award ("JAG funds"); and

NOW THEREFORE, the COUNTY and the CITY OF AUSTIN agree as follows:

Section 1

CITY agrees to pay COUNTY a total of \$86,000 of 2012 JAG funds.

Section 2

COUNTY agrees to use \$86,000 for the JAG Program, during the grant period that ends on September 30, 2015 or the date the interlocal funds have been completely spent if that date is reached prior to a grantor-approved amended grant expiration date.

Section 3

As joint applicants for JAG funding, the COUNTY agrees to provide the financial and programmatic information required by the Bureau of Justice Assistance for the CITY OF AUSTIN to meet federal reporting requirements. Upon receipt of an invoice, the CITY OF AUSTIN will reimburse the COUNTY for JAG project expenses in an amount not to exceed \$86,000.

Section 4

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF AUSTIN other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 6

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

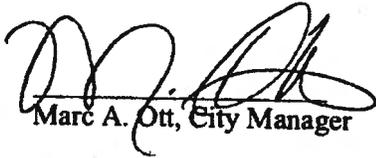
Section 7

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF AUSTIN



Marc A. Ott, City Manager

10/16/12
Date

COUNTY OF TRAVIS

Samuel Biscoe, County Judge

Date



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / FSS	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	2012 Phase 30 Emergency Food and Shelter Program		
Grant Period:	From: <input type="text" value="Apr 1, 2012"/>	To: <input type="text" value="Mar 31, 2013"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Emergency Food and Shelter Program Local Board		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	Emergency Food and Shelter Program National Board		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 25,000	\$ 0	\$ 0	\$ 0	\$ 25,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 25,000	\$ 0	\$ 0	\$ 0	\$ 25,000
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
Applicable Departmental Measures					
1.	# of Households receiving utility assistance	28,358	15,000	15,000	15,000
2.					
3.					
Measures for the Grant					
1.	# of Households receiving utility assistance from the Emergency Food and Shelter Program	571	332	104	104
	Outcome Impact Description	Assist households who are experiencing an economic emergency. The department assists these households by paying the highest one month amount still owed of each of the household's utility (electricity, gas, water or propane) bills.			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

This contract award allows the County to provide utility assistance to 104 households. There is no county match required and there is no indirect cost rate applied due to the small amount of funds available and the fact that they are used for the direct provision of services to county residents. PBO recommends approval of this request.

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

As an existing program, these funds will continue to be used to provide emergency utility assistance to qualified Travis County residents. These grant funds are sometimes used in conjunction with other utility assistance programs the department has available, providing a higher level of assistance to further the client's energy self-sufficiency.

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

Existing staff will perform eligibility determination and vendor payment processing. No additional funds are required.

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

No County match is required.

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

The application for this grant indicated that agencies are strongly encouraged to use all of the requested funds for direct client services. Keeping that intent, the funds awarded to Travis County in this Phase 30 will be used only for direct client assistance.

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

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service department Family Support Services division staff will provide client interviews for eligibility determination of this program and the other programs available. This program funding assists the department in meeting the needs of clients who are experiencing an economic crisis and need assistance meeting their household utility obligations.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

Date: December 10, 2012

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2012 Phase 30 Emergency Food and Shelter Program Award, the Local Recipient Organization (LRO) Certification Form and the Certification Regarding Lobbying Form

Proposed Motion: Consider and take appropriate action to approve the 2012 Phase 30 Emergency Food and Shelter Program Award, the Local Recipient Organization (LRO) Certification Form and the Certification Regarding Lobbying Form

Summary and Staff Recommendation: Staff requests the acceptance and approval of the grant award in the amount of \$25,000 for the Phase 30 grant period. The Commissioners Court approved this grant application on December 6, 2011. This year, the EFSP National Board notified the Local Boards of their jurisdiction's award on November 22, 2012. The funds awarded to Travis County will be used to provide emergency utility assistance for low-income households who have an income at or below 200% of the current Federal Poverty Income Guidelines.

The Local Recipient Organization Certification and the Certification Regarding Lobbying forms are administrative requirements from the Local Board. This agency collects and submits them to the National Board for the Emergency Food and Shelter Program.

Budgetary and Fiscal Impact: These grant funds will be budgeted in the indigent utility assistance line item established for this fund. No matching funds are required. The contract period for this funding is 04/01/12 through 03/31/13.

Issues and Opportunitiles: The department has participated in this program for a number of years. Within the Phase 29 program period, Travis County had assisted 332 households with their utility bills. Other agencies receiving funds for this program use their funding to provide food, shelter, rental assistance and serve meals for clients. Through coordinating efforts with these agencies with regard to their use of funding as well as ours, duplication of services is prevented. Assistance is given in a more efficient and effective manner building a more cohesive emergency service structure.

We will use all the Emergency Food and Shelter Program funds for direct assistance to clients. These funds are used to supplement other Federal, State, County and local grant funds to enable the department to extend utility assistance to indigent individuals and families who seek aid from the department. Through grants and local funding programs, Travis County assisted more than 6,634 households in 2012 with the restoration or continuation of vital utility services.

cc: Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Budget Analyst Sr., Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Patti Smith, Chief Assistant County Auditor
Jessie Mars, Auditor Analyst III, County Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Social Services Director, Family Support Services



Emergency Food & Shelter
Local Board Program

Austin/Travis & Williamson
Counties, Texas

December 5, 2012

Jim Lehrman
Travis County HHS & VS
Post Office Box 1748
Austin, TX 78767

Dear Mr. Lehrman:

RE: Your application for Emergency Food and Shelter Program (EFSP) funding

Award Notification

We want to first thank you for your patience during the nearly year-long period since you submitted your application in mid-December 2011. Back in the day—actually, as recently as three years ago—the EFSP funding process went much more quickly than it does now. We would take applications in late fall, receive our award notification from EFSP in January, and award the funds. But the notifications have come late the past few years— this year, we did not receive notification until Thanksgiving Day.

A local board administers EFSP in each jurisdiction, and our local board for the Travis and Williamson Counties jurisdiction includes representatives from Travis County Health and Human Services and Veterans Services, Salvation Army, American Red Cross, United Way, Jewish Family Services, iACT, Caritas, Capital Area Food Bank of Texas, Meals on Wheels and More, Mary House Catholic Worker, SafePlace, Catholic Charities and Williamson-Burnet County Opportunities.

The local board has now made its decisions on which applicants to fund and award amounts. Congratulations, the board has elected to award your organization a total of \$25,000 for Phase 30 (2012-2013). The allocation of your grant among the various categories of assistance is:

Served Meals:	Other Food:	Mass Shelter:
Other Shelter:	Rent/Mortgage Assistance:	Utilities Assistance: \$25,000
Administration:		



Emergency Food & Shelter
Local Board Program

Austin/Travis & Williamson
Counties, Texas

After receiving the required forms (discussed further below) from each funded organization, we will submit our allocation plan to the EFSP national board. After they verify that all our documentation is in order and there are no compliance issues, they will issue first electronic fund transaction amounts (or checks to newly funded agencies) that should equal half your total award. EFSP will issue your second payment after you submit your Interim Report/Second Payment Request to the local board, which will then check it and forward it on to the national board. More information on that process will follow.

As stated above, your award is for Phase 30, which would normally have been for calendar year 2012. But because the award notifications have come late the last two years, **the Phase 30 spending period is April 1, 2012–March 31, 2013.** You can expect to receive your first payment about one month after EFSP approves our allocation plan. So if they approve our plan in late December, you should receive your first payment in late January.

Action Items

- If you will not be able to spend your award by March 31, 2013, please let Doug Conrad know as soon as possible. Doug is the local board secretary, and he can be reached at 512.628.8189 or dconrad@mealsonwheelsandmore.org.
- You must fill out the attached LRO (local recipient organization) certification and scan and email it back to Doug Conrad by December 7, 2012. We have to submit that with our allocation plan. Note that you must include your FEIN and DUNS numbers, and if you have received EFSP funding in years past, please enter your LRO ID # (organizations that are receiving EFSP funds for the first time should leave that blank). If you do not have a DUNS #, please obtain one immediately by going to <http://fedgov.dnb.com/webform>.
- If you were awarded \$100,000 or more, we have attached another certification, this one regarding lobbying. You must complete the form, sign it and return it to Doug Conrad by the date above. Note that if you lobbied as in paragraph 2 of the certification, you must submit an additional form, as described in the attachment (the additional form is available online).

We cannot submit our allocation plan until we receive all the required forms. Any delays in submitting our plan may result in delays in receiving funding. Given that you will have at best about 2.5 months to spend your award, we want to avoid delays.

- If you are not the contact person at your organization for EFSP related matters, please provide the name of and contact



Emergency Food & Shelter
Local Board Program

Austin/Travis & Williamson
Counties, Texas

information (address, phone number, fax number and email address) for that person.

Closing

For Phase 30, the 17 applicants requested a total of nearly \$1 million, which is almost double the actual amount we received from EFSP. We were thus unable to fund all organizations that applied and could only award the agencies we funded significantly less than their requested amounts.

In making their decisions, the local board members reviewed the needs of the community and how these funds could be used to most effectively impact those in an economic emergency. As always, all funded agencies are encouraged to work closely with other providers to build a cohesive emergency service structure for hungry and homeless people in Travis and Williamson Counties.

If you have questions regarding your grant, please feel free to contact me at 512.476.6325 or Doug Conrad, Grant Writer and EFSP local board contact, at 512.628.8189 or dconrad@mealsonwheelsandmore.org.

Thank you for working to improve the lives of people in Central Texas.

Sincerely,

Dan Pruett
President & CEO of Meals on Wheels and More
EFSP Local Board Chair

BY: _____ on _____
Samuel T. Biscoe, Travis County Judge Date

PHASE 30 LOCAL RECIPIENT ORGANIZATION CERTIFICATION

By signing this Local Recipient Organization (LRO) Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Phase 30 Responsibilities and Requirements Manual, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. All appropriate staff and volunteers have been informed of EFSP requirements. The Local Board has been provided and we have retained a copy of this form for our records.

- Has the capability to provide emergency food and/or shelter services
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services,
- Is nonprofit or an agency of government,
- Will not use EFSP funds as a cost-match for other Federal funds or programs
- Has an accounting system, and will pay all vendors by an approved method of payment,
- Understands that cash payments (including petty cash) are not eligible under EFSP.
- Conducted an independent annual review if receiving \$25,000-\$49,999/an independent annual audit if receiving \$50,000 or more in EFSP funds, and an OMB Circular A-133 if receiving \$500,000 or more in Federal funding.
- Has not received an adverse or no opinion audit,
- Is not debarred or suspended from receiving Federal funds,
- Has provided a Federal Employer Identification Number (FEIN) to EFSP,
- Has provided a Data Universal Number System (DUNS) number issued by Dun & Bradstreet (D&B) and required associated information to EFSP,
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds),
- Will not charge a fee to clients for EFSP funded services,
- Has a voluntary board if private, not-for-profit,
- Will provide all required reports to the Local Board in a timely manner; (i.e., Second Payment/Interim Request and Final Reports),
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks - front and back, other proof of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program date and return any unused funds (\$5.00 or more) to the National Board,
- Will provide complete, accurate documentation of expenses to the Local Board, if requested, following my jurisdiction's selected end-of-program date,
- Will not use EFSP funding for any lobbying activities and if receiving \$100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect,
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information,
- Has no known EFSP compliance exceptions in this or any other jurisdiction.

Note: If your Local Board has additional requirements beyond the National Board's, please indicate by checking the box next to this statement and submitting the written mandates to the National Board with this form.

This form must be completed in its entirety. Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

LRO ID (8 digit): 782400-002 FEIN#: 74-6000192 DUNS #: 030908842

LRO Name Travis County HHS&VS

Address P. O. Box 1748

City/State/Zip Austin, TX 78767

Phone #: (512) 854-4100 Fax #: (512) 279-2197 Email jim.lehrman@co.travis.tx

Print Name Samuel T. Biscoe, Travis County Judge Date: _____

Signature: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

Travis County HHS&VS
LRO Name

782400-002
LRO ID Number (9 digits)

Samuel T. Biscoe, Travis County Judge
Representative Name

Representative Signature

Date (month/day/year)

NOTE: Standard Form LLL and instructions are available at www.grants.gov

Item 25



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Leslie Stricklan, AIA, Sr. Project Manager, FMD, 854-4778 *Leslie Stricklan*

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

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

Sponsoring Court Members: County Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on approval of space allocation of Room 118 at the Heman Marion Sweatt Travis County Courthouse to the Civil Courts and approve funding for minor improvements.

BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) met with representatives of the current officials occupying the Heman Marion Sweatt Travis County Courthouse (HMS) - Civil Courts, Probate Court, Justice of the Peace Precinct 5, District Clerk and County Clerk to discuss the options for reuse of Room 118 which was vacated by the Law Library in 2012. A consensus was reached that the best use of this space would be for a "Multi-function / Hearing / Court Room" assigned to the Civil Courts, with shared use by the Justice of the Peace. Refer to attachment 1 for detailed description of proposed room reuse.

STAFF RECOMMENDATIONS:

FMD recommends that Commissioners Court approve the space allocation and improvement funding for the proposed use, which will serve functions with high public traffic, for which this ground floor location is ideal, and for which improvement costs are minor, as noted below.

ISSUES AND OPPORTUNITIES:

This space allocation will help the Civil Courts better serve the public, especially families and children.

FISCAL IMPACT AND SOURCE OF FUNDING:

New funding requested by FMD to make the improvements necessary for converting Room 118 into a multi-function / hearing / court room:

\$ 17,660 Construction
\$ 25,200 Furniture
\$15,180 Equipment – Sound amplification & assisted listening
\$ 58,040 Total project funds requested from CAR Reserves

Please note that the Civil Courts have proposed to internally fund the Information Technology infrastructure and equipment costs for Room 118.

ATTACHMENTS/EXHIBITS:

1. Uses for Room 118

REQUIRED AUTHORIZATIONS:

PBO – Leslie Browder, County Executive

MEETING WITH LESLIE STRICKLAN – Facilities Management

October 12, 2012

USES FOR ROOM 118 – By the Civil Courts

We are requesting the use of the space in Room 118 (which is 811 square feet) as a multi-purpose room to accommodate the following functions:

- 1) **Hearings Courtroom / Visiting Judge Courtroom** - To replace the hearing courtroom in 511 that is being taken over as a family court. (e.g., Hearings involve visiting judges assigned to individual cases in Travis County by the Presiding Judge of the 3rd Administrative Judicial Region and visiting judges brought in to cover the docket when all the courtrooms are in use.)
- 2) **Protective Order Applicants** – Safe holding area where county attorney meets with applicants before protective order docket (Tuesday morning, Tuesday afternoon and Thursday morning). Security solution for Sheriff's Office to provide them with the protection they need.
- 3) **CPS Children's Waiting Area** - For the CPS dockets. The CPS docket will increase from twice a week (50-60 families) to five times a week (125-150 families) in the December 2012/January 2013 timeframe.
- 4) **Family Law Waiting Area** – Lawyers and clients would frequently utilize the space for settlement negotiations.
- 5) **Judges' Conference Room / General Meeting Space** – To replace the 4th floor conference room (Room 418) for monthly Judges' Meetings, general internal meetings, technology meetings.
- 6) **Training / Continuing Legal Education Programs (Internal and External):**
 - a. Judges' Lunch Hour CLE each month.
 - b. Austin Bar Association's CLE in the courthouse.
 - c. Training/practice for attorneys to use the eCourtroom equipment (e.g, school finance, new technology, etc.)
- 7) **Overflow for High Profile Trials** – In trials that have a large public interest, we can have people watch the trial in this overflow courtroom via monitors.
- 8) **Judge-Ordered Mediations and Depositions** - Depositions or mediations ordered by a Judge in cases where security issues require parties to pass through security screening for weapons.

Item 26



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

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

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,319,676.15, for the period of November 30 to December 6, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,319,676.15.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,319,676.15

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Diane Blankenship, 854-9170

Jessica Rio, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: December 18, 2012

TO: Members of the Travis County Commissioners Court

FROM: John Rabb, Benefits Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: November 30, 2012 to December 6, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,319,676.15

HRMD RECOMMENDATION: The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,319,676.15.

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
NOVEMBER 30, 2012 TO DECEMBER 6, 2012**

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: December 18, 2012
 TO: Nicki Riley, County Auditor
 FROM: Norman McRee, HR Financial Analyst
 COUNTY DEPT. Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
 FROM: November 30, 2012
 TO: December 6, 2012

REIMBURSEMENT REQUESTED: \$ 1,319,676.15

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,785,791.03
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: December 11, 2012	\$ (474,802.74)
Adjust to balance per UHC	\$ 8,687.86
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,319,676.15
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,319,676.15

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 \$142,853.98) 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 (\$179,934.33) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

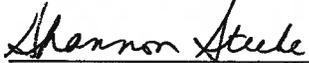
All claims have been reviewed to determine if they have exceeded the \$250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from Sun Life total \$545,771.91.

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.


 Diane Poirot, Director, HRMD
 Date: 12/11/12

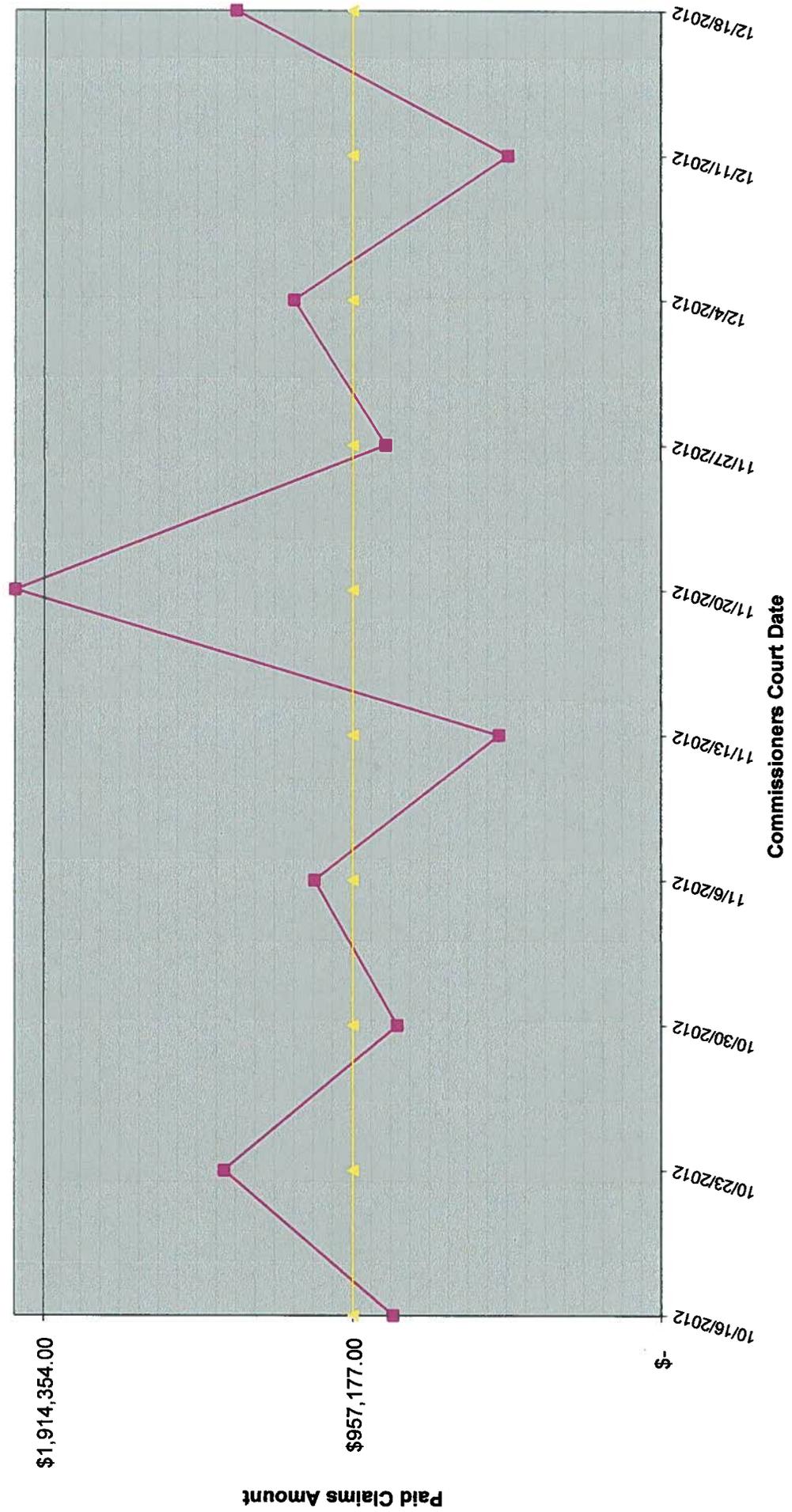

 John Rabb, Benefits Manager
 Date: 12/11/12


 Shannon Steele, Benefits Administrator
 Date: 12/11/12


 Norman McRee, Financial Analyst
 Date: 12/11/12

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

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



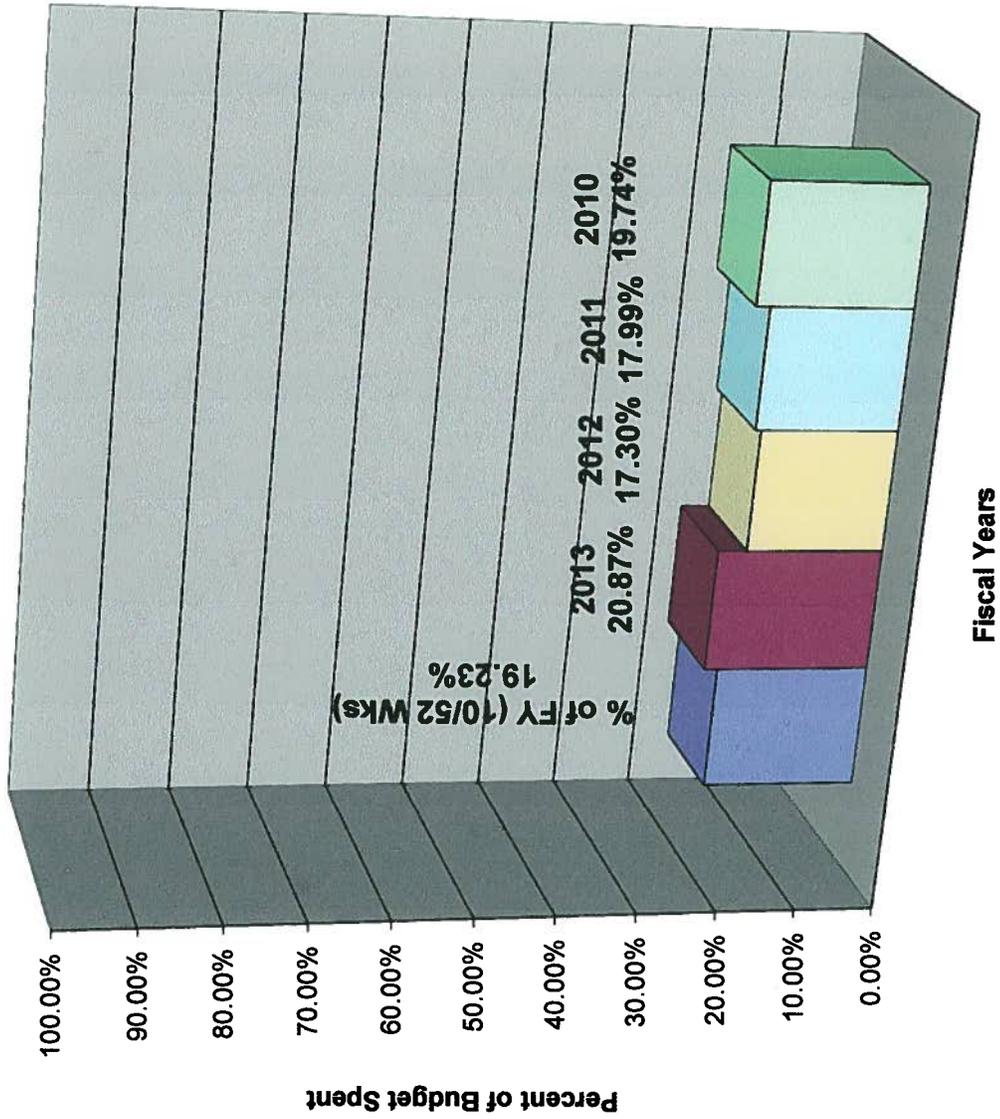
Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	\$ 2,004,819.80	\$ 957,177.23	4	\$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	\$ 856,605.61	\$ 957,177.23	7	\$ 345,370.77	14.97%	11.71%
8	11/16/2012	11/22/2012	12/4/2012	\$ 1,140,771.38	\$ 957,177.23	0	\$ -	17.26%	14.05%
9	11/23/2012	11/29/2012	12/11/2012	\$ 474,802.74	\$ 957,177.23	2	\$ 98,896.45	18.21%	14.57%
10	11/30/2012	12/6/2012	12/18/2012	\$ 1,319,676.15	\$ 957,177.23	4	\$ 142,853.98	20.87%	17.30%
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Paid & Budgeted Claims to Date	\$ 10,385,815.73	\$ 9,571,772.31
Paid Claims less Total Weekly Budget		\$ 814,043.42

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

Comparison of Claims to FY Budgets Week 10



UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_12_06

CONTR_NBR	PLN_ID	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$ (247.47)	A1	78352	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (256.53)	A1	24780	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (261.71)	A1	16315	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (266.22)	A1	74337	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (292.04)	A1	42523	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (300.42)	A1	100382	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (341.93)	A1	49214	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (364.17)	A1	5856	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (364.17)	A1	7793	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (368.87)	A1	72283	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (388.35)	A1	74335	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (391.40)	A1	63616	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (394.65)	A1	49197	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (423.57)	A1	76102	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (457.78)	A1	72310	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (496.34)	A1	74336	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (524.81)	A1	10712	AA		2	12/3/2012	200	12/7/2012	12/6/2012
701254	632	\$ (895.25)	QG	11142777	AA		3	11/29/2012	50	12/5/2012	12/6/2012
701254	632	\$ (1,370.03)	A1	69497	AA		2	12/3/2012	200	12/7/2012	12/6/2012

1,319,676.15

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

For the payment week ending: 12/06/2102

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

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 12/06/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 145,146.26
	RR	1110068956	516110	\$ 19,720.91
			Total CEPO	\$ 164,867.17
EPO	EE	1110068956	516030	\$ 340,329.19
	RR	1110068956	516130	\$ 43,609.78
			Total EPO	\$ 383,938.97
PPO	EE	1110068956	516020	\$ 700,595.02
	RR	1110068956	516120	\$ 70,274.99
			Total PPO	\$ 770,870.01
			Grand Total	\$ 1,319,676.15

Item 27



Travis County Commissioners Court Agenda Request

Meeting Date: 12/18/12

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

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

- A. Proposed routine personnel amendments; and
- B. Non-routine request from Constable Precinct 4 for a variance to Travis County Code § 10.03008, Promotion.
- C. Non-routine request from ITS for a variance to Travis County Code § 10.03009, Voluntary Job Change.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 5.

B. Non-Routine Personnel Action – Pages 6 - 9.

Constable 4 requests approval for a promotion with a decrease in pay to minimum of the pay grade – Travis County Code § 10.03008, from HHS, Office Spec, PG 12 to Constable 4, Court Clerk I, PG 13. HRMD has reviewed supporting documentation and concurs with the request.

C. Non-Routine Personnel Action – Pages 6, 10 – 13.

ITS requests approval for a voluntary job change retaining the employee's pay that is above midpoint – Travis County Code § 10.03009, Slot 56, Application Development Analyst II, PG 25. HRMD has reviewed supporting documentation and concurs; PBO has confirmed sufficient funds.

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

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



STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744
Diane Poirot, Human Resources Management Department, 854-9170
Leslie Browder, Planning and Budget Office, 854-9106

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



Human Resources Management Department

700 Lavaca Street, 4th Floor

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX (512) 854-9757

December 18, 2012

ITEM # :

DATE: December 14, 2012

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

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

FROM: Diane Poirot, Director, HRMD *DP*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 5.

B. Non-Routine Personnel Action – Pages 6 - 9.

Constable 4 requests approval for a promotion with a decrease in pay to minimum of the pay grade – Travis County Code § 10.03008, from HHS, Office Spec, PG 12 to Constable 4, Court Clerk I, PG 13. HRMD has reviewed supporting documentation and concurs with the request.

C. Non-Routine Personnel Action – Pages 6, 10 - 13.

ITS requests approval for a voluntary job change retaining the employee's pay that is above midpoint – Travis County Code § 10.03009, Slot 56, Application Development Analyst II, PG 25. HRMD has reviewed supporting documentation and concurs; PBO has confirmed sufficient funds.

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

LB/DP/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Constable 1	60001	Deputy Constable	61 / Step 1 / \$49,686.62	61 / Step 1 / \$49,686.62
Constable 1	60002	Deputy Constable	61 / Step 1 / \$49,686.62	61 / Step 1 / \$49,686.62
Constable 1	60003	Deputy Constable	61 / Step 1 / \$49,686.62	61 / Step 1 / \$49,686.62
Constable 1	60004	Deputy Constable	61 / Step 1 / \$49,686.62	61 / Step 1 / \$49,686.62
Constable 4	29	Deputy Constable**	61 / Step 1 / \$49,686.62	61 / Step 1 / \$49,686.62
Emergency Svcs	18	Fire Marshal Asst Deputy II**	20 / \$53,000.00	20 / \$53,000.00
Fac Mgmt	105	Custodian*	7 / \$22,880.00	7 / \$22,880.00
HHS	67	Carpenter*	15 / \$36,168.00	15 / \$36,168.00
HHS	126	Carpenter*	15 / \$35,000.00	15 / \$35,000.00
HHS	127	Carpenter*	15 / \$34,609.00	15 / \$34,609.00
HHS	297	Case Worker*	16 / Level 1 / \$38,147.20	16 / Level 1 / \$38,147.20
ITS	125	Customer Support Spec	26 / Minimum / \$72,861.57	26 / Minimum / \$72,861.57
ITS	138	Application Dev Analyst III	27 / \$92,000.00	27 / \$92,000.00
Juvenile Probation	37	Financial Analyst Sr	20 / Midpoint / \$60,663.62	20 / Midpoint / \$60,663.62
Sheriff	1272	Law Enforcement Spec	14 / Level 6 / \$38,168.00	14 / Level 6 / \$38,168.00
Sheriff	1484	Cadet**	80 / Step 1 / \$38,919.50	80 / Step 1 / \$38,919.50
Sheriff	1546	Chaplain	16 / Midpoint / \$46,280.00	16 / Midpoint / \$46,280.00
Sheriff	1910	Cadet**	80 / Step 1 / \$38,919.50	80 / Step 1 / \$38,919.50
TNR	534	Park Maint Worker	9 / Level 5 / \$26,520.00	9 / Level 5 / \$26,520.00
TNR	593	Park Maint Worker	9 / Level 4 / \$25,812.80	9 / Level 4 / \$25,812.80
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Atty	50005	Office Asst	10 / \$11.87	10 / \$11.87	05
Fac Mgmt	20010	Custodian	7 / \$11.00	7 / \$11.00	02
Records Mang & Comm Resrc	20005	Office Asst	10 / \$12.78	10 / \$12.78	02
Tax Collector	50014	Administrative Asst I	13 / \$14.54	13 / \$14.54	05
Tax Collector	50056	Administrative Asst I	13 / \$14.54	13 / \$14.54	05
TNR	50118	GIS Spec	17 / \$19.05	17 / \$19.05	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	661	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	794	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	833	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
District Atty	30	Attorney V* / Grd 28	Attorney VI / Grd 29	\$83,424.43	\$89,265.70	Career Ladder. Pay is at minimum of pay grade.
District Atty	36	Attorney V* / Grd 28	Attorney VI / Grd 29	\$84,095.44	\$91,956.80	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
District Atty	38	Attorney IV* / Grd 27	Attorney V* / Grd 28	\$77,956.53	\$83,424.43	Career Ladder. Pay is at minimum of pay grade.
District Atty	214	Attorney III* / Grd 25	Attorney IV* / Grd 27	\$68,095.87	\$77,956.53	Career Ladder. Pay is at minimum of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Clerk	Slot 108 / Recording Spec I / Grd 13 / \$32,101.26	County Clerk	Slot 47 / Records Analyst Assoc / Grd 15 / \$40,000.00	Promotion. Pay is between min and midpoint of pay grade.
District Atty	Slot 118 / Court Clerk I / Grd 13 / \$30,635.28	District Atty	Slot 236 / Court Clerk II / Grd 15 / \$35,651.20	Promotion. Pay is between min and midpoint of pay grade.
Emergency Medical Service	Slot 32 / Star Flight Paramedic / Grd 22 / \$57,479.76	Emergency Medical Service	Slot 18 / Star Flight Chief Medical Supv / Grd 26 / \$85,987.20	Promotion. Pay is between min and midpoint of pay grade.
ITS	Slot 29 / Business Analyst II / Grd 24 / \$65,064.90	ITS	Slot 91 / Business Consultant I / Grd 27 / \$77,956.53	Promotion. Pay is at minimum of pay grade.
ITS	Slot 48 / Customer Support Tech / Grd 17 / \$42,615.63	ITS	Slot 42 / Customer Support Tech Sr / Grd 19 / \$45,346.50	Promotion. Pay is at minimum of pay grade.
JP Pct 2	Slot 60002 / Accounting Clerk / Grd 12 / \$30,262.42	JP Pct 2	Slot 21 / Accounting Clerk / Grd 12 / \$30,262.42	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
JP Pct 4	Slot 4 / Court Clerk II / Grd 15 / \$39,728.41	JP Pct 4	Slot 5 / Court Clerk II Sr / Grd 16 / \$42,577.60	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Juvenile Probation	Slot 422 / Juvenile Detention Ofcr III / Grd 15 / \$36,941.42	Juvenile Probation	Slot 612 / Juvenile Detention Ofcr III / Grd 15 / \$36,941.42	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 34 / Registered Charge Nurse / Grd 22 / \$62,254.40	Sheriff	Slot 31 / Registered Charge Nurse / Grd 22 / \$62,254.40	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 388 / Corrections Ofcr Sr / Grd 83 / \$49,452.83	Sheriff	Slot 1934 / Corrections Ofcr Sr* / Grd 83 / \$49,452.83	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 717 / Office Spec Sr / Grd 13 / \$37,042.72	Sheriff	Slot 1710 / Office Spec Sr / Grd 13 / \$37,042.72	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 821 / Registered Charge Nurse / Grd 22 / \$65,582.40	Sheriff	Slot 1877 / Registered Charge Nurse / Grd 22 / \$65,582.40	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1219 / Office Spec Sr / Grd 13 / \$33,076.37	ITS	Slot 48 / Customer Support Tech / Grd 17 / \$41,415.63	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

SECTION B. NON-ROUTINE PERSONNEL ACTIONS

NON-ROUTINE – Promotion and Voluntary Job Change				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
HHS	Slot 91 / Office Spec / Grd 12 / \$33,782.94	Constable 4	Slot 27 / Court Clerk I / Grd 13 / \$30,238.83	Promotion. Pay decreased to minimum of pay grade. Travis County Code § 10.03008.
ITS	Slot 134 / Business Consultant I / Grd 27 / \$89,650.60	ITS	Slot 56 / Application Dev Analyst II / Grd 25 / \$89,650.60	Voluntary job change. Pay remains the same. Pay is between midpoint and max of pay grade. Travis County Code § 10.03009.

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



HRMD Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: December 7, 2012

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

VIA: Leslie Browder, County Executive, Planning & Budget Office

FROM: Diane Poirot, Director of Human Resources

SUBJECT: Constable, Precinct 4 - Non-Routine Salary Action, Slot 27

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

Constable, Precinct 4's Office Request:

Constable Precinct 4's Office requests approval to decrease the current salary of one Office Specialist upon promotion to Court Clerk I. The employee is currently an Office Specialist in HHS (PG12) and has a salary of \$33,782.94. The employee has accepted a Court Clerk I (PG 13) position in Constable 4's Office at a salary of \$30,238.83. The salary decrease is \$3,544.11, which translates to approximate 10.5%. The action would apply to the following slots:

From:

<u>Dept</u>	<u>Slot #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
HHS	91	Office Specialist	12	\$33,782.94

To:

<u>Dept</u>	<u>Slot #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
CN 4	27	Court Clerk I	13	\$30,238.83

Policy

Travis County Code §10.03008 covers the salary actions associated with promotions. In section (b) the policy states, *"The Elected and Appointed Officials and Department Heads have flexibility in determining the amount of pay increase."*

Issues

Based on the wording of §10.03008(b), the expectation is that a promotion would be accompanied by a salary increase. While in some cases promotions have taken place with no change in pay, it is highly unusual for a promotion to occur and an employee to receive a pay cut.

In this case, Constable 4's Office has a consistent practice of hiring at the minimum of the salary range and does not have funding to bring in the employee at a higher salary. The employee has been notified of the salary implications of taking the position and has decided to accept the position.

Recommendation

HRMD recommends approval of the salary action. Despite the salary implications, the employee has decided it is in her best interest to make the interdepartmental transfer and accept the position at the offered rate. Since both the employee and the department believe they will benefit from the move, HRMD concurs with the decision. The effective date is November 28, 2012.

8



Memorandum

To: HRMD
CC: Constable Maria Canchola *DMC*
From: Bertha De La Cruz, Office Manager
Date: 12/5/2012
Re: *Inter-Dept* Transfer

_____ applied for a Court Clerk position with our office. _____ was selected as the most qualified candidate of the applicants and we extended a job offer at the budgeted salary which was included in our FY-13 approved budget. The offer was accepted by the employee.

However, because the employee is going from a PG 12 to a PG 13, this inter-departmental transfer is considered a promotion under the Travis County mobility policy. An increase in pay is normally associated with a promotion. In this case, the employee has accepted a pay decrease which makes the action non-routine.

We do not have funds in our approved budget to accommodate a pay increase above the budgeted salary. This Office does not want to go to Commissioner's Court requesting a budget adjustment to fund a pay increase. Increasing her salary above the budgeted entry rate would also cause pay compression issues among our support staff. Therefore please proceed with this non-routine personnel action.



Human Resources Management Department

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

MEMORANDUM

DATE: December 7, 2012

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

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

FROM: Diane Poirot, Director of Human Resources *DP*

SUBJECT: ITS Non-Routine Voluntary Job Change Salary Action, Slot 56

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

ITS Request:

Information Technology Services (ITS) requests approval to keep the salary of one Business Consultant I (PG 27) the same despite a voluntary job change to an Application Development Analyst II (PG 25). The employee currently earns \$89,650.60. The action applies to the following slots:

<u>From</u>	<u>To</u>
Slot # 134	Slot # 56
Business Consultant I	Application Development Analyst II
PG 27	PG 25
\$89,650.60	\$89,650.60

Policy:

Travis County Code §10.03009(b)(2&3) states that the pay adjustment for employees undergoing a voluntary job change must be either a 5% decrease per grade or placement between the minimum and midpoint of the new pay grade.

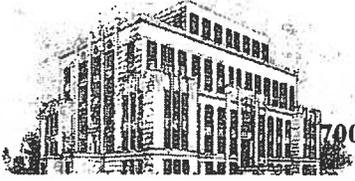
Issue:

The salary proposed by ITS for the employee is \$1,1126.01 over the midpoint of PG 25. This makes the salary action non-routine by policy.

Recommendation:

HRMD recommends approval of retaining the salary at the current level. Given the employee's experience and knowledge of County operations, and the fact that the proposed salary would leave the employee only about 1.25% above midpoint of the new pay grade, retaining the employee's current salary is justified.

//



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

700 Lavaca, Suite 501A, P. O. Box 1748, Austin, Tx 78767 (512) 854-4022 Fax (512) 854-4401

Date: November 29, 2012

To: Leslie Browder, County Executive for Planning and Budget
Diane Poirot, Human Resources Management Director
Todd Osburn, Compensation Manager

From: Rod Brown, Information Technology Director

Subject: Transfer Employee in Slot 134 from a Grade 27 Position to a Grade 25 Position (Slot 56) with No Change in Pay – Non-routine personnel action

Proposed Transfer:

Approve moving employee in Slot 134 from a Business Consultant I, grade 27, to an Application Development Analyst II, grade 25 position (Slot 56) with no adjustments in current salary.

Summary & Staff Recommendations:

Employee in Slot 134 has many years of programming experience and her skills can be better utilized by moving from their current Business Consultant I position into an Application Development Analyst II position with no salary adjustments. The employee's current salary is \$89,650 and this move will place the employee at \$1,126 (1.27%) above the midpoint of \$88,524 in the new lower grade level.

Background:

The employee was hired on January 5, 2009 as a Business Consultant I and was funded by the JP Technology Fund in support of the Tiburon FACTS implementation. This position then transitioned into a permanent General Fund ITS position for FY11. Although the employee has held the title and position of a Business Consultant, many of the duties performed by the employee are development duties that take full advantage of their experience and background as an application developer.

ITS has an open Application Development Analyst II position and the employee has expressed the desire to move back into a fulltime development role that can better utilize their experience and skills. After interviewing several candidates for the open position we have concluded that this person is the best fit for the open position.

The employee understands that their current grade is a 27 and that the open position is a grade 25 and is willing to change positions knowing that there will be no salary adjustments as part of the move. The employee also understands that they will be slightly above midpoint of the new grade (1.27%) and that future salary adjustments may be limited.

ITS realizes that in cases such as this, HRMD policy calls for a 5% pay cut per grade or a salary adjustment that places an employee no higher than the midpoint of the new grade. To keep this employee

at current salary would not fall within that policy, and ITS would have to take to Court as a non-routine personnel action. At this time, ITS would like to put this item on the Court's agenda for consideration as such. ITS notes two similar non-routine actions were put before the Court and approved on 9/11/12 and 11/27/12 and we would hope for the same generous support from the Commissioners Court and HRMD.

ITS has already provided HRMD with PAQs, resumes and job application. If additional information is required, we would be happy to obtain any items that HRMD or the Court would require.

CC: Elijio Arjona, Cynthia Lam-Roldan, Carlotta Leavy, HRMD
Katie Gipson, PBO

Item 28



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Diane Poirot, Director HRMD, 854-9170

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

DP

DAR for LB

AGENDA LANGUAGE: APPROVE ORDER FOR THE 2013 PLAN YEAR THAT MAINTAINS CURRENT RETIREE BENEFITS FROM THE TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

Please see attached documentation.

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached documentation.

REQUIRED AUTHORIZATIONS:

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

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

Melissa Velasquez, 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 by Tuesdays at 5:00 p.m. for the next week's meeting.



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

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

MEMORANDUM

TO: Commissioners Court

FROM: Travis R. Gatlin, Assistant Budget Director
Diane Poirot, Director HRMD *DP*

DATE: December 12, 2012

SUBJECT: Order for the Texas County and District Retirement System (TCDRS) 2013 Plan Year

The Texas County and District Retirement System (TCDRS) requires that each retirement plan confirm its intent for the next calendar year on their form of order. PBO and the County Attorney's Office have reviewed the attached order to ensure that it reflects the provisions of the current Travis County plan. The contribution rate of 12.89% reflected on the form was used to calculate the County's retirement contributions for the FY 13 Adopted Budget. Since the Commissioners Court took no action to change the annuity payable to retirees for the calendar year beginning January 1, 2013, the attached form and rate maintains current retirement benefits.

FY 13 Adopted Budget includes \$34,399,381 for the County's contribution for the retirement plan for the General Fund and Special Revenue Funds based on the 12.89% retirement rate.

Please let me know if you have any questions.

cc: John Hille, Barbara Wilson (County Attorney's Office)
Nicki Riley (County Auditor)
Beth Blankenship (County Auditor's Office)
Diane Poirot, (HRMD)
Leslie Browder, Jessica Rio, Leroy Nellis, Diana Ramirez (PBO)

Travis County, #326
Authorization to maintain TCDRS plan provisions
Plan Year 2013

With respect to the participation of Travis County in the Texas County & District Retirement System (TCDRS) for the 2013 plan year, the following order was adopted:

1. Travis County makes no change in the plan provisions for non-retirees.
- * 2. With respect to benefit payments being paid to retirees or their beneficiaries, Travis County (check one box):
 - does not adopt a cost-of-living adjustment (COLA).
 - adopts a ___% CPI-based COLA.
 - adopts a ___% flat-rate COLA.
- * 3. The required employer contribution rate for Plan Year 2013 will be the following:

(a) Required rate without COLA:	12.89%	
(b) COLA rate:	+ <u> 0 </u>	(enter 0 if not adopting a COLA)
(c) Total required rate (a + b):	= <u> 12.89% </u>	
- * 4. Employers may elect to pay a rate greater than the total required rate listed above. Travis County adopts for Plan Year 2013 (check one box):
 - the total required rate listed above.
 - add a new elected rate of _____%.
5. In the event the 2013 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Travis County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing authorization concerning the participation of Travis County in TCDRS for Plan Year 2013 truly and accurately reflects the official action taken during a properly posted and noticed meeting on December 18, 2012, by the Commissioners Court of Travis County as such action is recorded in the official minutes.

 Authorized Signature, County Judge of Travis County

Samuel T. Bisce

 Printed Name

Dated: _____

* Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.

Item 30



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, December 18, 2012
Prepared By/Phone Number: Deece Eckstein, 854-9754
Elected/Appointed Official/Dept. Head: Deece Eckstein, 854-9754
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON ADOPTION OF THE TRAVIS COUNTY LEGISLATIVE AGENDA FOR THE 83RD TEXAS LEGISLATURE.

SUMMARY OF REQUEST AND ATTACHMENTS: The 83rd Texas Legislature will convene on Tuesday, January 8, 2013. As in the past, the Commissioners Court will adopt a Legislative Agenda which will guide the IGR Office and the county's legislative consultant in their dealings with the Legislature. A proposed Legislative Agenda is attached for Court consideration.

STAFF RECOMMENDATION: IGR recommends that the Travis County Commissioners Court adopt the Legislative Agenda for the 83rd Texas Legislature.

BACKGROUND: The Texas Legislature meets in Regular Session for 140 days every two years, commencing on the second Tuesday of January. This year, it will convene on January 8, and remain in session until Monday, May 27.

Each session, the Commissioners Court adopts a Legislative Agenda and modifies and supplements it as needed during the session.

Attached is a draft of the Legislative Agenda document. It is divided into four sections:

- a) **Principles for Legislative Action**, highlighting the key values of the Court with regards to the legislative process;
- b) **Priorities**, the key policy proposals and specific pieces of legislation on which the Court wishes the IGR Office and the legislative consultants to focus their efforts;
- c) **Policy Positions**, the Court's position on issues affecting the County which the Court wishes communicated through the legislative process; and,
- d) **Positions on Other Proposals**, on which independent county elected officials or other groups or organizations have asked the Court to take a position.

Items in black were contained in last session's legislative platform. Items which were in last session's agenda and are being removed are denoted with a ~~strikethrough~~; items in red have been added. Because the Positions on Other Proposals items were adopted in response to specific requests from independent elected officials or outside organizations, they have been removed pending renewal of those requests.

ISSUES AND OPPORTUNITIES: The coming legislative session will be marked, as the last one was, by significant turnover in the House (44 new members out of 150). Turnover will be significant in the Senate as well, with six new members out of 31. The only change directly affecting Travis County is the replacement of Senator Jeff Wentworth with Senator-Elect Donna Campbell.¹

Last session was dominated by budget woes, as the State faced a \$27 billion shortfall in its current services budget. The State addressed that by cutting \$15 billion from the previous biennium's budget.² In that process, counties collectively took a \$221 million hit³ and Travis County sustained about \$3.3 million in cuts.⁴

¹ However, the redistricting process added two new State Senators to the Travis County legislative delegation: Judith Zaffirini (SD-21) and Troy Fraser (SD-24).

² Source: Legislative Budget Board, [Fiscal Size-Up, 2012-13 Biennium](#), accessed 12/11/12.

³ Source: Texas Association of Counties, [General Appropriations Act - HB 1 \(2012-13 Biennium\): Fiscal Impact on Counties](#), accessed 12/11/12.

⁴ Source: Travis County Planning and Budget Office, "Legislature State Grant Worksheet 9-16-11."

The budget picture is improved as we head into the 83rd Legislature. State revenue collections during the first two months of this fiscal year are up 10% over last year.⁵ While restoration of lost funding from the 2012-13 budget seems unlikely, we do not anticipate pressure for further draconian cuts in the next session.

Two funding-related developments are worth mentioning for their potential impact on counties:

- 1) Since last summer, House Speaker Joe Straus has been urging his colleagues to look at the budget's increasing reliance on budget diversions and to reduce or eliminate them.⁶
- 2) Lieutenant Governor David Dewhurst recently proposed setting aside \$1 billion from the Rainy Day Fund to create a revolving water infrastructure development bank.⁷ In a presentation to the Conference of Urban Counties that same day, Senate Transportation Committee Chair Bob Nichols proposed a similar transfer to fund transportation infrastructure.

Again this session, Travis County will work closely with its counterparts in the Conference of Urban Counties and the Texas Association of Counties, and the proposed agenda reflects some of their priorities as well.

Once the Court has adopted a legislative agenda, IGR and the legislative consultants will work to:

- 1) Get bills to accomplish our legislative priorities drafted; and
- 2) Identify and approach bill sponsors from among the Travis County legislative delegation (usually after committee assignments are finalized).

The Court's adoption of its legislative agenda will also lend guidance to the IGR Office as it reviews newly-filed bills and determines which ones to track and which ones to bring to the Court for specific action. In this process, IGR will work with subject matter experts in Travis County government and vet their recommendations with County Executives and elected officials.

⁵ Source: Comptroller of Public Accounts, [Monthly State Revenue Watch](#), accessed 12/11/12.

⁶ *Texas Tribune*, "[Straus: Process to End Budget Diversions Starts Now](#)," July 9, 2012. The Tribune has created an interactive [webpage](#) allowing its readers to recover data on specific diversions.

⁷ *Austin American-Statesman*, "[Dewhurst: Take \\$1B from rainy day fund for water](#)," November 29, 2012.

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: None.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Tanya Acevedo, Project Management Division Manager
Travis County Information Technology Services
Phone: 854-8685
Email: Tanya.Acevedo@co.travis.tx.us

Daniel Bradford, Assistant County Attorney
County Attorney's Office
Phone: 854-3718
Email: Daniel.Bradford@co.travis.tx.us

Leslie Browder, County Executive
Planning and Budget Office
Phone: 854-8679
Email: Leslie.Browder@co.travis.tx.us

David Escamilla
County Attorney
Phone: 854-9415
Email: David.Escamilla@co.travis.tx.us

Sherri Fleming, County Executive
Health and Human Services/Veterans Services
Phone: 854-4101
Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes
Purchasing Agent
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Email: Cyd.Grimes@co.travis.tx.us

Danny Hobby, County Executive
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Roger Jefferies, County Executive
Justice and Public Safety
Phone: 854-4415
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Gregg Knaupe
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Aerin-Renee Toussaint, Budget Analyst II
Planning and Budget Office
Phone: 854-1160
Email: Aerin.Toussaint@co.travis.tx.us

TRAVIS COUNTY LEGISLATIVE AGENDA

~~82ND~~ 83RD TEXAS LEGISLATURE

Travis County is the fifth-largest county in Texas, with a population of over one million people. Travis County is known for its natural beauty, thriving economy and civic spirit. Home to the state capital and The University of Texas at Austin, Travis County is enriched by its diverse and well-educated population.

As a political subdivision of state government, Travis County requires legislative authority to enhance and improve the services it delivers. The Travis County Commissioners Court desires to enhance the quality of life of all Travis County residents and to provide the maximum return on investment for all revenues entrusted to the County.

Principles for Legislative Action

The Commissioners Court has adopted the following principles for the ~~82nd~~ 83rd Texas Legislature:

- ★ Travis County is a unique place, and Travis County government should preserve and enhance the human, economic, cultural and natural resources of the area.
- ★ Travis County government acts as a steward of the public trust and of public resources entrusted to its care.
- ★ The Travis County Commissioners Court is committed to providing the maximum value and return on investment for all revenues entrusted to the County.
- ★ The Travis County Commissioners Court believes that local government best understands and responds to the needs of its constituents. Therefore, it seeks maximum flexibility in implementing the policies and programs mandated by the Legislature.
- ★ In a time of dramatic budget shortfalls at the state level, the Travis County Commissioners Court opposes legislation or budgeting decisions that would shift the cost of state-funded programs to local governments.
- ★ The Travis County Commissioners Court believes counties need greater authority and tools to deal with the challenges of a rapidly-urbanizing area in rapidly-changing times.

Priorities

(Items in this list are the legislative priorities for the IGR staff and the legislative consultants, i.e., "blue sheet." The list will be modified throughout the session as the Commissioners Court assigns and reviews those priorities.)

1. Oppose legislation or budget decisions that would create unfunded mandates or divert county revenues. (TRBA-1)
2. Oppose legislation that would restrict the ability of counties to raise the revenues necessary to provide an adequate level of services to their citizens. Travis County opposes appraisal caps and revenue caps. (TRBA-5)
3. ~~Oppose budget cuts to, and s~~Support additional funding for, programs that provide necessary benefits and services to Travis County residents. (HHS-1)
4. Support legislation that would provide funding and infrastructure to improve the availability and continuity of mental and physical health care between county jails and the community. (JCJ-MH-1)
5. ~~Support legislation that would permit counties to purchase conservation easements.~~ (ENV-3)
6. Support legislation that respects and promotes local control over billboards, including digital electronic billboards, to give Travis County authority to regulate off-premises signs along scenic portions of state and county roads. (ENV-4,-5)
7. Support legislation giving counties the necessary tools to manage growth, protect property values, and preserve quality of life in the unincorporated areas. (GMLU-1)
8. Support equitable additional funding for transportation infrastructure, including rail and mass transit, a constitutional amendment to eliminate or reduce the diversion of Fund 6 money to other agencies. (MTF-2)
9. ~~Clarify the authority of a county commissioners court to designate a person to lift a burn ban under certain circumstances without having to convene a meeting of the commissioners court.~~ (EMS-2)
10. ~~Support legislation that would permit qualifying vehicles registered in a participating county for 12 out of the last 15 months to participate in the "Drive a Clean Machine" (DACM) program.~~ (ENV-5)
11. ~~Support legislation that would expand the powers and duties of Criminal Magistrates in Travis County.~~ (JCJ-AJ-1)

~~12. Support redistricting legislation that:~~

- ~~a. respects the one man-one vote constitutional standard;~~
- ~~b. respects the integrity of Travis County as a community of interest as much as possible, and~~
- ~~c. preserves the right of Travis County minority voters to join in coalition with other like-minded voters to elect the candidate of their choice.~~

8. Support legislation to effectively plan and manage groundwater and surface water as a single resource. (ENV-9,-10,-12,-13)

Policy Positions

(Items in this list are the legislative policy positions of Travis County.)

Emergency Services

1. Support legislation to amend the medical examiners' statutes to promote best practices throughout the State while preserving local control and flexibility.
2. ~~Clarify the authority of a county commissioners court to designate a person to lift a burn ban under certain circumstances without having to convene a meeting of the Commissioners Court.~~
3. Support legislation to preserve county regulatory authority over fire sprinklers in residential housing larger than three units.
4. Support legislation or budgeting decisions that would tie Medicaid reimbursement rates for air ambulance services to federally established Medicare reimbursement rates.
5. ~~Support restoration of 9-1-1 funding for the CAPCOG region through the State Commission on Emergency Communications.~~

Environment and Natural Resources

1. Oppose legislation eliminating or diluting Travis County's authority to "...take any necessary and proper action to comply with the requirements of the storm water permitting program under the national pollutant discharge elimination system."
2. Support legislation to increase funding for the Texas Recreation and Parks Account Local Park Grant Program and the Texas State Park System.
3. ~~Support legislation that would permit counties to purchase conservation easements.~~
4. Support legislation to give Travis County authority to regulate off-premises signs along scenic portions of state and county roads.
5. Oppose legislation that would reduce or eliminate local control over the placement and usage of digital electronic billboards.
6. ~~Support legislation that would permit qualifying vehicles registered in a participating county for 12 out of the last 15 months to participate in the "Drive a Clean Machine" (DACM) program.~~
7. Support legislation to increase ratepayer protection in water supply corporation and water utility proceedings before the Texas Commission on Environmental Quality.
8. Support allowing counties to recover costs and attorney's fees from a utility if they intervene on behalf of rate payers in unincorporated areas in water supply rate cases.
9. Support legislation that would reconcile the incompatibility in the legal treatment of groundwater and surface water, recognizing that they are one and the same.
~~Support legislation to promote local control over the planning and management of both surface water and groundwater resources.~~
10. Support modification of the State water planning process to include ground water modeling, which should include a regional component.
11. Support funding of the State water plan through a fair and equitable mechanism.

12. Support establishment by a State agency of a consistent set of water conservation standards for the state.

~~10-13.~~ Support measures to improve the effectiveness of ground water management by Ground Water Conservation Districts.

~~11-14.~~ Support full funding for the Low Income Repair Assistance, Retrofit and Accelerated Vehicle Retirement Program and the Local Initiative Projects.

~~12-15.~~ Support legislation that would improve the ability of the County to enforce clean air, water and other environmental laws.

Growth Management/Land Use

1. Support legislation giving counties the necessary tools to manage growth, protect property values, and preserve quality of life in the unincorporated areas.
2. Support legislation allowing counties to adopt a long-range comprehensive plan for land development within the unincorporated areas of the county.
3. Support legislation allowing counties to adopt regulations that would buffer sensitive areas like schools, churches and residences from incompatible industrial uses.
4. ~~Support legislation allowing counties to require public utility operators to commit to a schedule for relocating their facilities within county rights-of-way and establish penalties for their failure to perform.~~
5. Support legislation that would restrict the ability of a homeowners' association to prohibit the use of qualifying sustainable technologies ~~the installation of solar panels~~ on ~~a home~~ s or property within their jurisdiction.

Health and Human Services

Changes to the MHMR, DSHS, DFPS

1. ~~Oppose budget cuts to,~~ and s Support additional funding for, health and human services programs that provide necessary benefits and services to Travis County residents.
2. Support legislation and budgeting decisions that will fully fund necessary mental health services provided by county MHMR departments.
3. Oppose expansion of mandatory participation in private mental health managed care programs, leaving counties the option to participate.

Juvenile and Criminal Justice

Mental Health

1. Support legislation that would provide funding and infrastructure to improve the availability and continuity of mental and physical health care between county jails and the community.
2. Support additional funding for both state-run mental health facilities and for counties to provide mental health services in their facilities.

Re-Entry Programs

1. Support legislation to enhance employment readiness and job opportunities for people with criminal histories.
2. Support legislation that would provide people with felony drug convictions the same access to food stamps as afforded other ex-offenders.
3. Support legislation that would promote kinship care for children whose parents are incarcerated to reduce the impact on the foster care system.

Jail Population Management

1. Support legislation to reduce or eliminate the financial and operational burdens of state-supervised offenders in county correctional facilities.
2. Support legislation to reimburse counties for all expenses incurred in housing state-supervised offenders such as parole violators.
3. Support legislation to allow for the release of technical parole violators on bond.
4. Support legislation to increase opportunities for the use of technology (e.g., GPS monitoring, SCRAM devices) in jail diversion strategies.

Pretrial Release on Personal Bonds

1. Oppose legislation that would eliminate or reduce local courts' discretion with respect to the use of personal bonds.

Administration of Justice

- ~~1. Support legislation that would expand the powers and duties of Criminal Magistrates in Travis County.~~

Mobility and Transportation Funding

1. Support increased funding for the Texas Department of Transportation for transportation and other mobility needs, including rail and mass transit.
2. Support equitable additional funding for transportation infrastructure, including rail and mass transit. ~~a constitutional amendment to eliminate or reduce the diversion of Fund 6 money to other agencies.~~
3. Support legislation enabling counties, on a local option basis, to levy taxes or fees to support mobility infrastructure.
4. Support legislation to enable Travis County to levy a Transportation Project (Mobility) Fee to construct new and widen existing arterial roadways within the unincorporated areas.
5. Support legislation to enable Travis County to levy an impact fee upon new land development within the unincorporated area to pay for arterial roadway improvements serving the development.

Taxation, Revenues, Budget and Administration

1. Oppose legislation or budget decisions that would create unfunded mandates or divert county revenues.
2. Oppose legislation that would limit the County's ability to meet the needs of its citizens by artificially capping appraisal values or county revenues.
3. Support legislation that would allow counties to offer specialized retirement packages to early retirees.

4. Support constitutionally-based unfunded mandate protection for local governments that allows counties to opt out of a mandate until funding is provided.
5. Oppose legislation that would restrict the ability of counties to raise the revenues necessary to provide an adequate level of services to their citizens. Travis County opposes appraisal caps and revenue caps.
- ~~6. Support legislation authorizing appropriate use of public-private partnerships in funding for and utilization of publicly-owned and -controlled facilities.~~
- ~~7. Support legislation that would require TEA to include the option of offering the "Alive @ 25" driver safety course to the driver education curriculum.~~
8. Support legislation giving counties greater freedom and flexibility in providing procurement legal notices to their residents.
- ~~9. Support legislation that would give Travis County more options for storage and maintenance of paper records.~~
10. Support legislation that encourages economic development while preserving the authority and discretion of the commissioner's court in negotiating economic development incentives.
11. Support TCDRS as a prudently and conservatively structured defined contribution pension plan with hybrid components appropriate for counties.
12. Support legislation to allow Travis County to impose a filing fee of up to \$15 for all civil cases, with proceeds dedicated to helping pay for a new civil and family court courthouse.
13. Support legislation to amend the Open Meetings Act to update references to "tape" recordings of public meetings and conform them to modern technology.
14. Support legislation that would amend the Government Code to allow political subdivisions to implement the same loan, Roth and automatic enrollment provisions as state agencies, if in compliance with the Internal Revenue Code.
- ~~10.~~ Support legislation to clarify the geographic extent of ad valorem tax liens on business personal property.
- ~~11.~~ 15. Oppose legislation that would diminish the authority or discretion of a commissioner's court and would not serve a court-approved public purpose.

Positions on Other Proposals Before the 82nd Texas Legislature

(Items in this list are legislative positions regarding initiatives of other Travis County elected officials or other groups or organizations.)

- ~~1. Support legislation that would strengthen licensing requirements and oversight regulation of payday and auto title lenders.~~
- ~~2. Support legislation that would establish a recycling refund system for beverage containers in Texas.~~
- ~~3. Support legislation that would establish a recycling collection program for discarded electronic products.~~
- ~~4. Support legislation to establish a recycling payback program for mercury-containing products.~~

- ~~5. Support legislation to increase the amount of the fee paid by a defendant for a peace officer's services in executing or processing an arrest warrant, capias, or capias pro fine from \$50 to \$75.~~
- ~~6. Support legislation clarifying the authority of the Travis County Healthcare District (d/b/a Central Health) to enter into leases without prior approval of the Travis County Commissioners Court.~~

Item 32



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Jessica Sammons, 512-854-9759

Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton, 512-854-9788

Commissioners Court Sponsor: County Judge Sam Biscoe

A handwritten signature in blue ink, likely belonging to Sheriff Greg Hamilton, located to the right of the "Elected/Appointed Official/Dept. Head" line.

AGENDA LANGUAGE:

Amend Travis County Code Chapter 78 (Travis County Sheriff's Office Non-Consent Towing Policies) by replacing existing Non-Consent Towing Rotation List Agreement form with revised Non-Consent Towing Rotation List Agreement Form.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On July 3, 2012, members of Travis County Sheriff's Office and the Austin Towing Association were directed by Judge Biscoe to meet and attempt to come to an agreement on proposed changes to the towing fees. All parties met on August 13, 2012. As a result of that meeting, proposed changes were agreed upon. In result, the Non Consent Towing Rotation List Agreement has been revised, including changes to the towing fees.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

REQUIRED AUTHORIZATIONS:

Sheriff Greg Hamilton, TCSO 854-9788

Major Phyllis Clair, TCSO 854-9759

Captain Paul Knight, TCSO 854-3239

Travis Gatlin, PBO 854-9065

Jim Connolly, County Attorney 854-9415

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



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

Memorandum

December 11, 2012

To: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Precinct One Commissioner
Honorable Sarah Eckhardt, Precinct Two Commissioner
Honorable Karen Huber, Precinct Three Commissioner
Honorable Margaret Gomez, Precinct Four Commissioner

From: Phyllis J. Clair, Major Law Enforcement 

Reference: Travis County Sheriff's Office Non-Consent Towing List Agreement CY 2013

The Sheriff's Office respectfully submits 6 documents identified as:

1. Travis County Sheriff's Office Non-Consent Towing List Agreement, containing Exhibits A and B;
2. Exhibit C - Wrecker Inspections Sheet 2013;
3. Exhibit D - Deputy Complaint Inspection Sheet;
4. Exhibit E - Wrecker Zones

And request acceptance by the Commissioner's Court.

There are substantive changes to the previous agreements, which have been in place since 2001. The last change made to the agreement was in 2005, which was an increase in the towing fee for the light duty towing. This new agreement incorporates most current changes in the State Towing Regulation and controls the pricing Non-Consent Tows.

We appreciate the continued support of the Commissioner's Court in our endeavors to serve all of the citizens of Travis County and would appreciate the consideration and approval of these agreements.

cc: Greg Hamilton, Sheriff
Jim Connolly, Assistant County Attorney

COMPANY NAME: _____
 ADDRESS: _____
 OWNER: _____
 PHONE #: _____
 VSF LOCATION: _____
 VSF SITE: _____

LIC #	YEAR	MAKE	FLT#	VIN #										Truck Type A/B/C	Conventional/Flat bed	Emergency Lights	Insurance	Registration	Inspection	Drivers License	TDI R License	Safety Vest	Radio/Phone	Permanent signs	Tow Lights	Power Winch	Safety Chains	Wheel Lift	Dollies	Wrecker Bar	Broom/Shovel	Absorbet	Flares/Cones	Fire Extinguisher	Sticker #		
1																																					
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Vehicle Makes: C= Chevrolet F= Ford FL= Freightliner G= GMC I= International K= Kenworth N= Nissan P= Peterbuilt V= Volvo Z= Isuzu
 Truck Types: A= Small light wreckers B= Class B Medium C= Heavy Duty

TRAVIS COUNTY SHERIFF'S OFFICE TOW TRUCK INSPECTION SHEET TRUCK SHEET

Year/Make	VIN	LP #	Overhead Lights	Booster Brakes	Power Winch	Dollies	Fire Extinguishers	Safety Chains	Tow Bar/Sling	Wrecking Ball	Broom/Shovel	Wheel Lift/Under reach	Class of Truck A/B	Flares/Reflective Lights	Tow Lights	Insurance	Perm Signs 2"	Radio/Telephone	MVI	Current Registration

EXHIBIT "D"

Company Name _____
Truck Operator _____
Date/Time _____
Case Number _____
Deputy Name _____

Comments



updated 12-13-12 at 4:40pm

Travis County Sheriff Districts

Burnet

Blanco

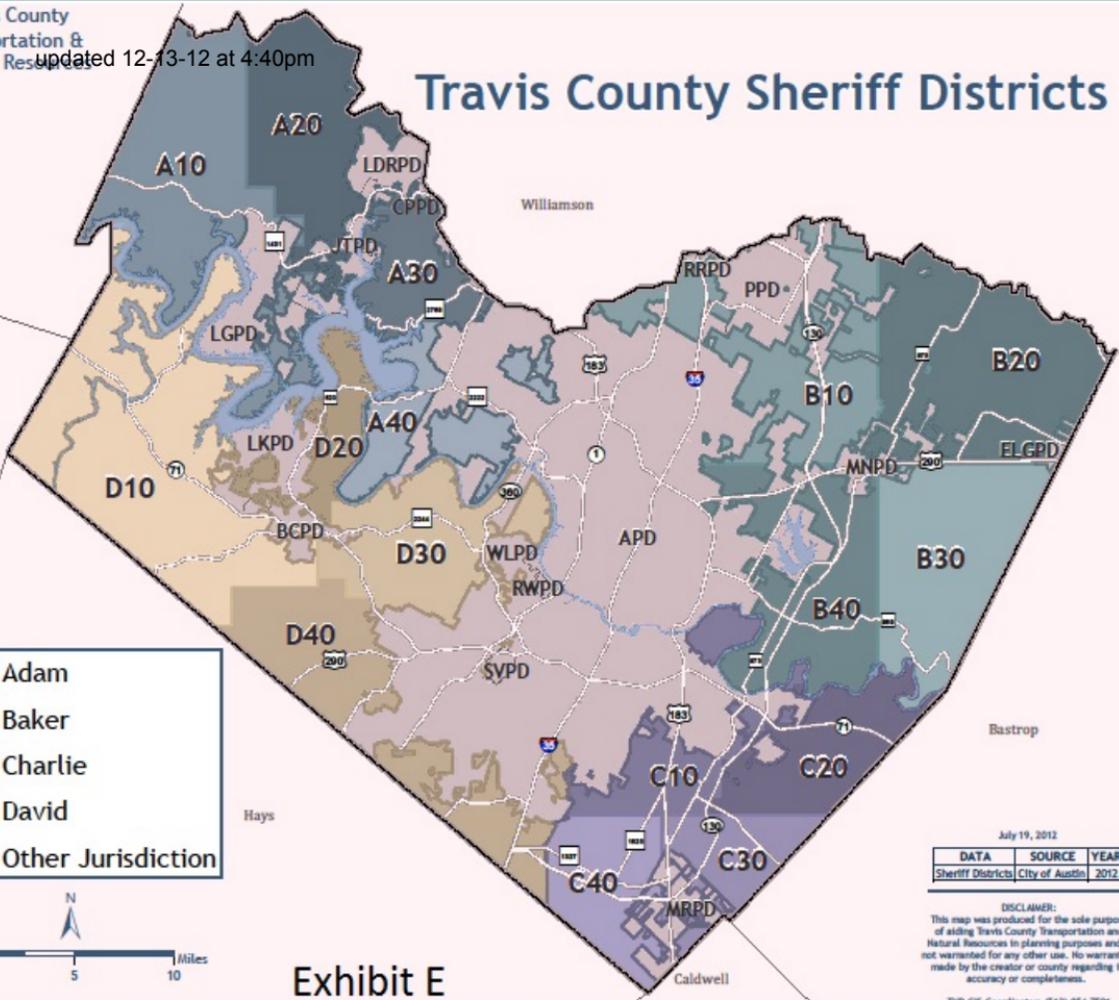
Williamson

Hays

Bastrop

Caldwell

	Adam
	Baker
	Charlie
	David
	Other Jurisdiction



DATA	SOURCE	YEAR
Sheriff Districts	City of Austin	2012

DISCLAIMER:
This map was produced for the sole purpose of aiding Travis County Transportation and Natural Resources in planning purposes and is not warranted for any other use. No warranty is made by the creator or county regarding its accuracy or completeness.

Exhibit E

Item 33



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Melissa Velasquez, County Judge's Office

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION AMENDING THE LIST OF AUTHORIZED REPRESENTATIVES TO TEXPOOL FOR THE TRAVIS COUNTY TAX ASSESSOR COLLECTOR'S OFFICE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Tax Assessor-Collector's Office is requesting Commissioners' Court approval to add Bruce Elfant, Travis County Tax Assessor-Collector as an authorized representative to TexPool upon assuming the office of Travis County Tax Assessor-Collector on January 1, 2013.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, Travis County Tax Assessor, Location No. 78311
(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool *Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool *Prime* account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name: Bruce Elfant Title: Tax Assessor-Collector
 Phone/Fax/Email: 512-854-9005/ 512-854-9056/ Bruce.Elfant@co.travis.tx.us
 Signature: _____

2. Name: Tina Morton Title: Chief Deputy
 Phone/Fax/Email: 512-854-9702/ 512-854-9056/ Tina.Morton@co.travis.tx.us
 Signature: _____

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED TEX – REP

3. Name: Renea Deckard Title: Associate Deputy
Phone/Fax/Email: 512-854-9632/ 512-854-9235/ Renea.Deckard@co.travis.tx.us
Signature: _____

4. Name: Joe Marshall Title: Financial Manager
Phone/Fax/Email: 512-854-9268/ 512-854-3243/ Joe.Marshall@co.travis.tx.us
Signature: _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Joe Marshall

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: Karen Doane Title: Lead Accountant
Phone/Fax/Email: 512-854-4201/ 512-854-3243/ Karen.Doane@co.travis.tx.us

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 18th day December, 2012.

NAME OF PARTICIPANT: Travis County Tax Assessor

BY: _____
Signature
Samuel T. Biscoe
Printed Name
Travis County Judge
Title

ATTEST: _____
Signature
Dana DeBeauvoir
Printed Name
Travis County Clerk
Title

This document supersedes all prior Authorized Representative designations.

Item 34



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Garry Brown 854-9386

Elected/Appointed Official/Dept. Head: Commissioner Karen Huber

Commissioners Court Sponsor: Commissioner Karen Huber

AGENDA LANGUAGE: Consider and take appropriate action on the appointment of Genny Kercheville to the Emergency Services District #1 Board of Commissioners to complete the two year term ending December 31, 2013 effective immediately.

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

Garry Brown

From: Kercheville [REDACTED]
Sent: Tuesday, December 04, 2012 11:19 AM
To: Garry Brown
Subject: Genny's resume

Genevieve (Genny) Rodgers Kercheville

Born Oct. 6, 1941 in Houston, Texas to Margaret and George H. "Buddy" Rodgers

Moved to Austin at age five and attended St. Austin's Catholic School, University Junior High and S.F. Austin High School (Class of 1959)

Graduated in 1963 from the University of Texas at Austin with a BA in History and a teacher's certificate

Taught school a total of twenty years in Houston, Dickinson, Irving, Lake Travis, Round Rock, and Leander ISD.

Retired from teaching in 2002.

Member and leadership role in Friends of Nameless School, Seton Northshore Circle, Northshore Historical and Cultural Society, and St. Mary, Our Lady of the Lake Church

Former owner of Hill Country Feed and Supply in Leander, Texas

Owner of 1260 acre Kercheville Family's Sunset Ranch off Nameless Road

Recipient in 2011 of the Family Land Heritage Award given by the State of Texas for 100 years of service to Texas agriculture by continual agricultural use of family land

Written two books on the area: *Nameless, Its People and Its History*, and *The Northshore of Lake Travis*

Married in 1967 to Richard H. "Dick" Kercheville

Children-Hollie Kercheville Worley and Brent Rodgers Kercheville

Five grandchildren

Garry, let me know if there is anything else needed that I have not included.

Thanks, Genny

Item 35



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Garry Brown 854-9386

Elected/Appointed Official/Dept. Head: Commissioner Karen Huber

Commissioners Court Sponsor: Commissioner Karen Huber

AGENDA LANGUAGE: Consider and take appropriate action on the appointment of Ro Cass to the Emergency Services District #1 Board of Commissioners to serve immediately through December 31, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

Dec. 6,2012

Hi Garry,

It was nice to chat with you this afternoon and as I haven't had a formal resume in a while I thought I would just put my information in letter form so that I can get it to you more quickly.

My name is Rosemarie (Ro) Cass. I was born in Erie Pennsylvania in May of 1947. I've been a resident of Travis County since 1976 having moved from Austin to the NorthShore in 1998. I've been married to John Cass for 45 years and have four grown daughters.

I'm a graduate of The University of Texas, BA Botany 1981. In May of 1981 I started a company called Plantscapes which I owned and managed until retiring in 1997. Plantscapes was an interior plantscaping company that provided design, installation and maintenance services in office buildings, restaurants, and hotels throughout the greater Austin area.

Throughout my life here in central Texas I have been a community volunteer . When my children were growing up I was involved in their activities as girl scout leader, swim team organization leader, drill team booster club president to name a few.

Aside from those parenting activities I have been a volunteer in several civic and charitable organizations. I've been a member of Austin Junior Forum and docent for the Caswell House from 1983 - 99 ; a docent for the Lady Bird Johnson Wildflower Center 1998 - 2000; The Seton Northshore Circle 2007 - present, currently serving as chairman of the group; The Friends of Nameless School (formerly known as Lake Travis EEA) 2002 - present, serving as VP for two years, Pres for two years and will be treasurer in 2013; The NorthShore Heritage and Cultural Society 2010 - present.

Since moving out here permanently, my volunteer activities have helped me meet the people and get familiar with my new community. I look forward to new opportunities to serve my neighbors and friends on the North Shore.

Sincerely,

Ro Cass



Item 36



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Garry Brown 854-9386

Elected/Appointed Official/Dept. Head: Commissioner Karen Huber

Commissioners Court Sponsor: Commissioner Karen Huber

AGENDA LANGUAGE: Consider and take appropriate action on the reappointment of Mike Pearson to the Emergency Services District #8 Board of Commissioners to complete the two year term ending December 31, 2013 effective immediately.

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

Item 37



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Loretta Farb/854-9230

Elected/Appointed Official/Dept. Head: Commissioner Sarah Eckhardt

Commissioners Court Sponsor: Commissioner Sarah Eckhardt

AGENDA LANGUAGE:

Consider and take appropriate action on reappointment of Dr. Tad Davis to the Board of Commissioners of Emergency Services District No. 9, for the term January 1, 2013 through December 31, 2014.

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

BROOKSIDE WOMEN'S MEDICAL CENTER, P.A.

L.L. (Tad) Davis, M.D., *Board Certified Obstetrician-Gynecologist*

November 12, 2012

Sarah Eckhardt
Travis County Commissioner, Precinct Two
PO Box 1748
Austin, Texas 78767

Dear Commissioner Eckhardt:

I hereby respectfully request reappointment as Fire Commissioner District #9 with the expectation and commitment to serving the Board for another two-year term and attending 80% or more of the monthly meetings of the Board.

I fulfill the qualifications required by this appointment and I am currently serving in this two year term expiring in December. I am a physician versed in administration, emergency medicine, and situations to which firemen are exposed. In fact, I have actual firefighting experience. In the past, I spent summers working for the Forestry Service, fighting fires in Arizona, Montana, and Idaho. During the latter part of this experience I was an Interregional Fire Fighter and was flown to different states to fight wildfires.

One of the biggest threats to Western Travis County is that it exists in the Wildland/Urban Interface. During my time as a firefighter I spent a minimum of 12 months directly experiencing the challenges of this Interface. During my time as Fire Commissioner, I worked with the City of Westlake and Travis County in the area of fire prevention particularly focusing on the Wildland/Urban Interface.

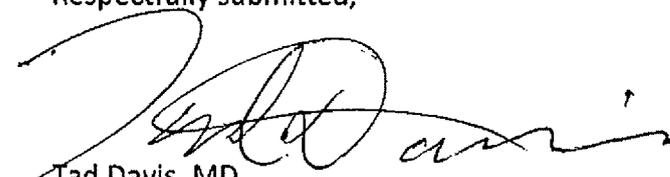
In order to promote awareness and safety, I produced, at my own expense, both a thirty second television spot and a twenty-five minute television production for Travis County. This production aired on many local stations. Though it credits Travis County and Travis county officials for their dedication, it is available for use by any state or local organization wishing to promote fire prevention and fire safety awareness in their community. I also promoted and will continue to promote the Ready, Set, Go! program

I feel I offer unique training, experience, and dedication in addition to already being acquainted with the past, current, and future needs of the Board that a new Fire Commissioner would take at least three to nine months to acquire.

I sincerely desire to be reappointed as Fire Commissioner District #9 so I may continue to deal with the unique challenges the Wildland/Urban interface presents as well as continue to promote fire safety and prevention.

Please contact me at [redacted] if you have any questions or need additional information

Respectfully submitted,



Tad Davis, MD



Application for Appointment

Board/Commission:

Name (Last, First, Middle): <p style="text-align: center; font-size: 1.2em;">Tad Davis, M.D.</p>	
Home Address (Street, City, Zip):	Home Phone:
Mailing Address (Street, City, Zip):	Cell Phone:
Employer: <p style="text-align: center; font-size: 1.2em;">Self</p>	Email:
Occupation: <p style="text-align: center; font-size: 1.2em;">Medical Doctor</p>	FAX Number:

- Are you a Travis County Resident? Yes No
- What Precinct do you live in? Precinct 1 Precinct 2
 Precinct 3 Precinct 4
- How much time can you devote each month? 5-8 hours 13-16 hours
 9-12 hours More than 16 hours

Skills and Experience:

- | | | |
|--|---|---|
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Finance/ Budget | <input type="checkbox"/> Marketing |
| <input type="checkbox"/> Administration Management | <input type="checkbox"/> Fund Raising | <input type="checkbox"/> Operations |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Government | <input type="checkbox"/> Public Relations |
| <input type="checkbox"/> Consulting | <input checked="" type="checkbox"/> Health Care | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Education | <input type="checkbox"/> Human Resources | <input type="checkbox"/> Public Speaking |
| <input type="checkbox"/> Event Planning | <input type="checkbox"/> Legal | <input type="checkbox"/> Sales |
| | | <input type="checkbox"/> Writing/ Communication |

Other: _____



Application for Appointment

Please describe your interest in serving on the Board/Commission and any qualifications, areas of expertise or special interests that relate to your possible appointment. Please specify any other board appointments (past or present) and length of service, if applicable.

Please see attached letter.

Please submit your resume with this application, with references and contact information.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: *[Handwritten Signature]*

Date: 11-12-12

CURRICULUM VITAE

L.L. "Tad" Davis, M.D.

2100
5000
2000

EDUCATION

M.D., The University of Texas Medical School at San Antonio, San Antonio, Texas, 1970

MEDICAL TRAINING

Residency, Scott and White Memorial Hospital, Department of Obstetrics and Gynecology
Texas A&M Medical School, Temple, Texas, 1971-1973

Internship, Bexar County Hospital and Robert B. Green Hospital,
The University of Texas Medical School at San Antonio, San Antonio, Texas, 1970-1971

LICENSES AND CERTIFICATIONS

State of Texas Physician's Permit, #E6021, February 2011 through February 2013

Advanced Cardiac Life Support, American Heart Association, Certified through October 2014

Healthcare Provider CPR, American Heart Association, Certified through February 2014

American Board of Obstetricians and Gynecologists, Recertification August 1997

Diplomat, American Board of Obstetricians and Gynecologists, Board Certification November 1976

PROFESSIONAL EXPERIENCE

Private Practice, Brookside Women's Medical Center, Austin, Texas, 1976 through Present

Vice Chief of Staff, South Austin Medical Center, Austin, Texas 1981

Acting Medical Director, Planned Parenthood, mid 80s

Clinical Assistant Professor, Department of Obstetrics and Gynecology, University of Texas Medical School, Houston, Texas in the early to mid 1980s

Assistant Clinical Professor, Department of Obstetrics and Gynecology, Texas A&M Medical School, early to mid 1980s

Chief of Obstetrics and Gynecology, South Austin Medical Center, Austin, Texas 1980

Medical Director, People's Community Clinic, Austin, Texas 1976-1978

Clinical Assistant Professor, Department of Obstetrics and Gynecology, University of Texas, Medical Branch at Galveston, 1973-1978

Director of Education, Brackenridge Hospital, OB/GYN CTMF – The University of Texas Medical Branch at Galveston, 1973-1975

Training and experience in general surgery, family practice and emergency medical care.

PROFESSIONAL AFFILIATIONS

Member, Travis County Medical Association

Member, Travis County Obstetric and Gynecology Society

Member, Texas Medical Association

Member and Fellow, American College of Obstetrics and Gynecologists

Member, American Association Gynecologic Laparoscopists

MEDICAL STAFF PRIVILEGES

Bailey's Square Surgical Center, 1111 W. 34th Street, Austin, Texas 78705

Brackenridge Hospital, 601 East 15th Street, Austin, Texas 78701

North Austin Medical Center, 12221 MoPac Expwy, Austin, Texas 78758

Round Rock Hospital, 2400 Round Rock Avenue, Round Rock, Texas 78681

St. David's, 1025 East 32nd Street, Austin, Texas 78705

Seton Medical Center, 1201 West 38th Street, Austin, Texas 78705

Seton Northwest Hospital, 11113 Research Blvd., Austin, Texas 78759

Seton Southwest Hospital, 7900 FM 1826, Austin, Texas 78737

South Austin Hospital, 901 W. Ben White Blvd., Austin, Texas 78704

REFERENCES

John Hogg 512.289.2198
Bill Whitehurst 512.422.2362
Jay Brim 512.328.0048

NON-CONFLICT OF INTEREST AFFIDAVIT

DEFINITION:

“No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.”

Know All Men by These Present

Tad Davis has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified to clearly state that his/her appointment to District 9 Fireboard Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this the 12th day of November 2012.

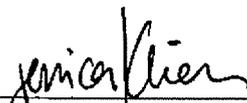

Signature of Appointee

11-12-12
Date

Personally appeared before the undersigned, Tad Davis, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 12th day of November 2012.

(seal)




Notary Public In and for The State of Texas

updated 12-13-12 at 4:40pm

Item 38



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Loretta Farb/854-9230

Elected/Appointed Official/Dept. Head: Commissioner Sarah Eckhardt

Commissioners Court Sponsor: Commissioner Sarah Eckhardt

AGENDA LANGUAGE:

Consider and take appropriate action on appointment of Peter Torgrimson to the Board of Commissioners of Emergency Services District No. 4, for the term January 1, 2013 through December 31, 2014.

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

Ms. Loretta Farb
P. O. Box 1748
Austin, TX 78767 Delivered via email to loretta.farb@co.travis.tx.us

Dear Ms. Farb,

This letter contains my application for appointment to the Emergency Services District 4 Board of Commissioners. My understanding is that there are two positions to be filled. While I am willing to serve in either position, my preference is to serve in the unfilled partial term position.

I am over 18 years of age, I am a resident of the state of Texas, I am a qualified voter in the ESD 4 service area and own land within the ESD 4 service area. I commit to serving the complete or partial term of either of the open positions. I will attend at least 80% of the regular monthly meetings of the Board. I am willing to complete the training required by Senate Bill 917.

My goals for service on the Board include:

- Effectively represent residents to ensure appropriate emergency services are delivered to the service area.
- Participate, as appropriate, as a board member in collaborative efforts with other Travis County entities to facilitate the most effective emergency services possible.

I believe my business, management and finance experience can be used on the board to benefit ESD 4.

A resume, an Application for Appointment and a Non-Conflict of Interest Affidavit are attached.

If there are any questions regarding this application, please contact me.

Sincerely,



Peter Torgrimson



Application for Appointment

Board/Commission: ESD 4 Board of Commissioners

Name (Last, First, Middle): Torgrimson, Peter	
Home Address (Street, City, Zip):	Home Phone:
Mailing Address (Street, City, Zip):	Cell Phone:
Employer: NONE	Email:
Occupation: Retired engineer	FAX Number:

Are you a Travis County Resident? Yes No

What Precinct do you live in? Precinct 1 Precinct 2
 Precinct 3 Precinct 4

How much time can you devote each month? 5-8 hours 13-16 hours
 9-12 hours More than 16 hours

Skills and Experience:

- | | | |
|---|---|--|
| <input type="checkbox"/> Advertising | <input checked="" type="checkbox"/> Finance/ Budget | <input checked="" type="checkbox"/> Marketing |
| <input checked="" type="checkbox"/> Administration Management | <input type="checkbox"/> Fund Raising | <input checked="" type="checkbox"/> Operations |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Government | <input type="checkbox"/> Public Relations |
| <input checked="" type="checkbox"/> Consulting | <input type="checkbox"/> Health Care | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Education | <input type="checkbox"/> Human Resources | <input type="checkbox"/> Public Speaking |
| <input type="checkbox"/> Event Planning | <input type="checkbox"/> Legal | <input type="checkbox"/> Sales |
| | | <input checked="" type="checkbox"/> Writing/ Communication |

Other: _____



Application for Appointment

Please describe your interest in serving on the Board/Commission and any qualifications, areas of expertise or special interests that relate to your possible appointment. Please specify any other board appointments (past or present) and length of service, if applicable.

Please see enclosed application letter and resume.

I believe my business, management and finance experience can be used on the board to benefit ESD 4.

Please submit your resume with this application, with references and contact information.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: Peter Tarquinian

Date: 12/6/2012

Peter Torgrimson

Skills & General Experience

- Extensive experience working with volunteer organizations and boards
- Extensive experience working across organizational boundaries in a team environment
- Extensive experience at achieving consensus among disparate interests.
- Experienced in working with municipal governments
- Experienced organizer and team builder

Volunteer Experience:

BCCP Citizens Advisory Committee

2008 – present

Chair (2012); Vice-Chair (2011- 2012) – City of Austin consensus appointee to the committee, representing neighborhoods.

2222 Coalition of Neighborhood Associations, Inc.

2005 – present

President (2007 – present); Member of board of directors (2005 - present) – Represents interests of seven neighborhood associations and homeowner associations in Northwest Austin comprising approximately 3,000 households; interacting with real-estate developers, City of Austin, Travis County and TxDOT.

Long Canyon Phase II & III Homeowners Association, Inc.

2005 – present

President (2006 – 2008); Secretary (2008 – 2010); Regional Affairs Coordinator (2005 – present); and member of the Board of Directors (2005 – present) – Governing board of 200-home association.

BCCP Trail Master Plan Stakeholder Committee

2008 – 2009

Served on committee which defined the procedure for approving trails to be established on tracts in the BCP.

Academic Background

MBA, Santa Clara University, 1984 (with distinction)

MSEE, Rice University, 1969

BSEE, Rice University, 1966

BA, Rice University, 1965

Professional Experience:

Applied Signal Technology, Inc.

1992 – 1998

Manager, Bit Processing Technology – Managed a small engineering group developing signal and data processing systems.

Consultant 1988 – 1992

Dual specialty in real-time systems and business planning.

Business Planning:

- Strategic planning
- New product planning
- Preparation of project plans and budgets
- Preparation of pro forma financial statements
- Business plan preparation

ArgoSystems, Inc. 1985 – 1988

Program Manager – Managed \$15 million program to develop direction-finding systems.

ALCAP Corp. 1984 – 1985

Consultant 1981 – 1984

ROLM Corp. 1977 – 1981

Probe Systems, Inc. 1974 – 1977

GTE Sylvania 1966 – 1974

NON-CONFLICT OF INTEREST AFFIDAVIT

DEFINITION:

“No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.”

Know All Men by These Present

Peter Torgrimson has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified to clearly state that his/her appointment to Emergency Services District # 4 Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this the 7 day of December 2012.

Peter Torgrimson
Signature of Appointee

12/7/2012
Date

Personally appeared before the undersigned, PETER TORGRIMSON, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 7th day of DECEMBER 2012.



Carrie M. Kim
Notary Public In and for The State of Texas

(seal)

Item 39



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Melissa Velasquez, County Judge's Office

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

APPROVE BOND RENEWALS FOR GEORGE MORALES III, CHIEF DEPUTY CONSTABLE, PRECINCT TWO AND CRAIG HOWARD, CHIEF DEPUTY CONSTABLE, PRECINCT ONE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are the Elected Officials Bonds and Bond Renewals.

STAFF RECOMMENDATIONS:

Recommend approval.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

Invoices for the bonds are paid from the Risk Management fund in HRMD.

REQUIRED AUTHORIZATIONS:

Margie Solano, Risk Management, HRMD

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

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171
(515) 243-3854 FAX

MERCHANTS BONDING COMPANY

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033
(512) 343-8363 FAX

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis

} ss.

Bond No. TX 625804

KNOW ALL PERSONS BY THESE PRESENTS:

That we, GEORGE MORALES III, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Governor of the State of Texas, his successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2009, duly Appointed to the office of Chief Deputy Constable in and for Travis County in the State of Texas, for a term beginning the 1st day of January, 2013 and ending the 31st day of December, 2016.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall "faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2012

GEORGE MORALES III Principal

GEORGE MORALES III
MERCHANTS BONDING COMPANY (Mutual)

By: Leandra Vasquez
Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

} ss.

Before me, Melissa R. Velasquez, a notary public, on this day personally appeared

GEORGE MORALES III known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

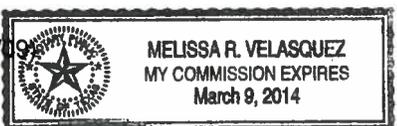
Given under my hand and seal of office, at Austin, Texas

this 12 day of December, 2012

SEAL

Melissa R. Velasquez
Travis County, Texas.

PO 0123 TX (7/19)



HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171
(515) 243-3854 FAX

MERCHANTS BONDING COMPANY

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033
(512) 343-8363 FAX

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis } ss.

Bond No. TX 625948

KNOW ALL PERSONS BY THESE PRESENTS:

That we, CRAIG HOWARD, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Governor of the State of Texas, his successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2009, duly Appointed to the office of Chief Deputy Precinct #1 in and for Travis County in the State of Texas, for a term beginning the 1st day of January, 2013 and ending the 31st day of December, 2016.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall "faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2012

CRAIG HOWARD

Principal

CRAIG HOWARD
MERCHANTS BONDING COMPANY (Mutual)

By: Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis } ss.

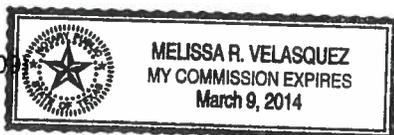
Before me, Melissa R. Velasquez, a notary public, on this day personally appeared

CRAIG HOWARD known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Austin, Texas this 13 day of December, 2012

SEAL

PO 0123 TX (7/0)



Melissa R. Velasquez
Travis County, Texas.

Item 40



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Melissa Velasquez, County Judge's Office

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

APPROVE BONDS AND BOND RENEWALS FOR THE FOLLOWING ELECTED OFFICIALS:

- A. J. ADAN BALLESTEROS, CONSTABLE, PRECINCT TWO;
- B. GREGORY MAURICE HAMILTON, TRAVIS COUNTY SHERIFF;
- C. GERALD DAUGHERTY, TRAVIS COUNTY COMMISSIONER, PRECINCT THREE;
- D. DAVID A. ESCAMILLA, TRAVIS COUNTY ATTORNEY; AND
- E. CARLOS B. LOPEZ, CONSTABLE, PRECINCT FIVE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are the Elected Officials Bonds and Bond Renewals.

STAFF RECOMMENDATIONS:

Recommend approval.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

Invoices for the bonds are paid from the Risk Management fund in HRMD.

REQUIRED AUTHORIZATIONS:

Margie Solano, Risk Management, HRMD

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

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AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

TEXAS OFFICIAL BOND AND OATH FOR CONSTABLE

THE STATE OF TEXAS

County of Travis

Bond No. TX 625843

KNOW ALL PERSONS BY THESE PRESENTS:

That we, J. ADAN BALLESTEROS, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected to the office of Constable in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2013 and expiring on the 31st day of December, 2016.

Now, therefore, if the said Principal shall faithfully perform the duties imposed by law, then this obligation to be void, otherwise to be in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2012.

J. ADAN BALLESTEROS

Principal

By: [Signature]

J. Adan Ballesteros

Merchants Bonding Company (Mutual)

By: [Signature]

Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

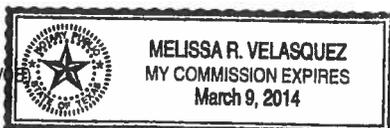
Before me, Melissa R. Velasquez, a notary public, on this day personally appeared J. Adan Ballesteros known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Austin, Texas this 11th day of December, 2012

[Signature]

Travis

County, Texas.



MERCHANTS
BONDING COMPANY

**TEXAS OFFICIAL BOND AND OATH
FOR SHERIFF**

THE STATE OF TEXAS

County of Travis

Bond No. TX 610460

KNOW ALL PERSONS BY THESE PRESENTS:

That we, GREGORY MAURICE HAMILTON, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of Thirty Thousand Dollars (\$30,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly filed to the office of Sheriff in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2013 and expiring on the 31st day of December, 2016.

Now, therefore, if the said Principal shall faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties he/she collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to him/her, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to him/her from county funds, then this obligation to be void otherwise to be in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of October, 2012

GREGORY MAURICE HAMILTON

By: [Signature] Principal

Gregory Maurice Hamilton
Merchants Bonding Company (Mutual)

By: [Signature]

Laendra Vasquez Attorney-in-Fact

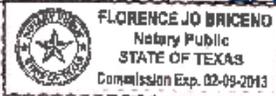
ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

Before me, Florence Jo Briceño, a notary public, on this day personally appeared Gregory Maurice Hamilton known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Travis County, Texas this 2nd day of December



Florence Jo Briceño
Travis County Texas.

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR COUNTY COMMISSIONER
PRECINCT # 3**

THE STATE OF TEXAS

County of Travis

Bond No. TX 804328

KNOW ALL PERSONS BY THESE PRESENTS:

That we, GERALD DAUGHERTY, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer of the County of Travis, State of Texas, his/her successors in office, in the sum of Three Thousand (\$3,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected to the office of County Commissioner in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2013 and expiring on the 31st day of December, 2016.

Now, therefore, if the said Principal shall faithfully perform the commissioner's official duties; and reimburse the county for all county funds illegally paid to him/her; and will not vote or consent to make a payment of county funds except for a lawful purpose, then this obligation shall be void, or otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 3rd day of December, 2012.

GERALD DAUGHERTY

Principal

By: [Signature]
Gerald Daugherty
Merchants Bonding Company (Mutual)

By: [Signature]
Carla D White Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

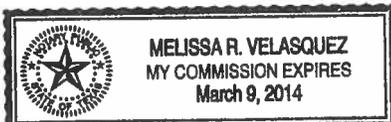
County of Travis

Before me, Melissa R. Velasquez, a notary public, on this day personally appeared Gerald Daugherty known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Austin, Texas this 12 day of December, 2012

[Signature]

Travis County, Texas.



HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171
(515) 243-3854 FAX

MERCHANTS BONDING COMPANY

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033
(512) 343-8363 FAX

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis } ss.

Bond No. TX 805592

KNOW ALL PERSONS BY THESE PRESENTS:

That we, GERALD DAUGHERTY, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Travis County Judge for the use and benefit of the County Road and Bridge Fund, his successors in office, in the sum of Three Thousand Dollars (\$3,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected to the office of County Commissioner as Ex Officio Road Commissioner in and for Travis County in the State of Texas, for a term beginning the 1st day of January, 2013 and ending the 31st day of December, 2016.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

"perform all duties required of him by law or by the Commissioners Court and account for all money or other property belonging to the county that may come into his possession."

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 3rd day of December, 2012

GERALD DAUGHERTY

Principal

GERALD DAUGHERTY
MERCHANTS BONDING COMPANY (Mutual)

By: Carla D. White
Carla D White Attorney-In-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

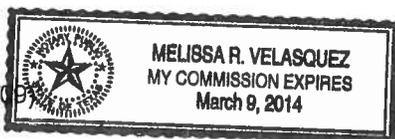
County of Travis } ss.

Before me, Melissa R. Velasquez, a notary public, on this day personally appeared

GERALD DAUGHERTY known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Austin, Texas
this 12 day of December, 2012

SEAL



PO 0123 TX (7/09)

Melissa R. Velasquez
Travis County, Texas.

HOME OFFICE
2100 FLEUR DRIVE
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(515) 243-8171
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AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR COUNTY ATTORNEY**

THE STATE OF TEXAS

County of Travis

Bond No. TX 577707

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DAVID A ESCAMILLA, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of Two Thousand Five Hundred (\$2,500.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected to the office of County Attorney in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2013 and expires on the 31st day of December, 2016.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall faithfully pay over in the manner prescribed by law all money that he/she collects or receives for any county or the state, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2012.

DAVID A ESCAMILLA
Principal

By: [Signature]
David A Escamilla
Merchants Bonding Company (Mutual)

By: [Signature]
Carla D White, Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

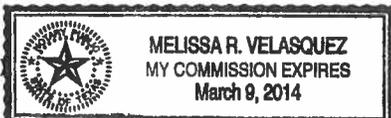
THE STATE OF TEXAS

County of Travis

Before me, Melissa R. Velasquez, a notary public, on this day personally appeared David A Escamilla known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Austin, Texas
this 12 day of December, 2012.

[Signature]
Travis County, Texas.



HOME OFFICE
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DES MOINES, IOWA 50321-1158
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AUSTIN OFFICE
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AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

TEXAS OFFICIAL BOND AND OATH FOR CONSTABLE

THE STATE OF TEXAS

County of Travis

Bond No. TX 804327

KNOW ALL PERSONS BY THESE PRESENTS:

That we, CARLOS B LOPEZ, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected to the office of Constable in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2013 and expiring on the 31st day of December, 2016.

Now, therefore, if the said Principal shall faithfully perform the duties imposed by law, then this obligation to be void, otherwise to be in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 3rd day of December, 2012.

CARLOS B LOPEZ

Principal

By: Carlos B Lopez

Merchants Bonding Company (Mutual)

By: Carla D White
Carla D White Attorney-in-Fact

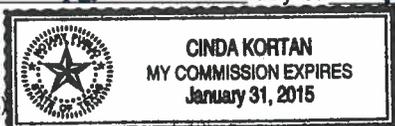
ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

Before me, Cinda Kortan, a notary public, on this day personally appeared Carlos B Lopez known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 3:30 pm
this 12th day of December, 2012.



Cinda Kortan
Travis County, Texas.

Item 41

(9.206 - 9.250 reserved for expansion)

Subchapter D. The Grievance Process

9.251 Purpose

It is the intent of the Commissioners Court to allow both employees and management to resolve employee conflict internally, using the most expeditious and fairest manner possible.

9.252 Eligibility

With the exception of employees-at-will, regular employees may use this Grievance Process. A regular employee is an employee who is:

- (1) Hired without a limit to the duration of his or her employment, and
- (2) Eligible for employee benefits.

9.253 Grievable Personnel Actions

An employee may file a grievance on one or more of the following grounds:

- (1) Termination of employment,
- (2) Demotion, or
- (3) Suspension without pay.

9.254 Time Limits for Filing

- (a) An employee who wants to file a grievance must file it with the HRMD director within five (5) working days after being notified of a grievable action.
- (b) If an employee fails to meet the filing time limits, he or she loses his or her rights to use the grievance system unless the HRMD director determines that it was beyond the reasonable control of the employee to file timely.

9.255 Grievance Resolution Procedures

- (a) An employee may obtain the appropriate form to file a grievance from HRMD.
- (b) The HRMD director should make a preliminary determination whether the grievance relates to a grievable personnel action and whether the employee is eligible to use the grievance process. Within five (5) working days after receipt of the grievance, the HRMD director informs the person grieving and the persons grieved against of his or her findings in writing. The person grieving may discuss an adverse finding with the HRMD director.

- (c) After a written finding that the grievance states a grievable personnel action, the HRMD director sets a hearing date and arranges for five (5) persons to be the grievance panelists. He or she sends written notice of the date of the hearing and a copy of the grievance to all involved persons at least 15 working days before the date of the hearing.
- (d) All hearings are limited to five (5) hours on any work day with each side having 90 minutes to present his or her argument, evidence, and testimony. Grievance hearings are not judicial in nature and, therefore, rules of a court of law do not apply. The Texas Rules of Evidence are not necessarily applied in grievance hearings but presentations, evidence, and testimony should be relevant. The meetings of the panel should be conducted according to the parliamentary procedures in the current edition of Robert's Rules of Order. For a copy of grievance procedures, contact HRMD.
- (e) Loud or abusive language by any of the participants in the formal hearing process is not allowed and is grounds for removal from the hearing.
- (f) The person grieving and the person grieved against are each allowed to present documentary evidence and the testimony of witnesses at the hearing. A list of witnesses and nine (9) copies of documentary evidence should be delivered to HRMD ten (10) working days before the hearing. On the next working day, HRMD should deliver the packets to panel members, the person grieving and person grieved against. Other witnesses and documents should not be admitted.
- (g) Any person grieving or any person grieved against in a grievance should be allowed to ask all witnesses against him or her questions within the appropriate time limit.
- (h) The HRMD director or his or her designee should serve as an advisor to the panel on County policies, but does not have a vote in the panel's ultimate decision.
- (i) The formal hearing is recorded to assist the grievance panel in its deliberation and for record-keeping purposes.
- (j) The grievance panel may only uphold or overturn the department's disciplinary action. A session for discussion and deliberation by the grievance panel is held to arrive at a decision. If necessary, the deliberations may be concluded on the next working day. All panel deliberations, decisions, and hearing materials remain confidential subject to the limits of the Texas Public Information Act and the discovery process in litigation. The decision is mailed within five (5) working days to the person grieving and the persons grieved against or their representatives.
- (k) If employed by the Commissioners Court, the persons on either side of the grievance may appeal the decision of the panel within ten (10) working days after the decision. This appeal is to the Commissioners Court.

- (1) Any person who wants to appeal must submit additional documentation within the applicable allowed time or lose the right to provide any additional information for the appeal process. Deadlines for the appeal process are calculated from the date of the previous deadline.
 - (2) The person appealing shall provide nine (9) copies of any additional documentary evidence to be considered by Commissioners Court. This information must be delivered to HRMD within ten (10) working days after receipt of written acknowledgement from HRMD that an appeal has been received.
 - (3) HRMD provides a copy of the submission of the person appealing to the person in whose favor the panel decided. That person has ten (10) working days after receipt of the submission to provide nine (9) copies of any response to HRMD.
 - (4) HRMD provides a copy of the response from the person in whose favor the panel decided to the person appealing and allows three (3) working days for the person appealing to provide nine (9) copies of any reply to the response of the person in whose favor the panel decided.
 - (5) Within five (5) working days of the receipt of the response of the person appealing, HRMD forwards the following documentation to the person appealing, the person in whose favor the panel decided, and the ~~Commissioners Court~~:
 - (A) The additional information provided under the appeal process,
 - (B) The documentation provided at the Grievance Panel hearing,
 - (C) The Grievance Panel's decision, and
 - (D) The official recording of the grievance hearing.
 - (6) HRMD, in consultation with the Commissioners Court, sets the appeal from the Grievance Panel's decision for hearing on the first date on which the person appealing and the person in whose favor the panel decided are available, usually within 30 days after the documentation for the appeal has been forwarded.
 - ***** (7) At the appeal hearing, each person is allowed 30 minutes to make a ******* presentation to Commissioners Court.
 - (8) All information to be considered by the Commissioners Court must be received within the stated time frames.
- (I) If employed by an Elected Official who has adopted these policies in writing, the persons on either side of the grievance may appeal the decision of the panel within ten (10) working days after the decision. This appeal is to the person designated by the Elected Official at the time these policies were adopted. If no designation was made, this appeal is to the Commissioners Court. With the Elected Official's

designee substituted for the Commissioners Court, the appeal steps for persons employed by the Commissioners Court apply.

- (m) The vacant position created by a termination of employment should not be filled until the grievance and the appeal processes are complete. Positions may be posted and filled upon approval by the Commissioners Court after review by the County Attorney's Office.

9.256 Anti-Retaliation Provision

No employee should be discriminated, harassed, or retaliated against as a result of filing a grievance or participating in the grievance process.

9.257 Non-Grievable Personnel Actions

An employee may submit a complaint to the HRMD director about personnel actions that are not listed as grievable. That director should review the complaint, determine whether there is legitimate reason for dissatisfaction by the employee, and may, in consultation with the affected employee's executive manager, take appropriate actions based on the nature of the complaint.

9.258 Purpose of Grievance Panel

The purpose of the Grievance Panel is to ensure that employee grievances are given prompt and fair consideration.

9.259 Term of Membership on Panel

A Grievance Panel serves a term of two (2) years.

9.260 Composition of Panel

- (a) The Grievance Panel consists of a pool of 18 members – six (6) management and 12 non-management – and reflects the diversity of employees at the County. From this pool, five (5) members are selected to serve for each grievance hearing.
- (b) The following positions or departments are to be excluded from membership on the Grievance Panel because of their status with respect to the Commissioners Court:
 - (1) Elected or Appointed Officials, department heads, executive managers, and positions that report directly to the Commissioners Court;
 - (2) Staff to members of the Commissioners Court;
 - (3) Staff to the Executive Manager, Administrative Operations;

Item 42



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Tim Labadie 854.5864

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Ahkeem Williams. Executive Session also pursuant to Tex. Gov't Code § 551.071(1)(B).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Danny Hobby 854.9367

Item 43



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

Prepared By/Phone Number: Peter Einhorn, 854-9229

Department Head: Leslie Browder, County Executive-PBO and Diane Poirot, Director-HRMD

Commissioners Court Sponsor: Sarah Eckhardt, Precinct 2

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON OPINION REQUEST (RQ-1097-GA) REGARDING THE CONSTITUTIONALITY OF PROVIDING DOMESTIC PARTNER BENEFITS SUBMITTED TO THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS.

(THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

1. ATTORNEY GENERAL OPINION REQUEST RQ-1097-GA
2. TRAVIS COUNTY BENEFITS GUIDE FOR FY 2013

STAFF RECOMMENDATIONS:

None

ISSUES AND OPPORTUNITIES:

REQUIRED AUTHORIZATIONS:

Commissioner Sarah Eckhardt



RECEIVED

NOV 02 2012

The Senate of
The State of Texas

OPINION COMMITTEE

FILE # ML-47165-12
I.D. # 47165

DAN PATRICK

Senator ★ District 7

Harris County

Bunker Hill Village

Hedwig Village

Hillshire Village

Houston

Humble

Hunters Creek Village

Jersey Village

Katy

Piney Point Village

Spring

Spring Valley

Tomball

Waller

November 2, 2012

RQ-1097-GA

The Honorable Greg Abbott
Attorney General of Texas
Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711-2548

Re: Request for Attorney General Opinion to determine whether the Texas Constitution precludes the ability of local political subdivisions from recognizing domestic partnerships by granting benefits previously only available to married couples.

Dear General Abbott:

During the 78th Texas Legislature (2005), House Joint Resolution 6 was passed by the Texas House and Senate, signed by the Governor and ratified by 76 percent of Texas voters in 2005 as Proposition 2. It was incorporated in the Texas Constitution as Article 1, Section 32 as follows:

MARRIAGE. (a) Marriage in this state shall consist only of the union of one man and one woman.

(b) This state or a political subdivision of this state may not create or recognize any legal status identical or similar to marriage. (Added Nov. 8, 2005.) (emphasis added)

It is widely accepted that the purpose of this provision, referred to as the "Texas Marriage Amendment," is to protect marriage as defined, defend the public value and benefits of marriage and prohibit legal recognition of and government benefits based on any other relationships "similar to marriage" such as civil unions and domestic partnerships. It is clear to me that all political subdivisions of the state, including counties, cities and school districts in Texas are bound to follow this Texas Constitutional provision.

Unfortunately, the plain language and clear legislative intent is either being ignored by a growing number of local governmental entities or these entities don't believe this Texas Constitutional provision applies to their decisions. The

COMMITTEES:

Vice-Chairman
Education

Finance

Criminal Justice

Health and Human Services

Intergovernmental Relations

Subcommittee on Flooding and
Evacuations

CAPITOL OFFICE

State Capitol, Room 35.3
Post Office Box 12068
Austin, Texas 78711
(512) 463-0107
Fax: (512) 463-8810

DISTRICT OFFICE

11451 Katy Freeway
Suite 209
Houston, Texas 77079
(713) 464-0282
Fax: (713) 461-0108

following governmental entities are just a sample of those who offer some form of insurance benefits to domestic partnerships and/or same sex couples as part of their insurance benefits programs: El Paso County, Travis County, City of Fort Worth, City of Austin, City of San Antonio, and the City of El Paso. Most of these decisions occurred after the effective date of the Texas Marriage Amendment. Additionally, Pflugerville Independent School District recently became the first Texas school district to offer insurance benefits to domestic partnerships. The fact that there is a statewide campaign seeking insurance benefits for domestic partnerships and/or same sex couples is confirmed by the fact that activists recently pushed for a ballot referendum on this issue in Houston.

Thus, it is my belief that this issue is ripe for your office to review and eliminate any doubt about the correct interpretation and application of Art. 1, § 32 of the Texas Constitution. The Texas Legislature worked very hard on this important standard and the Texas voters spoke very loud and clear on this issue at the ballot box. The will and respect of the people of Texas is being trampled and I cannot sit by and watch this any longer.

Accordingly, I submit to your office the following Attorney General Opinion request:

Does Art. 1, § 32 of the Texas Constitution that defines marriage as one man and one woman and prohibits government recognition of any legal status identical or similar to marriage preclude political subdivisions of Texas from providing so-called domestic partnership benefits to their employees?

Thank you for your assistance with this matter and please feel free to contact my office for further information.

May God bless,

A handwritten signature in black ink, appearing to read "Dan Farthing". The signature is written in a cursive, flowing style with a large initial "D".

Travis County

Employee Benefits Guide

FY 13

October 1, 2012 – September 30, 2013

Important Information About Your Benefits

Medical – Dental – Vision – Life Insurance – Disability – FSA – Wellness – Retirement

July 1, 2012

Dear Benefits Participant,

One of the most valuable rewards that Travis County employees enjoy is our comprehensive benefits package, which includes health and welfare plans, retirement plans, development opportunities, paid time off, and wellness initiatives. Because Travis County has a large array of benefit and development opportunities, the Human Resources Management Department created this Benefits Guide as a resource for you to use.

This booklet is designed for you to take home and keep for the 2013 fiscal year. It provides detailed information about a wide variety of our benefits, in easy to understand terms and in one convenient location. This guide is current with the Benefit Plans for fiscal year 2013 at the time of its printing. Should benefit(s) change over the course of the fiscal year, the book will be updated in its on-line format on Travis Central.

This booklet is not intended to supplant or override the policies and plan documents which govern our various benefit plans. If you need additional or more detailed information about any of your Travis County benefits, please contact the Human Resources Management Department at 512.854.9165. We are here to serve you.

With warm regards,

A handwritten signature in blue ink that reads "Diane Poirot". The signature is written in a cursive style with a long horizontal stroke at the end.

Diane Poirot
Director, Human Resources Management Department

INTRODUCTION

This guide is designed to help you understand and utilize the benefit options available to you as an employee of Travis County and provide you with the information needed to select and manage your benefit elections for the 2013 benefit plan year. In this valuable resource guide you will find benefit summaries, eligibility requirements, costs, contact numbers and addresses as well as other general information.

HOW TO USE THIS GUIDE

The benefit guide is divided into sections, each covering a specific benefit program. It is very important that you review this guide so you can fully understand the benefit programs available to you. This guide can be used to help make your benefit elections during your initial enrollment, consider benefit changes during the benefit plan year as well as a resource for considering upcoming benefit changes during Open Enrollment. Along with this guide the Human Resources Management Department has also posted benefit related information on Travis County intranet web site (<http://traviscentral>).

The information in this guide is intended to summarize the benefits offered in language that is clear and easy to understand. Every effort has been made to ensure that this information is accurate. It is not intended to replace the legal plan document or contract which contains the complete provisions of a program. In case of any discrepancy between this guide and the legal plan document or contract, the legal plan document or contract will govern in all cases. An employee may review the legal plan document or contract upon request.

KEY CHANGES FOR FY 13

Travis County Health Plans

- Changes to the Deductibles, some Co-pays, and Out-of-Pocket Maximums for the Health Plans (highlighted on pages 7-10)
- Increases to the Employees' Monthly Contribution to the Health Plan (highlighted on page 14)

Travis County Dental Plans

- A 4% increase in contribution rates for two of the Dental Plans (highlighted on page 17)

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BENEFIT CONTACT INFORMATION

Travis County Human Resources Management Department

700 Lavaca Street, Suite 420
Austin, TX 78701

512.854.0404 (Benefit Line)
512.854.9165 (Main HR Line)
512-854-6677 (Benefit Fax Line)

Online Benefit Information: <http://traviscentral>

Contact the plans directly during normal business hours for ID cards, claims, benefits, and coverage information.

Travis County Health Insurance Plans

Administered by: United Healthcare
Group #: 701254
P.O. Box 30555
Salt Lake City, UT 84130-0555
866.649.4873 (Consumers)
866-747-0048 (Retiree Billing Questions)
<http://www.myuhc.com>

United Healthcare Vision Plan
800.638.3120
<http://www.myuhcvision.com>

Dental Plans

Administered by: Assurant Dental
Group #: 5451628
P.O. Box 2940
Clinton, IA 52733-2940
877.743.1454
<http://www.assurantemployeebenefits.com>

Local Assurant Representative

Teresa Ramirez
512.382.4741
Email: teresa.ramirez@assurant.com

Flexible Spending Accounts

Administered by: FBMC
P.O. Box 1878
Tallahassee, FL 32302-1878
800.865.FBMC (3262)
866.836.9914 (Customer Care)
866.440.7145 (Fax)
<http://www.myFBMC.com>

Basic Life Insurance

Administered by: UNUM
Group #: 560725 (Basic)
2211 Congress Street
Portland, Maine 04122
<http://www.unum.com>

Supplemental Life and AD&D Insurance

Administered by: CIGNA
Active Policy #: FLX 964188
Active AD&D Policy #: OK 965800
Retiree Policy #: FLX 964189
1601 Chestnut Street
Philadelphia, PA 19192
800.36.CIGNA (800.362.4462)
<http://www.cigna.com>

Short Term and Long Term Disability

Administered by: CIGNA
STD Policy #: VDT 960952
LTD Policy #: VDT 960953
1601 Chestnut Street
Philadelphia, PA 19192
800.36.CIGNA (800.362.4462)
<http://www.cigna.com>

Personal Accident Insurance (AD&D)

Administered by: CIGNA
Group #: OK960892
1601 Chestnut Street
Philadelphia, PA 19192
800.36.CIGNA (800.362.4462)
<http://www.cigna.com>

Texas County & District Retirement System (TCDRS)

P.O. Box 2034
Austin, TX 78768-2034
800.823.7782
<http://www.tcdrs.org>

Deferred Compensation Plan (457b)

Administered by: Great West Financial
Wells Fargo Bank Building
400 W 15th Street # 317
Austin, TX 78701-1641
800.701.8255
866.613.6189
<http://www.gwrs.com>

Local Great West Financial Representative

Mary Sharp or Chara Green
512.457.9240

EMPLOYEE ELIGIBILITY

As a County employee, benefits are available to you based on your employment status. The following benefits are available to County employees;

Regular Employee

If you are in a regular budgeted position you are considered eligible to participate in:

- Travis County Health Insurance
 - Includes Travis County Wellness Clinic
- Dental Insurance
- Vision Insurance
- County Retirement Program through TCDRS (mandatory enrollment)
- Basic Life and AD&D Insurance
- Supplemental Life and AD&D Insurance
- Supplemental Dependent Life Insurance
- Supplemental Spouse Life Insurance
- CIGNA Personal Accident Insurance
- Flexible Spending Accounts (Medical & Dependent Care)
- Long Term Disability
- Short Term Disability
- Deferred Compensation Plan (457)
- Employee Assistance Plan
- Travis County Wellness Programs
- Qualified Transportation Benefit
- Worker's Compensation
- Long Term Care Insurance

Temporary Employee

If you are a temporary employee with an assignment 6 months or longer, you are considered eligible to participate in:

- County Retirement Program through TCDRS (mandatory enrollment)
- Deferred Compensation Plan (457)
- Employee Assistance Plan
- Travis County Wellness Programs
- Worker's Compensation

DEPENDENT ELIGIBILITY

Legal Spouse

Defined as a spouse of the opposite sex who is legally married to the employee. This includes the eligible surviving legal spouse of a deceased Travis County retiree. An Employee may only cover one adult as a dependent.

Common Law Spouse

Defined as a spouse of the opposite sex who has provided a copy of a completed and filed Declaration and Registration of an Informal Marriage for the State of Texas. This includes the eligible surviving legal spouse of a deceased Travis County retiree. An Employee may only cover one adult as a dependent.

Domestic Partner (same or opposite sex) of an eligible employee

Defined as a person who shares the same permanent residence and the common necessities of life; and has provided the Plan Sponsor with a completed online Certificate of Domestic Partnership form that includes the names and any required information for any unmarried eligible children of the domestic partner for whom coverage is sought. A Domestic Partner or a Domestic Partner's child is not eligible for COBRA. An Employee may only cover one adult as a dependent.

Sponsored Dependent of an Eligible Employee

Defined for the purposes of this plan as:

Related by blood to the employee (such as over-age dependent child, or an unmarried parent of employee) and

- Is at least 18 years old; and
- Is unmarried by either formal marriage or common law; and

- Is not related to the eligible employee by marriage; and
- Is not employed by Travis County or the eligible employee; and
- Is not in active service in the armed forces; and
- Has been living with the eligible employee for at least six consecutive months, before applying for coverage, and
- Is currently living with the eligible employee; and
- Shares the same permanent residence and the common necessities of life ; and
- Completion of online Sponsored Dependent form

A Domestic Partner is not eligible for COBRA. An Employee may only cover one other adult as a dependent.

Child of Eligible Employee/Spouse/Domestic Partner

Child includes any of the following:

- A natural child (child of the employee);
- A legally adopted child or a child placed in the home for adoption;
- Any other child who is mainly dependent on the employee for care and support and for whom a completed guardianship document has been obtained;
- A child for whom the employee/spouse/Domestic Partner is the legal guardian;
- A child for whom the employee /spouse/Domestic Partner is required by a qualified medical child support order (QMCSO) or court order to provide coverage.

Eligible age is from birth through age 25. Qualifying disabled children are allowed to be covered at any age. Please see the Summary Plan Document for the complete list of eligible dependents.

DEPENDENT DOCUMENTATION

The addition of any dependent to the Travis County Health Plan requires certification by Employee that the dependent information is true and correct. Any false information may result in loss of coverage of the dependent in question and the requirement to reimburse the plan for any claims paid on an ineligible dependent. The following are the documentation requirements for each category of dependent. The documentation must be presented before enrollment.

- Spouse (formal ceremony): Marriage certificate.
- Spouse (common-law): Copy of filed Declaration and Registration of Informal Marriage
- Domestic Partner (same or opposite sex): Birth Certificate or Driver's License and Completion of online Certificate of Domestic Partnership form.
- Child (natural child of Participant): Birth Certificate
- Child (natural child of Participant's spouse): Birth Certificate and Marriage Certificate.
- Child (natural child of Participant's Domestic Partner): Completion of the Certificate of Domestic Partnership and Birth Certificate.
- Child (legal adoption): Final order of adoption showing Participant as child's parent.
- Child (legally adopted child of Participant's Spouse): Final order of adoption showing Participant's Spouse as child's parent and Marriage Certificate or Declaration and Registration of Informal Marriage for Participant and Spouse
- Child (legally adopted child of Participant's Domestic Partner): Final order of adoption of child showing participant's domestic partner as child's parent and completion of Certificate of Domestic Partnership.
- Sponsored Dependent: Birth Certificate(s) verifying relationship and age and completion of online Certificate of Sponsored Dependent.
- Child with Handicap or Disability: Supporting medical documentation

ENROLLMENT

The Travis County Benefit Plan Year begins on October 1st of each year and continues through September 30th of the following calendar year. As an employee you are allowed to make elections and/or changes during certain enrollment periods. Your first opportunity to enroll in benefit coverage is during your Initial Enrollment period which lasts for 31 days. Once you are past your Initial Enrollment period you can enroll or make changes only if you have an approved Qualified Life Event (QLE) or during the Open Enrollment period. Please review the additional information in the following sections regarding the enrollment periods.

Initial Enrollment

As a new employee of Travis County, regular employees will be eligible for most group insurance benefits on the first of the month following 30 days of benefit-eligible employment. New employees will be given an initial enrollment period of 31 days to make benefit election decisions for the remaining of the benefit plan year. During this time employees are allowed to make, add, delete or change benefit elections. Any requests for enrollment in benefits or changes to benefit elections made after the initial enrollment period or outside of the Open Enrollment period, must follow IRS Qualifying Event and/or HIPAA Special Enrollment rules.

Enrollment will be conducted during New Hire Orientation. The following benefits are available to new employees on the first of the month following 30 days of employment:

- Travis County Health Insurance
- Dental Insurance
- Vision Insurance
- Basic Life and AD&D Insurance
- Supplemental Life and AD&D Insurance
- Supplemental Dependent Life Insurance
- Supplemental Spouse/Domestic Partner Life Insurance
- Personal Accident Insurance
- Flexible Spending Accounts (Medical & Dependent Care)

For eligibility and enrollment requirements for the other available benefit programs listed in this guide please view the related section.

Open Enrollment

Travis County offers benefit eligible employees an Open Enrollment period each year to review their current benefits and make elections for the upcoming benefit plan year. Since the benefit plan year starts the October 1st of each year the Human Resources Management Department will typically conduct the Open Enrollment period in the month of July and August. During Open Enrollment you are allowed to add, remove or change the following benefits:

- Travis County Health Insurance
- Dental Insurance
- Vision Insurance
- Basic Life and AD&D Insurance
- Supplemental Life and AD&D Insurance
- Supplemental Dependent Life Insurance
- Supplemental Spouse/Domestic Partner Life Insurance
- Personal Accident Insurance
- Flexible Spending Accounts (Medical & Dependent Care)

Changes to life insurance beneficiaries and participation in the 457 Deferred Compensation plan may be changed at any time during the year. Open Enrollment for Long Term Care insurance is February 1st of each year and employees are allowed to enroll in guaranteed issued amounts. Outside of Open Enrollment, employees may enroll in Long Term Care Insurance at any time if an Evidence of Insurability is completed and approved by the carrier.

Adjust Before Taxes (ABT)

IRS Section 125 guidelines allow you to enroll in a Health, Dental, and/or Vision plan and have your premiums Adjusted Before Taxes (ABT). Choosing ABT during your insurance enrollment period means your salary is reduced by an amount equal to the employee contribution for your health, dental and/or vision coverage you have selected and in exchange the County agrees to make these contributions for you. Therefore, your taxable income is decreased by the amount of your contribution for premiums. ABT applies only to contributions for premiums for Health, Dental, Vision and the 1st \$50,000 of supplemental life insurance. Domestic partners and sponsored dependent premiums are not eligible for ABT. By choosing ABT, your ability to make certain changes to your benefit elections during the plan year must be in accordance with the IRS Qualifying Life Event guidelines as described in the next section.

Benefit Changes During the Plan Year

The IRS requires that benefits paid with pre-tax contributions stay in effect through the full plan year. Therefore, once made, you cannot change your election unless you have a Qualifying Life Event (QLE). A complete list of what the IRS considers a qualifying event is listed in your SPD, but in general, they include:

- Changes in your marital status: marriage, divorce, annulment, death of spouse
- Changes in dependent status: birth, adoption, placement for adoption, death, or dependent eligibility status due to age, marriage, or student status
- Changes in your employment status or work schedule that affect benefits eligibility
- Changes in your spouse's benefits coverage or eligibility
- Changes in a permanent residence that result in different available plan options.

Note that any change in coverage must be consistent with the life status change. You have 31 days from the qualifying event to change your coverage election.

The Special Enrollment Rights under HIPAA allows for mid-year enrollment if you decline enrollment now because of other health insurance or group health plan coverage and then you and your dependents lose eligibility for that other coverage (or if the employer stops contributing towards your other coverage). In addition, if you have a new dependent (as a result of marriage, birth, adoption or placement for adoption) you may be able to enroll yourself and your dependents.

You must request special enrollment within 31 days after the marriage, birth, adoption or placement for adoption.

If you experience a Qualifying Life Event please consult with the Human Resources Management Department within 31 days to determine whether or not the life event you are experiencing qualifies under the regulations for the effective date, for the change and for the documentation required to process the change.

You may only make changes your Health, Dental, Vision, Dependent Life, Spouse Life and/or Flex Account benefit elections during the benefit plan year if you experience a Qualified Life Event (QLE).

TRAVIS COUNTY HEALTH INSURANCE

Travis County offers all Regular Employees a choice of three self-insured Health Insurance Plans to choose from. The three plans are administered by UnitedHealthcare and have varying levels coverage and premium cost. Below are some key terms that will help you understand the coverage levels described in the following sections.

Co-pay - The copayment or co-pay is a dollar amount defined in the insurance plan and paid by the insured person each time certain medical services are accessed. Copayments are not applied to the deductible or calendar year out-of-pocket maximums.

Co-insurance - Coinsurance is the percentage of covered expenses paid by you each year after you meet your deductible (20% coinsurance means that you pay 20% of the expenses).

Deductible - The amount of money a patient or family must pay before costs (or percentages of costs) are covered by the health plan or insurance company per year.

Open Access - An Open Access plan allows participants to see a Specialist without a referral from their Primary Care Physician. All three Health plan options are considered Open Access.

Maximum Allowable Charge - On any given procedure, this is the maximum allowed amount that will be considered for coverage. Participants may be billed for amounts over the MAC, if utilizing a non-preferred provider

Please review the following coverage information to determine which plan may offer the best level of coverage for you and your family.

EPO Plan (In-Network Only)

This plan has the lowest deductible, the lowest member co-insurance responsibility (in most cases 0%) and the lowest out-of-pocket maximum. You must, however, use a physician within the UHC (United Health Care) Choice Plan Network. If you use a physician outside of the Choice Network, it will **not** be covered.

PPO Plan (In- and Out-of-Network)

This is the only plan that offers both in-network and out-of-network coverage. It is important to understand that while you can access care from any doctor, if you use an Choice Plus PPO network doctor your benefit will be much greater and your out-of-pocket will be much less. The in-network deductible and co-insurance responsibility are higher than the EPO plan but lower than the Co-Insured EPO.

Co-Insured EPO Plan (In-Network Only)

This plan has the highest deductible, co-insurance responsibility and out-of-pocket maximum of the three plans but has the lowest monthly premiums. The office-visit co-pays for primary care and specialists are also the lowest of the three plans. You must use a physician within the UHC (United Health Care) Choice Plan Network. If you use a physician outside of the Choice Network, it will **not** be covered.

Do you Know The Right Questions to Ask Your Doctor?

- 1. What is the test for?*
- 2. How many times have you done this procedure?*
- 3. When will I get the results?*
- 4. Why do I need this treatment?*
- 5. Are there any alternatives?*
- 6. What are the possible complications?*
- 7. Which hospital is best for my needs?*
- 8. How do you spell the name of that drug?*
- 9. Are there any side effects?*
- 10. Will this medicine interact with medicines that I'm already taking?*

For these and other recommended questions please visit

<http://www.ahrq.gov/questionsaretheans>

Travis County Health Plan Comparison

	EPO	PPO		Co-Insured EPO
	<i>In-Network Only</i>	<i>In-Network PPO</i>	<i>Out-of-Network</i>	<i>In-Network Only</i>
Deductible	\$200/individual Total is not to exceed \$200 per person for a total of 2.5 Covered Persons in a Family	\$400/ individual Total is not to exceed \$400 per person for a total of 2.5 Covered Persons in a Family	\$1000/individual Total is not to exceed \$1000 per person for a total of 2.5 Covered Persons in a Family	\$600/individual Total is not to exceed \$600 per person for a total of 2.5 Covered Persons in a Family
Co-Insurance	Plan Pays 100% Member Pays 0%	Plan Pays 90% Member Pays 10%	Plan Pays 70% Member Pays 30%	Plan Pays 80% Member Pays 20%
Out-of-Pocket Maximum	\$1,000 Individual None Family	\$2,500 Individual \$5,000 Family	\$3,500 Individual \$7,500 Family	\$2,500 Individual \$5,000 Family
1. Ambulance Services - Emergency only Ground transportation or Air Transportation	\$100 Co-pay	\$100 Co-pay	\$100 Co-pay	\$100 Co-pay
2. Durable Medical Equipment	*0% of Eligible Expenses *Prior notification is required for retail cost over \$1,000.	*0% of Eligible Expenses *Prior notification is required for retail cost over \$1,000.	Ded+Coinsurance *Prior notification is required for retail cost over \$1,000.	*0% of Eligible Expenses *Prior notification is required for retail cost over \$1,000.
3. Emergency Services- ER Facility	\$125 per visit	\$125 per visit	\$125 per visit	\$125 per visit
4. Eye Examinations Refractive eye examinations are limited to one every calendar year from a Network Provider.	\$30 per visit for a PCP, \$45 per visit for a Specialist. No benefit for lenses or frames.	\$25 per visit for a PCP, \$40 per visit for a Specialist. No benefit for lenses or frames.	Not Covered	\$20 per visit for a PCP, \$35 per visit for a Specialist. No benefit for lenses or frames.
5. Home Health Care Services provided in the home by an RN, LPN or contracted therapist	*0% of Eligible Expenses *Prior notification is required	*0% of Eligible Expenses *Prior notification is required	Ded+Coinsurance *Prior notification is required	*0% of Eligible Expenses *Prior notification is required
6. Hospice Care	*0% of Eligible Expenses *Prior notification is required	*0% of Eligible Expenses *Prior notification is required	Ded+Coinsurance **Prior notification is required	*0% of Eligible Expenses *Prior notification is required
7. Hospital - Inpatient Stay	\$100 co-pay per day up to 4 days confinement, then Deductible (\$1,000 annual co-pay maximum)	\$100 co-pay per day up to 3 days confinement, then Ded+Coinsurance (\$1,000 annual co-pay maximum)	*\$125 co-pay per day up to 3 days confinement, then Ded+Coinsurance (\$1,000 annual co-pay maximum)	\$100 co-pay per day up to 2 days confinement, then Ded+Coinsurance (\$1,000 annual co-pay maximum)

	EPO	PPO		Co-Insured EPO
	<i>In-Network Only</i>	<i>In-Network PPO</i>	<i>Out-of-Network</i>	<i>In-Network Only</i>
8. Allergy Services in a Physician's Office (no co-pay applies to injections or serum)	\$30 per visit for a PCP, \$45 per visit for a Specialist. (Allergists are considered as primary care)	\$25 per visit for a PCP, \$40 per visit for a Specialist. (Allergists are considered as primary care)	Ded+Coinsurance	\$20 per visit for a PCP, \$35 per visit for a Specialist. (Allergists are considered as primary care)
9. Maternity Services	Same as 7, 11 & 12 No Copayment applies to Physician office visits for prenatal care after the first visit.	Same as 7, 11 & 12 No Copayment applies to Physician office visits for prenatal care after the first visit.	Same as &, 11 & 12 *Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.	Same as 7, 11 & 12 No Copayment applies to Physician office visits for prenatal care after the first visit.
10. Outpatient Surgery, Diagnostic and Therapeutic Services				
Outpatient Surgery	\$100 per visit copay	Ded+Coinsurance Same as 12 if performed as a part of an office visit	Ded+Coinsurance	Ded+Coinsurance Same as 12 if performed as a part of an office visit
Outpatient Diagnostic Services	Ded+Coinsurance	Ded+Coinsurance	Ded+Coinsurance	Ded+Coinsurance
Outpatient Diagnostic/Therapeutic Services - CT Scans, Pet Scans, MRI and Nuclear Medicine	Ded+Coinsurance requires pre-notification	Ded+Coinsurance requires pre-notification	Ded+Coinsurance requires pre-notification	Ded+Coinsurance Requires pre-notification
Mammography/Colonoscopies	0% of Eligible Expenses	0% of Eligible Expenses	Ded+coinsurance	0% of Eligible Expenses
11. Physician's Office Services	\$30 per visit for a PCP, \$45 per visit for a Specialist.	\$25 per visit for a PCP, \$40 per visit for a Specialist.	30% of Eligible Expenses	\$20 per visit for a PCP, \$35 per visit for a Specialist.
12. Professional Fees for Surgical and Medical Services	Ded+Coinsurance	Ded+Coinsurance	Ded+Coinsurance	Ded+Coinsurance
13. Prosthetic Devices	*0% of Eligible Expenses *Prior notification is required for retail cost over \$1,000.	*0% of Eligible Expenses *Prior notification is required for retail cost over \$1,000.	Ded+Coinsurance *Prior notification is required for retail cost over \$1,000.	*0% of Eligible Expenses *Prior notification is required for retail cost over \$1,000.

	EPO	PPO		Co-Insured EPO
	<i>In-Network Only</i>	<i>In-Network PPO</i>	<i>Out-of-Network</i>	<i>In-Network Only</i>
14.Reconstructive Procedures	Same as 7, 11, 12 & 13	Same as 7, 11, 12 & 13	Same as 7, 11, 12 & 13	Same as 7, 11, 12, & 13
15.Rehabilitation Services -Outpatient Therapy	\$5 per visit for the first 20 visits if in conjunction with an office visit then \$30 for a PCP or \$45 for a Specialist for 21st visit and thereafter	\$5 per visit for the first 20 visits if in conjunction with an office visit then \$25 for a PCP or \$40 for a Specialist for 21st visit and thereafter	Ded+Coinsurance	\$5 per visit for the first 20 visits if in conjunction with an office visit then \$20 for a PCP or \$35 for a Specialist for 21st visit and thereafter
16.Skilled Nursing Facility/Inpatient Rehabilitation Facility Services Benefits are limited to 60 days per calendar year.	\$100 Co-pay per day up to 4 days confinement, then Deductible	\$100 Co-pay per day up to 3 days confinement, then Ded+Coinsurance	\$125 Co-pay per day up to 3 days confinement, then Ded+Coinsurance	\$100 Co-pay per day up to 2 days confinement, then Ded+Coinsurance
17.Transplantation Services See summary plan description for possible limitations and more specific information	\$100 Co-pay per day up to 4 days confinement, then Deductible *Prior notification is required prior to any services	\$100 Co-pay per day up to 3 days confinement, then Ded+Coinsurance *Prior notification is required prior to any services	\$125 Co-pay per day up to 3 days confinement, then Ded+Coinsurance *Prior notification is required prior to any services	\$100 Co-pay per day up to 2 days confinement, then Ded+Coinsurance *Prior notification is required prior to any services
18.Urgent Care Center Services	\$45 per visit	\$40 per visit	Ded+Coinsurance	\$35 per visit
19.Acupuncture (In Network licensed Acupuncturist only)	\$30 per visit for a PCP, \$45 per visit for a Specialist. (limited coverage, consult SPD for complete coverage description)	\$25 per visit for a PCP, \$40 per visit for a Specialist. (limited coverage, consult SPD for complete coverage description)	Ded+Coinsurance (limited coverage, consult SPD for complete coverage description)	\$20 per visit for a PCP, \$35 per visit for a Specialist. (limited coverage, consult SPD for complete coverage description)
Additional Benefits				
Dental Services – Accident related only (must have been covered under this plan at time of accident)	Ded+Coinsurance *Prior notification is required before follow-up treatment begins.	Ded+Coinsurance *Prior notification is required before follow-up treatment begins.	Ded+Coinsurance *Prior notification is required before follow-up treatment begins.	Ded+Coinsurance *Prior notification is required before follow-up treatment begins.
Substance Abuse Services – Outpatient Network and Non-Network Benefits are limited to 2 series per lifetime.	\$30 per visit for a PCP, \$45 per visit for a Specialist.	\$25 per visit for a PCP, \$40 per visit for a Specialist.	Ded+Coinsurance	\$20 per visit for a PCP, \$35 per visit for a Specialist.

	EPO	PPO		Co-Insured EPO
	<i>In-Network Only</i>	<i>In-Network PPO</i>	<i>Out-of-Network</i>	<i>In-Network Only</i>
Substance Abuse Services – Inpatient and Intermediate Network and Non-Network Benefits are limited to 2 series per lifetime.	\$100 Co-pay per day up to 4 days confinement, deductible *Call Care Coordination for authorization PRIOR to receiving services	\$100 Co-pay per day up to 3 days confinement, then Ded+Coinsurance *Call Care Coordination for authorization PRIOR to receiving services	\$125 Co-pay per day up to 3 days confinement, then Ded+Coinsurance *Call Care Coordination for authorization PRIOR to receiving services	\$100 Co-pay per day up to 2 days confinement, then Ded+Coinsurance *Call Care Coordination for authorization PRIOR to receiving services
Mental Health Services – Inpatient and Intermediate	\$100 Co-pay per day up to 4 days confinement, deductible *Must call Care Coordination for authorization PRIOR to receiving services	\$100 Co-pay per day up to 3 days confinement, then Ded+Coinsurance *Must call Care Coordination for authorization PRIOR to receiving services	\$125 Co-pay per day up to 3 days confinement, then Ded+Coinsurance *Must call Care Coordination for authorization PRIOR to receiving services	\$100 Co-pay per day up to 2 days confinement, then Ded+Coinsurance *Must call Care Coordination for authorization PRIOR to receiving services
Spinal Treatment (Chiropractic Services) Benefits include diagnosis and related services and are limited to one visit and treatment per day. Benefits are limited to 30 visits per calendar year.	\$30 per visit for a PCP, \$45 per visit for a Specialist	\$25 per visit for a PCP, \$40 per visit for a Specialist.	Ded+Coinsurance	\$20 per visit for a PCP, \$35 per visit for a Specialist.
Diabetic Supplies	0% of Eligible Expenses	0% of Eligible Expenses	Ded+Coinsurance	0% of Eligible Expenses

Types of Providers considered as Primary Care by Travis County Benefit Plan:

General Practice, Family Practice, Internist, Pediatrics Internal medicine, Allergy and Immunology, Obstetrics, Gynecology, Chiropractor, Licensed Professional Counselor, Licensed Clinical Social Worker, Psychologist.

The following procedures require notification of UHC Care Coordination PRIOR to Service

(866.649.4873)

- Facility In-patient admissions: including acute hospitalizations, rehabilitation facilities, and skilled nursing facilities.
- Home Health Services: All home based services, including Nursing, respiratory therapy, IV Infusion, and Hospice.
- End Stage Renal Disease Services
- Cosmetic Services (If covered by medical plan)
- Dental Services required due to an accident while covered under this plan.
- Durable Medical Equipment: DME with a retail cost of over \$1,000 whether for purchase or rental.
- Transplant Services: Request for Transplant Evaluation
- Inpatient Mental Health and Chemical Dependency (Notification also recommended for Outpatient Mental Health and Chemical Dependence)
- CT Scans, Pet Scans, MRI and some other diagnostic testing

Health Insurance Tips/FAQ's

NurseLine (800.846.4678)

NurseLine is a team of registered nurses available to answer your health questions 24 hours a day, seven days a week. Call NurseLine toll-free or use Live Nurse Chat to get information about complex conditions, providers and managing your condition. NurseLine® and Live Nurse Chat services can help you make smart health care decisions with immediate access to experienced registered nurses. You can:

- Find a doctor, hospital, urgent care center, or emergency room
- Understand treatment options that you can discuss with your doctor
- Seek answers to medication questions
- Locate available resources

To talk to a NurseLine nurse, call **1.800.846.4678**. Or if you prefer talking to a nurse online, log in to www.myuhc.com to access Live Nurse Chat.

Personal Health Support/Case Management

Personal Health Support is a unique program for individuals who are living with a chronic condition or dealing with complex health care needs. The program provides a high level of support, educational tools, and telephone access to a registered nurse who is assigned to employees and their families. They can tell employees more about the benefits available to them, offer information about a wide range of health issues and direct them to UnitedHealth Premium® and Centers of Excellence network physicians and facilities. The nurse may also discuss and refer to the disease management services. These resources can help individuals better manage chronic conditions such as diabetes and asthma, or other serious illnesses, including cancer.

Personal Health Support includes but is not limited to members with the following conditions or receiving the following treatments:

- Cancer
- IV therapy, antibiotics, and chemotherapy
- Hyperalimentation
- AIDS
- Premature births
- Birth defects
- Chronic muscle disease, such as Multiple Sclerosis
- Head injury and spinal cord injury
- Strokes and cardiac conditions
- Ventilator dependency
- Respiratory support
- Cystic Fibrosis
- Burn conditions
- Diabetes
- Asthma
- Heart Disease
- Recent hospital stay

Health FAQ's

1. Where can I find the Summary Plan Description and other health plan documents?

Plan documents can be located on the Travis County Intranet page (<https://traviscentral>) or by contacting the Human Resources Management Department at 512.854.9165.

2. Where can I find copies of my Explanation of Benefits (EOB) or order insurance cards?

United HealthCare has online access available to all members enrolled in one of the Health Insurance Plans. Once you register at www.myuhc.com you can access copies of your EOB's, order insurance cards, view participating network providers, treatment cost estimator, view pharmacy expenses and much more.

3. The county's health insurance carrier is refusing to pay my claim. Is there someone at Travis County that could help me with this?

Yes. Please contact a UHC Representative at 866.649.4873, or at online at www.myuhc.com for health and pharmacy claim questions. For Vision claim questions please call 800.638.3120.

Pharmacy Benefits

In 2012, the Pharmacy benefit tier structure moved to a Traditional Formulary as designed by the Pharmacy Benefit Manager (PBM). Additionally the following programs went into effect:

Prior Authorization – For certain medications, Prior Authorization will be needed from your doctor. You and your doctor will be alerted by your pharmacy when a Prior Authorization is needed. Prior authorization guidelines are determined on a drug-by-drug basis and may be based on FDA and manufacturer guidelines, medical literature, safety, appropriate use and benefit design.

Pharmacy Tier Structure FY 2013		
Retail –30 day supply	Retail Co-Pay	Mail Order Co-Pay (3 month supply)
Tier 1 Generic	\$10	\$20
Tier 2 Preferred	\$30	\$60
Tier 3 Non-Preferred	\$50	\$100

Quantity Limits - There may be a limit on the number of units per day, per period or per prescription based on FDA-approved indications and normal monthly usage.

Pay the Difference - Participants will pay the brand co-pay and the difference in cost between the brand drug and the corresponding generic drug when a true generic is available and deemed acceptable by the prescribing physician.

Prescription Half-Tablet Program

You can dramatically lower your costs on selected medication that you take on a regular basis by using higher dosage tablets and splitting them in half. Participation in the program is voluntary and it is EXTREMELY important that you speak to your physician before splitting any of your medications.

To participate in the program, your doctor will need to write you a new prescription. The prescription would be for twice the strength and half the quantity for a 3-month supply of your medication. It would note your intent to split the tablets. For example, if you take your medication once a day, you would need to receive 45 tablets to meet a 3-month supply through mail order. Once you receive the medication, split each higher-strength tablet with a splitter provided by UHC to create two of your usual dosages. With the half-tablet program you will only pay half of your usual co-pay.

The following drugs may be available for the half-tablet program.

Aceon®	Cozaar®	Pexeva®	sertraline (generic Zoloft®)
Actos®	Crestor®	Pravachol®	pravastatin (generic Pravachol®)
Atacand®	Diovan®	Univasc™	simvastatin (generic Zocor®)
Avandia®	Lexapro®	Zocor®	moexipril (generic Univasc™)
Avapro®	Lipitor®	Zoloft®	trandolapril (generic Mavik®)
Benicar®	Mavik®		losartan (generic Cozaar®)

For additional information or to participate in the half-tablet program please visit www.halftablet.com or call 877.471.1860

***Did you know that the Patient Protection and Affordable Care Act (PPACA) requires that many Preventative Services be covered at 100%?
So how can you make sure you're not over-charged?***

1. *Know your Benefits: Make sure that your Doctor's Office is coding your Routine Physical as Preventative Services*
2. *Always access preventative care at Preferred Providers. The PPACA doesn't require this benefit be extended out-of-network, who charge more for services.*

Travis County Wellness Clinic

Travis County has three on-site Wellness Clinics staffed by Physicians and Medical Care Professionals available to Employees, Retirees and Dependents who are at least 10 years of age and are covered by one of the Travis County Health Plans.

The mission of the Travis County Wellness Clinic is to reduce health care costs by partnering with health plan participants and empowering them, through education, prevention, medicine and personal responsibility, to make choices that lead to a healthier lifestyle which reduces the cost of chronic illness and promotes workplace productivity.

Three clinic locations are available to plan participants for physicals, screening, disease management, immunization and fast track appointments. Fast track appointments are available for the same day or next day for minor illnesses or injuries.

Clinic Hours of Operation

Main Clinic

1010 Lavaca, 2nd Floor
Phone: 512-854-5509
M-F 7:30am – 4:30pm
(closed for lunch 12:00pm – 1:00pm)

Del Valle Clinic

3518 FM 973 South
Phone: 512-247-9191
M, T, W 7:30am – 4:30pm
Friday 1:30pm – 4:30pm
(closed for lunch 12:00pm – 1:00pm)

Airport Blvd. Clinic

5501 Airport Blvd, Suite 201
Phone: 512-854-7998
M, W, Thur, & Fri 7:30am – 4:30pm
Closed on Tuesdays

Services Offered:

Disease Management/Wellness Programs

- Diabetes management
- Cholesterol/Lipid management
- High blood pressure management
- Asthma
- Allergy management (not allergy injections)
- Weight management
- Depression treatment
- Tobacco cessation
- Alcohol cessation
- Annual Physical
- Pregnancy Test

Referrals: Chronic pain management will be referred to specialist within UHC network.

Prescription refills: Requires initial doctor's visit (per protocol). Generics drugs will be prescribed when available.

Work related injuries will receive initial treatment, and then be referred for additional treatment when medically necessary.

For urgent care issues or medical questions before & after clinic hours, you may call 24 hour United Healthcare (Optum) Nurse Line at 1-800-846-4678.

Health Plan Premiums

Active Employee Monthly Premiums

	EPO	PPO Plan	Co-Insured EPO	FY 12 County Contribution*
Emp Only Premium	\$ 103.00	\$ 0	\$ 0	\$ 735.63
Emp + 1 Adult Premium	\$ 494.00	\$ 252.00	\$ 182.00	\$ 735.63
Emp + 1 Child Premium	\$ 222.00	\$ 72.00	\$ 27.00	\$ 735.63
Emp + 2 or more Children Premium	\$ 388.00	\$ 172.00	\$ 110.00	\$ 735.63
Emp +1 Adult + 1 Child Premium	\$ 682.00	\$ 373.00	\$ 282.00	\$ 735.63
Emp + 1 Adult + 2 or more Children Premium	\$ 864.00	\$ 488.00	\$ 379.00	\$ 735.63

**The County Contribution is a composite rate as determined annually by the Commissioner's Court*

Retiree (Under 65) Monthly Premiums

	EPO	PPO Plan	Co-Insured EPO	FY 12 County Contribution*
Emp Only Premium	\$344.00	\$202.00	\$119.00	\$ 1336.53
Emp + 1 Adult Premium	\$791.00	\$474.00	\$340.00	\$ 1336.53
Emp + 1 Child Premium	\$455.00	\$254.00	\$153.00	\$ 1336.53
Emp + 2 or more Children Premium	\$620.00	\$348.00	\$225.00	\$ 1336.53
Emp +1 Adult + 1 Child Premium	\$1,015.00	\$641.00	\$488.00	\$ 1336.53
Emp + 1 Adult + 2 or more Children Premium	\$1,293.00	\$848.00	\$672.00	\$ 1336.53

**The County Contribution is a composite rate as determined annually by the Commissioner's Court*

Retiree (Over 65) Monthly Premiums

	EPO	PPO Plan	Co-Insured EPO	FY 12 County Contribution*
Emp Only Premium	\$144.00	\$62.00	\$37.00	\$ 383.06
Emp + 1 Adult Premium	\$252.00	\$130.00	\$95.00	\$ 383.06
Emp + 1 Child Premium	\$227.00	\$113.00	\$79.00	\$ 383.06
Emp + 2 or more Children Premium	\$355.00	\$208.00	\$163.00	\$ 383.06
Emp +1 Adult + 1 Child Premium	\$380.00	\$227.00	\$180.00	\$ 383.06
Emp + 1 Adult + 2 or more Children Premium	\$509.00	\$321.00	\$265.00	\$ 383.06

**The County Contribution is a composite rate as determined annually by the Commissioner's Court*

DENTAL INSURANCE

Travis County offers three voluntary dental plans administered by Assurant Dental to all Regular employees. The following information describes the highlights and benefits of each dental plan including the monthly premium information.

Assurant Freedom Preferred PPO Plan

Plan Features Include: Freedom to choose any dentist, including specialists, PPO options available, and Preventive Max Waiver.

How the Plan Works

This dental plan provides a variety of benefits and allows you and your family to use any dentist or specialist you choose. Benefits are paid after any applicable deductible has been met, up to the annual maximum. Claim payments may be made to you or your dentist, whichever you prefer. You may find a DHA provider by visiting the Assurant Employee Benefits web site at www.assurantemployeebenefits.com – Select “For Members” – “Find a dentist” – “Dental Health Alliance”. Or call customer service at 877.743.1454.

Network and Non-Network Discounts

This dental program offers a PPO (Preferred Provider Organization) through Dental Health Alliance (DHA®) that provides a variety of cost saving features. Although you may visit any dentist you choose, you will receive maximum savings if you visit a DHA® provider. Dentists participating in the DHA® networks have agreed to discount their usual fees. The allowable amount for non-participating dentists is based on the usual and customary. Patients are responsible for fees in excess of usual and customary. This plan provides a better benefit when seeing a non- DHA network provider than the Assurant Freedom Preferred MAC Plan.

Assurant Freedom Preferred MAC Plan

Plan Features Include: Freedom to choose any dentist, including specialists, PPO options available, and Preventive Max Waiver.

How the Plan Works

This dental plan provides a variety of benefits and allows you and your family to use any dentist or specialist you choose. Benefits are paid after any applicable deductible has been met, up to the annual maximum. Claim payments may be made to you or your dentist, whichever you prefer. You may find a DHA provider by visiting the Assurant Employee Benefits web site at www.assurantemployeebenefits.com – Select “For Members” – “Find a dentist” – “Dental Health Alliance”. Or call customer service at 877.743.1454.

Network and Non-Network Discounts

The MAC plan allows employees to have access to the Dental Health Alliance (DHA®) PPO providers and take advantage of their fee discounts. Dentists participating in the DHA® networks have agreed to discount their usual fees. Treatment is available from dentists who do not participate in DHA®, but their fees are subject to a Maximum Allowable Charge (MAC). The allowable amount for non-participating dentists is based on 45% off the 80th percentile of usual and customary. Patients are responsible for fees in excess of the MAC. There can be significant out-of-pocket expenses if a non-participating dentist is chosen.

Assurant Freedom Preferred DHMO Plan

The Assurant Freedom Preferred DHMO Plan is provided by United Dental Care of Texas, Inc. and administered by Union Security Insurance Company. This DHMO dental plan offers benefits through a network of Plan Dentists. When you enroll for benefits, treatments you receive from your selected Plan Dentist will be provided at reduced fees called copayments.

Plan Features

- No Deductibles
- No Waiting Periods
- No copayments for most *Preventive* services
- Coverage for Pre-existing Conditions
- Includes Orthodontic copayments
- No Claim Forms for Members to File (except Non-Plan Specialty Dentist Services and Emergency Services provided by a Non-Plan Dentist)
- No Referrals Required for Specialty Dentist Services
- No Annual Maximum for Plan Dentist and Plan Specialty Dentist Services

To Enroll in the Assurant DHMO Plan

Select a general dentist from the Directory of Dentists for yourself and every eligible member of your family. Each family member may choose a different Plan Dentist. You must select a Plan Dentist to receive services. Except for certain Specialty Dentist services, all services must be performed by this selected Plan Dentist. You may change your Plan Dentist(s) throughout the Plan Year in accordance with the provisions of the group agreement. However, all services must be performed by a Plan Provider. During the online enrollment process, be sure to include the Dental Facility Number of each Plan Dentist selected.

Finding a Provider

You can find a dental provider in the DHMO Dental Series Provider Network by visiting our web site at www.assurantemployeebenefits.com, clicking on the “Provider Search” link, and then selecting DHMO Dental Series 189. Availability of Plan Dentists and Plan Specialty Dentists varies depending on location.

Dental Plan Comparison

	Assurant Freedom Preferred PPO Plan	Assurant Freedom Preferred MAC Plan	Assurant DHMO Plan 189
Calendar Year Deductible	\$50	\$50	\$0
Annual Maximum	\$2,000	\$1,500	No max
Preventive services: Routine oral exams, routine cleanings, fluoride treatment (frequency limitations)	100% (no deductible)	100% (no deductible)	100% (no co-pays)
Restorative services: Fillings, all other x-rays, simple extractions	80%	80%	Various co-pays
Major services: Crowns, bridgework, dentures, oral surgery, extractions, endodontics (root canals, etc...), periodontics (treatment of gums), implants	50%	50%	Various co-pays *implants not covered
Orthodontia	50% \$1000 lifetime max	50% \$1000 lifetime max	Various co-pays
Network Coverage	In-Network – No balance billing Out-of-network Provider fees are subject to Usual & Customary Charge.	In-Network – No balance billing Out-of-network Provider fees are subject to Max Allowable Charge	No out-of-network coverage. Must select a network provider.

Dental Plan Premiums

The below premiums are shown on a monthly basis and are for both Actives and Retirees.

	Assurant Freedom Preferred PPO Plan	Assurant Freedom Preferred MAC Plan	Assurant DHMO Plan 189
Emp Only Premium	\$ 33.16	\$ 20.61	\$ 11.70
Emp + 1 Adult Premium	\$ 66.32	\$ 39.21	\$ 18.70
Emp + 1 Child Premium	\$ 66.32	\$ 39.21	\$ 18.70
Emp + 2 or more Children Premium	\$103.73	\$ 64.58	\$ 25.08
Emp +1 Adult + 1 Child Premium	\$103.73	\$ 64.58	\$ 25.08
Emp + 1 Adult + 2 or more Children Premium	\$136.89	\$ 83.18	\$ 29.34

VISION INSURANCE

The Vision Care Program is offered as a part of Travis County’s commitment to your well-being. Regular vision care is important to your health whether your vision is 20/20 or less than perfect. The Vision Care Program is an extension of the Health Insurance Plan; therefore the employee or retiree is automatically enrolled in the Vision Care Program by enrolling in the Health Insurance Plan. Eligible dependents must be enrolled in the Vision Care Program, whether or not they are enrolled in the Health Insurance Plan.

UnitedHealthcare’s Vision Care Program provides affordable, quality vision care, nationwide. Through UnitedHealthCare’s Vision provider network, you will receive a comprehensive vision examination, as well as eyeglasses (lenses and frames), or contact lenses in lieu of eyeglasses. Questions or concerns about your vision options can be addressed by UHC’s Vision Customer Service Center:

United Healthcare Vision Customer Service Center.
1.800.638.3120 or
TDD 1.800.524.3157 for the hearing impaired
Monday - Friday 7:00 a.m. to 10:00 p.m. CST
Saturday 8:00 a.m. to 5:30 p.m. CST

Easy Benefit Access

With Spectera, you are able to visit any provider you choose, but you maximize your savings when you visit a network provider.

How to locate a network provider:

- www.myuhcvision.com. Place your mouse cursor over “Members and Future Members,” and select “Locate a Provider.” Then choose your search options, and select a provider near you. The online Provider Locator offers door-to-door directions to your selected network provider’s office. Other services, such as claim status tracking, order tracking, and answers to frequently asked questions, are also available online.
- 1.800.839.3242. You may also find a network provider through UnitedHealthcare Vision Interactive Voice Response (IVR) system. Simply follow the voice prompts.

Did You Know?

*Routine eye exams provide an opportunity for spotting systemic health problems, such as diabetes, hypertension, multiple sclerosis, brain tumors, lupus, AIDS, osteoporosis, rheumatoid arthritis, and Grave’s disease.**

*Employee Benefit News, April 15, 2005

Once you've chosen a network provider, call the provider to schedule your appointment. Let your provider know you have UnitedHealthcare Vision coverage, and give your primary insured's unique identification number and the patient's name and date of birth.

Network Benefits

Examination (\$10 copay, once every 12 months): Receive a comprehensive eye examination from a state-licensed optometrist or ophthalmologist, covered-in-full, after exam copay.

Materials (\$25 copay): The materials copay is a single payment that applies to the entire purchase of eyeglasses (lenses and frames) or contacts (in lieu of eyeglasses).

	In-Network Benefits	Out-of-Network Benefits If you choose an out-of-network provider, you will be reimbursed up to:
Eye Examination	\$10	\$45.00
Pair of Lenses (once every 12 months)	If prescribed, one pair of standard single vision or standard multi-focal lenses is covered-in-full.	Single vision \$40.00 Bifocal \$60.00 Trifocal \$80.00 Lenticular \$80.00
Lens Option	Standard scratch-resistant coating is covered-in-full. Lens options not covered by the plan, such as progressive lenses, polycarbonate lenses, high index, tints, UV, and anti-reflective coating, may be available at a discount.	
Frames (once ever 24 months)	Receive a \$50 wholesale frame allowance applied toward the wholesale price of a frame at private practice providers, or a \$130 retail frame allowance at retail chain providers.	\$45.00
Contact Lenses in Lieu of Eyeglasses (once every 12 months)	<ul style="list-style-type: none"> Covered-in-full elective contact lenses. The fitting/evaluation fees, contact lenses, and up to two follow-up visits are covered-in-full (after copay). If you choose disposable contacts, you may receive up to six boxes of disposable contacts (depending on prescription). Spectera's covered contact lenses may vary by provider. All other elective contact lenses A \$150 allowance is applied toward the fitting/evaluation fees and purchase of contact lenses outside the covered selection (materials copay does not apply). Toric, gas permeable, and bifocal contact lenses are examples of contact lenses that are outside of our covered contacts. Necessary contact lenses Covered-in-full after applicable copay. 	Elective \$150.00* Necessary** \$210.00

* Less any network fitting/evaluation fee.
 ** Necessary contact lenses are determined at the provider's discretion for one or more of the following conditions: Following cataract surgery without intraocular lens implant; To correct extreme vision problems that cannot be corrected with spectacle lenses; With certain conditions of anisometropia; With certain conditions of keratoconus. If your provider considers your contacts necessary, you should ask your provider to contact Spectera concerning the reimbursement that Spectera will make before you purchase such contacts.

If you visit an out-of-network provider, you will need to send your itemized receipts, with the primary-insured's unique identification number and the patient's name and date of birth, to:

UnitedHealthcare Vision Claims
 Department
 P.O. Box 30978
 Salt Lake City, UT 84130

Receipts for services and materials purchased on different dates must be submitted at the same time to receive reimbursement. Receipts must be submitted within 12 months of the date of service.

Laser Vision Correction

You may receive access to discounted laser vision correction procedures from numerous provider locations throughout the United States. To find a participating laser vision correction surgeon in your area, visit our Web site at www.spectera.com or call 877.28.SIGHT.

Money Saving Tip!
 Considering Laser Vision Correction? Don't forget to utilize the Healthcare Flexible Spending Account to reduce your taxable income and maximize your healthcare dollars!

Important Tip to Remember

Your \$150 contact lens allowance is applied to the fitting/evaluation fee and the purchase of contact lenses. For example, if the fitting/evaluation fee is \$30, you will have \$120 towards the purchase of contact lenses. The allowance may be separated at some retail chain locations between the examining physician and the optical store.

Please note: If there are differences in this document and the Group Policy, the Group Policy is the governing document.

Monthly Vision Premium Rates

The below premiums are shown on a monthly basis and are for both Actives and Retirees.

Coverage Level	Cost Per Month
Emp Only	\$0.00
Emp + 1 Adult	\$10.40
Emp + 1 Child	\$ 9.10
Emp + 2 or more Children	\$11.04
Emp +1 Adult + 1 Child	\$11.74
Emp + 1 Adult + 2 or more Children	\$15.70

LIFE INSURANCE

Employee Basic Life and AD&D Coverage

All regular employees receive Basic Life and Accidental Death & Dismemberment (AD&D) Coverage in the amount of \$50,000. The coverage is provided by the County at no cost.

If you are age 70 or over coverage amount(s) will reduce according to the following schedule:

<u>Age:</u>	<u>Insurance Amount Reduces to:</u>
70 - 74	65% of original amount
75 - 79	40% of original amount
80 - 84	25% of original amount
85 - 89	15% of original amount
90 or more	10% of original amount

Additional Benefits:

- Portability/Conversion: If you retire, reduce your hours or leave Travis County, you may apply to take this coverage with you according to the terms outlined in the contract. However, if you have a medical condition which has a material effect on life expectancy, you will be ineligible to port your coverage. You may be able to convert your Term life coverage to an individual life insurance policy.
- Accelerated Benefit: If you become terminally ill and are not expected to live more than twelve months, you may request up to 100% of your life insurance amount, without fees or present value adjustments.

Employee Supplemental Life and AD&D Coverage

In addition to the Employee Basic Life and AD&D Coverage provided by the County, you also have the option to elect and purchase additional Life and AD&D Coverage for yourself. Amounts are in **\$25,000 benefit units** as applied for by you. The overall maximum benefit of Life and AD&D coverage you can elect is the lesser of 4 x annual earnings rounded to the next higher multiple of \$25,000, if not already an exact multiple thereof or \$250,000.

Example: Employee A's base salary is \$15.00 per hour and is scheduled to work 40 hours per week. The maximum amount of Supplemental Life and AD&D coverage the employee is allowed to elect is \$125,000.

$\$15.00/\text{hour} \times 2080 \text{ hours/year} = \$31,200 \text{ annual} \times 4 = \$124,800$ rounded up to the next highest \$25,000 = **\$125,000**

Guarantee Issue

When you first become eligible for coverage, you may apply for any number of benefit units; however, you cannot be covered for more than the maximum benefit available under the plan. If you enroll during your Initial Enrollment period, you may apply for any amount of Life insurance coverage up to the maximum without having to complete and Evidence of Insurability.

If you and your eligible dependents do not enroll during your Initial Enrollment period, you can apply for coverage only during the Open Enrollment period or within 31 days of a Qualifying Life Event. Evidence of insurability is not required during Open Enrollment if the increase in coverage is by one \$25,000 benefit unit. Any request for coverage higher than one \$25,000 benefit unit requires completion of an Evidence of Insurability and approval from the carrier.

Spouse/Domestic Partner Supplemental Life Rates:

Age of Spouse	\$10,000	\$20,000	Age of Spouse	\$10,000	\$20,000
Less than 29	\$0.40	\$0.80	50-54	\$2.90	\$5.80
30-34	\$0.70	\$1.40	55-59	\$4.10	\$8.20
35-39	\$0.70	\$1.40	60-64	\$6.70	\$13.40
40-44	\$1.10	\$2.20	65-69	\$10.00	\$20.00
45-49	\$1.70	\$3.40	70+	\$17.60	\$35.20

Retiree Life Insurance

Employees are eligible to continue life insurance for themselves and covered spouses once they retire. If you enroll upon retirement, the Basic Life benefits are Guarantee Issue and no underwriting approval is required. To purchase coverage listed under “Optional Amount” in the table below you must complete an Evidence of Insurability form and it must be approved by CIGNA. Listed below are the coverage options and rates for retirees under age 70 as well as retirees who are age 71 or higher.

Retirees age 70 or less	Basic Amount	Monthly Cost	Optional Amount	Monthly Cost	Total Available	Total Monthly Cost
Retiree Employee Life	\$15,000	\$2.08	\$10,000*	\$4.84	\$25,000	\$6.92
Retiree Spouse Life	\$7,500	\$2.08	\$5,000*	\$4.84	\$12,500	\$6.92

Retirees age 71 or higher	Basic Amount	Monthly Cost	Optional Amount	Monthly Cost	Total Available	Total Monthly Cost
Retiree Employee Life	\$5,000	\$5.90	\$5,000*	\$8.80	\$10,000	\$14.70
			\$10,000*	\$17.60	\$15,000	\$23.50
			\$15,000*	\$26.40	\$20,000	\$32.30
Retiree Spouse Life	\$2,500	\$2.95	\$2,500*	\$4.40	\$5,000	\$7.35
			\$5,000*	\$8.80	\$7,500	\$11.75

**Optional Life requires underwriting and approval from carrier. Complete the Evidence of Insurability form and send to address on form (unless you have already been approved in a prior year).*

Personal Accident Insurance

If you are a regular employee of Travis County, you are eligible to elect the CIGNA Personal Accident Insurance for you and your dependents on the first day of the month following 30 days of employment. You may elect to cover your lawful spouse under age 70, and your dependent children up to age 26.

Your Benefit Amount	Employee Only Monthly Amount	Family Coverage Monthly Amount
\$500,000	\$10.00	\$17.50
\$400,000	\$8.00	\$14.00
\$300,000	\$6.00	\$10.50
\$250,000	\$5.00	\$8.75
\$200,000	\$4.00	\$7.00
\$150,000	\$3.00	\$5.25
\$100,000	\$2.00	\$3.50
\$50,000	\$1.00	\$1.75
\$25,000	\$0.50	\$0.88

Personal Accident Insurance Benefits

The Personal Accident Insurance helps protect you against losses due to accidents. A covered accident is a sudden, unforeseeable, external event, resulting directly and independently of all other causes, in a covered injury or covered loss that occurs while coverage is in force. To help survivors of severe accidents adjust to new living circumstances, CIGNA will pay benefits according to the chart below.

If, within 365 days of a covered accident, bodily injury results in:	We will pay this % of the benefit amount
Loss of life, or Total paralysis of upper and lower limbs, or Loss of any combination of two: hands, feet or eyesight, or Loss of speech and hearing in both ears	100%
Total paralysis of both upper and lower limbs, or Total paralysis of upper and lower limbs on one side of the body, or Loss of one hand, foot, or sight in one eye, or Loss of speech, or Loss of hearing in both ears	50%
Loss of thumb and index finger of the same hand, or Total paralysis of one upper or one lower limb, or Loss of all four fingers of the same hand, or Loss of all toes of the same foot	25%
Coma	1%

How much coverage can you buy?

You may select from \$25,000 to \$500,000 of coverage, in units of \$25,000, at an affordable price. Your spouse’s benefit amount will be 50% of your coverage amount or 60% if you have no dependent children. The maximum benefit amount for your spouse is \$300,000. Each of your covered children’s benefit amounts will be 10% of yours or 15% if you have no eligible spouse, up to a maximum benefit amount of \$25,000 for each child.

Each family member’s coverage is a percentage of the benefit amount you select. It will depend on who your insured family members are at the time of a covered accidental loss. You may need to request changes to your existing coverage if, in the future, you no longer have dependents who qualify for coverage. We will refund premium if you do not notify us of this and it is determined at the time of a claim that premium has been overpaid.

FLEXIBLE SPENDING ACCOUNTS

Travis County regular employees who are in a 20 or more hour per week position are eligible to sign up for a FSA account administered by FBMC. FSA elections may be made during your Initial Enrollment period, during Open Enrollment or within 31 days of an approved Qualified Life Event. A Flexible Spending Account (FSA) is an account you set up to pre-fund your anticipated, eligible medical expenses and/or dependent care expenses that are normally not covered by your insurance. Once you decide how much to contribute to your Medical Expense and/or Dependent Care FSA, the amount is deducted pre-tax in small, equal amounts from your paychecks during the plan year.

Medical Expense FSA (may be used for self or dependent health care expenses)

A Medical Expense FSA is used to pay for eligible medical expenses which aren’t covered by your insurance or other plan. These expenses can be incurred by yourself, your spouse, a qualifying child or relative. Your full annual contribution amount is available at the beginning of the plan year, so you

don't have to wait for the money to accumulate. You can also make using your funds even quicker and more convenient when you use your myFBMC CardSM Visa® Card.

The myFBMC CardSM is a convenient reimbursement option that allows FBMC to electronically reimburse eligible expenses under your employer's plan and IRS guidelines. Because it is a payment card, when you use the myFBMC CardSM to pay for eligible expenses, funds are electronically deducted from your account.

You must send in documentation for certain myFBMC CardSM transactions, such as those that are not a known office visit or prescription co-payment (as outlined in your health plan's Schedule of Benefits). When requested, you must send in documentation for these transactions. Documentation for a card expense is a statement or bill showing:

- Name of the patient
- Name of the service provider
- Date of service
- Type of service (including prescription name) and
- Total amount of service.

Dependent Care FSA (may be used for day care services for dependent children or adults)

The Dependent Care FSA is a great way to pay for eligible dependent care expenses such as after school care, baby-sitting fees, daycare services, nursery and preschool. Eligible dependents include your qualifying child, spouse and/or relative.

You can request reimbursement from your Dependent Care FSA as often as you like. However, your approved expense will not be reimbursed until the last date of service for which you are requesting reimbursement has passed. Remember that for timely processing of your reimbursement, your payroll contributions must be current.

Examples of how to use your FSA:

Example 1: Paying a co-payment and doctor/dental fees (Medical Expense FSA)

After paying your co-payment and doctor/dental fees at a service provider's office, obtain an Explanation of Benefits (EOB) or detailed receipt of the completed services. Submit these documents, along with a claim form to FBMC. Within five business days, FBMC will process your request and mail your reimbursement check to you or direct deposit your funds into the account of your choice. You may also use your myFBMC CardSM to pay instantly with FSA funds and avoid waiting for reimbursement. If you use your myFBMC CardSM be sure to keep copies of your receipts to substantiate the expense if requested

Example 2: Paying for daycare services (Dependent Care FSA)

Once you have paid for your child's daycare service, send a completed claim form to FBMC, along with documentation showing the following:

- Name, age and grade of the dependent receiving the service
- Cost of the service
- Name and address of the service provider
- Beginning and ending dates of the service.

Your request will be processed within five business days and either mailed to you or deposited into the account you have chosen.

Annual Contribution Limits for FY2013

For Medical Expense FSA:

Minimum Annual Deposit: \$120

Maximum Annual Deposit: \$5,000

For Dependent Care FSA:

Minimum Annual Deposit: \$120

The maximum contribution depends on your tax filing status.

- If you are married and filing separately, your maximum annual deposit is \$2,500.
- If you are single and head of household, your maximum annual deposit is \$5,000.
- If you are married and filing jointly, your maximum annual deposit is \$5,000.
- If either you or your spouse earns less than \$5,000 a year, your maximum annual deposit is equal to the lower of the two incomes.

FSA Savings Example		
(With FSA)		(Without FSA)
\$31,000	Annual Gross Income	\$31,000
- \$5,000	FSA Deposit for Recurring Expenses	- \$0.00
\$26,000	Taxable Gross Income	\$31,000
- \$5,889	Federal, Social Security Taxes	- \$7,021
\$20,211	Annual Net Income	\$23,979
- \$0.00	Cost of Recurring Expenses	- \$5,000
\$20,111	Spendable Income	\$18,979
<p>By using an FSA to pay for anticipated recurring expenses, you convert the money you save in taxes to additional spendable income. That's a potential annual savings of</p> <p>\$1,132!</p>		
<p><small>* Based upon a 22.65% tax rate (15% federal and 7.65% Social Security) calculated on a calendar year.</small></p>		

Example Eligible Expenses

These are services/items that are generally known to be incurred/obtained primarily for medical care; in other words, they are services/items that practically no one would incur or obtain unless they had a medical condition that prompted the expenditure. These “primarily medical” services/items are the types of expenses that normally qualify for reimbursement under a Medical Expense FSA. Examples of Eligible Expenses include the following;

Co-pays	Dental Treatment	Immunizations	Stop-smoking program
Coinsurance	Diagnostic Items/Services	Laboratory Fees	DME
Prescription Drugs	Eye exams/Glasses/Contacts	Orthodontia	Laser eye surgery; Lasik
Deductibles	Hearing Aids	Physical Therapy	X-rays; MRI; CT Scans

For a complete list of eligible expenses or for more information, contact FBMC directly at www.myfbmc.com or at 866.836.9914.

Changing your FSA Election During the Plan Year

Plan rules allow you to change, start and/or stop your FSA election amount as long as it meets the qualifying event rules as determined by the IRS. Within 31 days of a qualifying event, you must submit a Change in Status (CIS)/Election Form and supporting documentation to the Travis County HRMD. Upon the approval of your election change request, your existing FSA(s) elections will be stopped or modified (as appropriate). However, if your FSA election change request is denied, you will have 31 days from the date you receive the denial, to file an appeal with your employer. For more information, refer to the “Appeal Process” found in the [Travis County FBMC Reference Guide](#). Visit www.myFBMC.com for information on rules governing periods of coverage and IRS Special Consistency Rules.

FSA Worksheets

Use the worksheets below to determine how much to deposit in your FSA. Calculate the amount you expect to pay during the plan year for eligible, uninsured out-of-pocket medical and/or dependent care expenses. This calculated amount cannot exceed established IRS and plan limits. (Refer to the individual FSA descriptions in this Reference Guide for limits.)

Be conservative in your estimates, since any money remaining in your accounts cannot be returned to you or carried forward to the next plan year.

Medical Expense FSA Worksheet

Estimate your eligible, uninsured out-of-pocket medical expenses for the plan year.

UNINSURED MEDICAL EXPENSES

Health insurance deductibles \$ _____

Coinsurance or co-payments \$ _____

Vision care \$ _____

Dental care \$ _____

Prescription drugs \$ _____

Travel costs for medical care \$ _____

Other eligible expenses \$ _____

myFBMC CardSM Visa[®] Card \$ _____

TOTAL \$ _____

DIVIDE by the number of paychecks you will receive during the plan year (24). * ÷ _____

Your pay period contribution. \$ _____

* If you are a new employee enrolling after the plan year begins, divide by the number of pay periods remaining in the plan year.

Dependent Care FSA Worksheet

Estimate your eligible dependent care expenses for the plan year. Remember that your calculated amount cannot exceed the calendar year limits established by the IRS.

CHILD CARE EXPENSES

Daycare services \$ _____

In-home care/au pair services \$ _____

Nursery and preschool \$ _____

After school care \$ _____

Summer day camps \$ _____

ELDER CARE SERVICES

Daycare center \$ _____

In-home care \$ _____

TOTAL \$ _____

Remember, your total contribution cannot exceed IRS limits for the plan year and calendar year. \$ _____

DIVIDE by the number of paychecks you will receive during the plan year (24). * ÷ _____

Your pay period contribution. \$ _____

* If you are a new employee enrolling after the plan year begins, divide by the number of pay periods remaining in the plan year.

DISABILITY

Short Term Disability

Short Term Disability (STD) coverage provides benefits when you are unable to work for a short period of time due to a covered illness or injury. Regular employees are eligible to enroll in the CIGNA Short Term Disability coverage during Initial Enrollment, during Open Enrollment or within 31 days of a Qualified Life Event.

Short Term Disability benefits are payable when the administrator, CIGNA, determines that due to your sickness or injury:

- you are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury; and
- you have a 20% or more loss in weekly earnings due to the same sickness or injury; and
- you must be under the regular care of a physician.

Short Term Disability Benefit Highlights	
Benefit Level	60% of weekly earnings
Maximum Weekly Benefit	\$1,500
Minimum Weekly Benefit	\$25
Elimination Period	14 days illness 14 days accident or injury
Maximum Benefit Duration	13 weeks

Benefits are paid based on a percentage of your weekly earnings. If approved, STD benefits begin after you've met the elimination period. The elimination period is the length of time of continuous disability which must be satisfied before you are eligible to receive benefits. If CIGNA determines you are eligible to receive Short Term Disability benefits, you can continue to use your paid-time off accruals (Sick, Vacation and Personal) from the County to cover your time away from the job. Your paid-time off accrual balance should be considered when purchasing a Short Term Disability Policy.

Benefit Level and Rates

If you enroll in the Short Term Disability insurance you may be eligible for up to 60% of your weekly income if approved. The after-tax premium rate for the coverage is \$0.030 per month per weekly benefit amount. The chart below shows you example monthly premium amounts based on different levels of coverage. The benefit level is set based on your salary at initial enrollment or your salary as of August 31st of each year.

Annual Salary	Weekly STD Benefit	Monthly Premium		Annual Salary	Weekly STD Benefit	Monthly Premium
\$21,666.67	\$250.00	\$7.50		\$78,000.00	\$900.00	\$27.00
\$26,000.00	\$300.00	\$9.00		\$86,666.67	\$1,000.00	\$30.00
\$34,666.67	\$400.00	\$12.00		\$95,333.33	\$1,100.00	\$33.00
\$43,333.33	\$500.00	\$15.00		\$104,000.00	\$1,200.00	\$36.00
\$52,000.00	\$600.00	\$18.00		\$112,666.67	\$1,300.00	\$39.00
\$60,666.67	\$700.00	\$21.00		\$121,333.33	\$1,400.00	\$42.00
\$69,333.33	\$800.00	\$24.00		\$130,000.00	\$1,500.00	\$45.00

Long Term Disability

Long Term Disability (LTD) coverage provides benefits when you are unable to work for a longer period of time due to a covered illness or injury. Regular employees are eligible to enroll in the CIGNA Long Term Disability coverage during Initial Enrollment, during Open Enrollment or within 31 days of a Qualified Life Event.

Long Term Disability Benefit Highlights	
Benefit Level	60% of monthly earnings
Maximum Monthly Benefit	\$6,000
Minimum Weekly Benefit	\$25
Elimination Period	90 days
Maximum Benefit Duration	Up to your Social Security Normal Retirement Age

Long Term Disability benefits are payable when the administrator, CIGNA, determines that due to your sickness or injury:

- you are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury; and
- you have a 20% or more loss in your indexed monthly earnings due to the same sickness or injury.
- After benefits have been paid for 24 months, you are disabled when CIGNA determines that due to the same sickness or injury, you are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience.
- You must be under the regular care of a physician in order to be considered disabled.

Benefits are paid based on a percentage of your monthly earnings once you've met the elimination period. The Elimination Period is the length of time of disability which must be satisfied before you are eligible to receive benefits. If CIGNA determines you are eligible to receive Long Term Disability benefits, you can continue to use your paid-time off accruals (Sick, Vacation and Personal) from the County to cover your time away from the job.

Benefit Level and Rates

If you enroll in the Long Term Disability insurance you are eligible for up to 60% of your monthly income. The premium rate for the coverage is \$0.50 per \$100 of the monthly payroll coverage amount. The chart below shows you example monthly premium amounts based on different levels of coverage. The benefit level is set based on your salary at initial enrollment or your salary as of August 31st of each year.

Annual Salary	Monthly LTD Benefit	Monthly Premium		Annual Salary	Monthly LTD Benefit	Monthly Premium
\$20,000.00	\$1,000.00	\$8.33		\$70,000.00	\$3,500.00	\$29.17
\$30,000.00	\$1,500.00	\$12.50		\$80,000.00	\$4,000.00	\$33.33
\$40,000.00	\$2,000.00	\$16.67		\$90,000.00	\$4,500.00	\$37.50
\$50,000.00	\$2,500.00	\$20.83		\$100,000.00	\$5,000.00	\$41.67
\$60,000.00	\$3,000.00	\$25.00		\$120,000.00	\$6,000.00	\$50.00

Reporting a Disability Claim

When to report a claim

- If your physician has determined you are unable to work due to illness, injury or for maternity reasons
- In advance of a planned medical absence, such as prescheduled surgery or an expected maternity leave

How to report a claim

Call CIGNA's toll-free number to speak with one of their Customer Intake Representatives who will walk you through the process. All of the information can be taken over the phone. Just dial:

1-800-36-CIGNA or 1-800-362-4462

Or, if you prefer, you can access the online claim form through CIGNA's website, www.CIGNA.com. To submit a life, accident or waiver claim through CIGNA.com click on "Forms" and find the "Disability/Accident/Life Forms" Section.

RETIREMENT

Texas County and District Retirement System (TCDRS)

Travis County participates in the Texas County and District Retirement System. The money that funds your plan comes from employee deposits, employer contributions and earnings from investments. Your participation in TCDRS is mandatory for qualifying employees.

Changes to Benefits

The Travis County Commissioner’s Court chooses your TCDRS benefits. Every year it reviews your employer’s retirement plan and makes changes, if needed. It decides:

- What percentage of your paycheck goes into your TCDRS account
- How much Travis County will match when you retire
- What you must do to be eligible for retirement

Your Deposits

Each paycheck, 7% of your total pay goes into your TCDRS account.

How Your Money Grows

Your account earns an annual interest credit of 7%. TCDRS credits this interest to your account each December 31, based on your account balance as of January 1 (Chart 1 below). Over time, the value of your account can increase a great deal because of compounding — that is, paying interest on interest. Every year you’ll get a statement from TCDRS that shows all your deposits for the year as well as how much interest you received. You can also view your current balance online at www.tcdrs.org.

Year	Beginning Balance	Deposits	7% Interest on December 31 st	Ending Balance
Year 1	\$0.00	\$2,000.00	\$0.00	\$2,000.00
Year 2	\$2,000.00	\$2,000.00	\$140.00	\$4,140.00
Year 3	\$4,140	\$2,000.00	\$289.80	6,429.80

Chart 1: How your Account Earns Interest (TCDRS)

Vesting

You are considered “vested” when you have earned enough service time to be eligible for retirement once you reach the age requirement. To be vested in your plan, you must have 8 years of service credit. Once vested, you may stop working for your current employer and still keep your right to a future retirement benefit. Your personal account will keep earning interest each year until your membership ends. Your membership ends when you withdraw your personal deposits or choose a retirement benefit, or upon your death. (If you were a member of TCDRS before 2000, you may be vested with 4 years of service.)

When You Can Retire

Once you are vested, you are eligible for a retirement benefit when you meet one of the following requirements:

- Age 60 with 8 years of Service; or
- Any age with 30 years of Service; or
- Age plus your years of Service equals 75 (also called the rule of 75)

The statement you get from TCDRS every year shows your account balance and the earliest date you will be eligible to retire. You can also view your statement online at www.tcdrs.org. If you have more than one TCDRS account, please visit our Web site or call Member Services for more information about managing multiple accounts.

When You Retire

When you retire, you may choose to receive a monthly benefit payment. All payment options pay you for your lifetime. Some of the payment options also provide a monthly benefit for your beneficiary after your death.

Your monthly benefit is based on the amount of money in your account and the matching credits your employer has agreed to provide. Your current deposits get matching credits in a ratio of 2.25:1, or \$2.25 for every \$1.00 you are depositing. (Travis County may change its matching credits so your current ratio may not apply to all of your past or future deposits.) Travis County also provides monetary credit for time worked before it joined TCDRS (prior service credit). Travis County joined TCDRS in January 1968.

Other Benefits

Please contact TCDRS directly at 800-823-7782 for more information on other benefits that may be available in certain situations.

Travis County 457(b) Deferred Compensation Plan

About the 457(b) Deferred Compensation Plan

Great-West Retirement Services administers the Travis County 457(b) Deferred Compensation Plan. A governmental 457(b) Deferred Compensation Plan is a retirement savings plan that allows eligible employees to supplement any existing retirement and pension benefits by saving and investing before – tax dollars through a voluntary salary contribution. Contribution and any earnings on contributions are tax-deferred until money is withdrawn. Distributions are subject to ordinary income tax. All full-time and regular part-time Travis County employees may contribute to the Plan. Temporary employees less than six months may not participate.

2012 Contribution Limits

- Combined maximum limit of 100% (1% minimum) of your compensation or \$17,000, whichever is less for all retirement contributions, or;
- “Standard” catch-up allows participants in the three calendar year prior to normal retirement age to contribute more (up to double the annual contribution limit—\$34,000). The additional amount that you may be able to contribute in previous years but did not.
- Participants turning age 50 or older in 2011 may contribute an additional \$5,500. Please note that you may not use the “Standard” catch-up provision and the Age 50+ catch-up provision in the same year.

Contribution limits are set annually by the IRS. 2013 contribution limits were not available at the time of publication.

Vesting

Vesting refers to the percentage of your account you are entitled to receive upon the occurrence of distributable events. Your contributions and any earnings are always 100% vested (including rollovers from previous employers).

Investment Options

A wide array of core investment options is available through your Plan. Each option is explained in further detail in your Plan’s fund sheets. Once you have enrolled, investment option information is also available through the Web site at www.gwrs.com or call KeyTalk® toll free at (800) 701-8255. The Web site and KeyTalk® are available to you 24 hours a day, 7 days a week.

In addition to the core investment options, a Self-Directed Brokerage (SDB) account is available. The SDB account allows you to select from numerous investment options for additional fees. The SDB

account is intended for knowledgeable investors who acknowledge and understand the risks associated with the investments contained in the SDB account.

Rollovers

Only Plan Administrator approved balances from an eligible governmental 457(b), 401(k), 403(b) or 401(a) plan or an Individual Retirement Account (IRA) may be rolled over to the Plan. Distributions you receive prior to age 59½ may be subject to the 10% early withdrawal federal tax penalty.

Withdrawals

Qualifying distribution events are as follows:

- Retirement
- Severance of employment (as defined by the Internal Revenue Code provisions)
- Attainment of age 70½ (If allowed by Government Plan’s provisions)
- Death (your beneficiary receives your benefits)
- Unforeseeable emergency (as defined by the Internal Revenue Code and if allowed by your Plan’s provisions)

Each distribution is subject to ordinary income tax except for an in-service transfer to purchase service credit.

Loans

Your Plan allows you to borrow the lesser of \$50,000 or 50% of your total vested account balance. The minimum loan amount is \$1,000 and you have up to 5 years to repay your loan — up to 10 years if the money is used to purchase your primary residence. There is a \$50 origination fee for each loan, plus an ongoing annual \$25 fee.

How Can I Get More Information?

Visit the Great-West web site at www.gwrs.com or call KeyTalk® toll-free at (800) 701-8255 for more information. The Web site provides information regarding your Plan, as well as financial education information, financial calculators and other tools to help you manage your account.

LONG TERM CARE INSURANCE

Travis County now offers voluntary Long Term Care insurance. Employees and retirees and their family members are eligible to apply for this coverage at *any* time during the year. New Employees will have one guarantee issue period when coverage is offered to them with no underwriting requirements. This period will be in February of each year. Other employees, retirees and family members will go through an application process that includes medical underwriting questionnaire and submit for approval. Applications will be medically underwritten and approved or rejected based on medical information submitted. This is an age rated indemnity product, so your cost depends on the age you are at effective date of your coverage. Rates do not increase in most cases once you are approved. Premiums will be direct billed to employee, retiree or family member. Policy Number 205655 UNUM Life Insurance Co. of America

Long Term Care Available Benefit Options	
Term of Care	3 years, 6 years or Lifetime* (lifetime term requires underwriting for all applicants)
Long Term Care Facility Benefit	Choice of \$2000, \$3000, \$4,000, \$5000, or \$6000 per month
Home Care Benefit	50% of monthly long term care facility benefit chosen. Choice of Professional Home and Community Care (professional licensed care) or Total Choice Home Care benefits (licensed and unlicensed caregivers).
Inflation Protection Benefit	5% Simple inflation protection

Please go to <https://w3.unum.com/enroll/countyoftravis/index.aspx> or <http://traviscentral/> for more detailed information on this important benefit. UNUM may be reached directly at 1-800-227-4165.

PAID TIME-OFF BENEFITS

It is the intent of the county to provide all regular employees with a competitive benefit package. The Commissioners Court will determine the level of benefits that will be provided based on the financial resources of the County. Employee benefits are subject to change on an annual basis by order of Commissioners Court through the budgetary process.

Vacation Time

The County recognizes that employees need time away from work for rest, relaxation, and to attend to personal business that must be conducted during normal office hours, therefore, the County has established a vacation leave policy. Employees must obtain approval from their supervisor, before using vacation leave. Regular employees shall earn vacation leave each pay period as long as employment continues. Regular part-time employees shall earn vacation leave on a prorated basis.

The maximum accrual of vacation leave is limited to 240 hours (30 days) for regular full-time employees, except for law enforcement officers, who have no limit of accrual. Upon separation, a regular full-time employee shall be compensated for vacation leave accrued on the basis of their final salary rate. Payment shall not exceed a total of 160 hours (20 days).

Vacation Time Accrual Levels	
0 - 5 years	4.0 hours per pay period
6 - 10 years	4.5 hours per pay period
11 - 15 years	5.0 hours per pay period
16 - 20 years	5.5 hours per pay period
21 + years	6.0 hours per pay period

Vacations will be granted to employees at the discretion of the elected official/department head or their designee who will give due consideration to the needs of the office/department and the ability of remaining staff to perform the necessary work. An official county holiday which occurs during an employee's vacation shall not be charged against vacation leave time.

Sick Leave

Employees shall earn sick leave at a rate of 4 hours per pay period, with no accrual maximum. Regular part-time employees shall earn sick leave on a pro-rated basis.

An elected official/department head, or his/her designee, should authorize use of accrued sick leave for an employee who is unable to perform his/her duties because of illness, injury, or other temporary disabilities. An employee may use accrued sick leave to care for a member(s) of the employee's immediate family, or a person(s) within the same household with whom the employee shares a significant relationship of mutual caring, who are ill or incapacitated. An employee must obtain approval from his/her immediate supervisor prior to attending an appointment for non-emergency dental or medical examinations, for himself or an immediate family member, scheduled during normal working hours.

An elected official/department head, or his/her designee, may ask an employee to provide a doctor's statement to substantiate sick leave requests after an employee has been on sick leave for three (3) consecutive work days or more.

Unscheduled sick leave usage should be used for emergent situations. The employee should follow the department's notification procedures when unable to report to work as scheduled.

Upon separation, an employee shall be compensated for half of up to 480 hours of their accrued sick leave at their final salary rate. Therefore, the maximum sick leave payout is equivalent to 240 hours of pay.

Holiday Pay

Regular full-time and regular part-time employees are allowed the holidays designated by the official action of the Commissioners Court, unless required by their supervisor to work. Regular part-time employees receive pay for the holidays on a pro-rated basis.

County Approved Holidays		
Veteran's Day	New Year's Day	Memorial Day
Thanksgiving (2 days)	Martin Luther King, Jr. Day	Independence Day
Christmas (2 days)	Presidents' Day	Labor Day

Regular non-exempt employees who are required by their supervisor to work on a holiday accrue non-designated holiday time credit on an hour for hour basis for scheduled hours worked. This credit may be used at a later date.

- Regular nonexempt and exempt aviation employees who are required by their supervisor to work on a holiday receive holiday time pay on an hour for hour basis for scheduled hours worked in addition to pay for the hours worked.
- Regular nonexempt and exempt aviation employees whose regularly scheduled day off falls on a holiday accrues non-designated holiday time credit on an hour for hour basis for scheduled hours. This credit may be used at a later date.

Regular non-exempt employees whose regularly scheduled day off falls on a holiday accrues non-designated holiday time credit on an hour for hour basis for scheduled hours. This credit may be used at a later date.

Employees must obtain approval from their supervisor before using non-designated holiday time credit.

If an employee is requesting leave, the employee must use non-designated holiday time credit before using vacation leave unless the employee is subject to losing vacation leave if it is not taken within the following three months. It is the employee's responsibility to request the appropriate type of leave. Non-designated holiday time credit accrues until it is used or until an employee separates from County. Upon separation, non-exempt employees are not paid for more than 16 hours of unused non-designated holiday credit. Unused non-designated holiday credit is paid at the regular rate of pay.

Personal Holiday

All regular full-time employees are eligible for up to three (3) paid personal holidays each calendar year if approved on an annual basis by the Commissioners Court. Regular part-time employees shall be granted personal holidays on a prorated basis.

Personal holidays are in addition to vacation leave and shall be scheduled at the discretion of the elected official/department head, or his/her designee. Personal holidays shall be requested by the employee and approved by the elected official/department head or his/her designee. Personal holidays do not accumulate from one calendar year to the next.

Personal holidays must be taken in no less than eight (8) hour increments. An employee shall earn personal holidays for the calendar year in which the employee begins employment based on the month in which he/she begins work as shown below:

An employee shall earn personal holidays for the calendar year in which the employee begins employment based on the month in which he/she begins work as shown below:

January- March	3 personal holidays
April- June	2 personal holidays
July - September	1 personal holidays
October-December	none

A new employee must be employed for 90 calendar days before taking a personal holiday. Reinstated employees will earn personal holidays based on their new hire date, except that no employee may earn

more than 3 personal holidays in one calendar year. Unused personal holidays are not paid at separation. A personal holiday may not be used as the last day of employment

An employee who is on leave without pay will not accrue Vacation leave, Sick leave, Longevity, Merit review service, or Retirement service.

Travis County will not extend any employee benefits to an employee while he/she remains on leave without pay except as required by law. The employee may choose to make arrangements with the county auditor to pay both the employee and the employer portions of benefit premiums in order to maintain health and insurance coverage during the leave.

OTHER BENEFITS

Employee Assistance Program

Alliance Work Partners (AWP) sponsors the County's Employee Assistance Program (EAP). The EAP is a program offering free and confidential short-term counseling and referral services to Travis County employees and their families. Our EAP is a resource for personal, work-related, financial and even legal assistance. You can access services through AWP by calling the toll free number at 800-343-3822 anytime, 24 hours a day, and 365 days a year. There is also a local number, (512)-328-1144

You will speak confidentially with one of AWP's intake and Referral counselors who can help you set up an appointment with an EAP counselor, schedule a free 30-minute legal or financial consultation or gather referrals and resources on a variety of work/life topics.

It is the policy of AWP to assure strict confidentiality in the handling of clients' identities and personal information associated with the use of the EAP.

Alliance Work Partners EAP can help you with:

- Job performance
- Marital difficulties
- Family issues
- Communication skills
- Managing depression and anxiety
- Alcohol / Substance Abuse
- Child and elder care resources
- Parenting support
- Anger management
- Legal and financial issues
- Grief and bereavement
- Smoking cessation
- Weight loss
- Time management
- Stress management
- Personal concerns
- Career management
- Self-improvement plans

Tuition Reimbursement

It is the intent of the county to provide training and development opportunities to encourage high-quality performance, to prepare employees for new or increased responsibilities, and to provide opportunities for individual growth, promotion, development, and self-fulfillment, to the extent possible.

Travis County offers Tuition Reimbursement to its regular employees, who have been continuously employed full-time with Travis County at least six months prior to the start of the course and remain continuously employed with Travis County at least six months after the end of the course. Elected and Appointed Officials are not eligible for Tuition Reimbursement. In order to receive a refund, the course must be taken from an accredited college, university, or technical school in the United States and approved by the Human Resources Management Department. Once an employee receives approval and meets the completion requirement(s) for the course or exam, employees can receive assistance equal to 80% of the tuition (tuition, testing and required fees) up to a \$1000 maximum per semester, and \$2000 maximum per fiscal year.

For eligibility, completion requirements and other details please refer to section 10.020 of the “Chapter 10: Travis County Personnel Benefits Guidelines and Procedures Manual.”

Longevity Pay

For regular employees, longevity pay is based on long-term employment and service to the county. For transfer employees, longevity pay is based on long-term employment and service to both the City of Austin and the county. Longevity Pay is paid to regular and transfer employees for each year completed after three years of continuous service on the anniversary of their hire date. On an employee's fourth and subsequent anniversaries, he or she will receive a lump sum payment for the previous year. Any employee who terminates employment prior to his or either her anniversary date forfeits longevity pay.

Longevity pay is based whichever is greater, either

- On five dollars per month for each year of service up to 25 years, or
- On a percentage of the employee's annual base pay as follows:
 - For three to five years of service: .50%
 - For six to nine years of service: .75%
 - For 10 to 15 years of service: 1.00%
 - For 16 to 20 years of service: 1.5%
 - For 21 or more years of service: 2.00%
- An employee with more than 25 years of service will be credited for the maximum of 25 years at the higher rate.
- Peace officers who are in a law enforcement activity, whose job mandates state peace officer certification accrue up to 25 years of longevity pay. Longevity pay begins after one year of certification and is prorated upon separation from the county.

Worker's Compensation

The county provides all employees with Workers' Compensation coverage in accordance with state statute. A salary continuation program has been provided by the Commissioner's Court through the budget process. All non-POPS regular employees are eligible for salary continuation if they are injured or become ill due to a job-related incident and follow the required reporting procedures up to a maximum of six (6) months. If you sustain an injury arising out of, or in the course of work, you must report such injury to your supervisor and/or the Risk Management Department immediately.

Training & Development

Management Development

HRMD offers training that supports the “core competencies” that have been approved by the Commissioner's Court. Approval of the “core competencies” established the Court's expectations and a baseline for required knowledge and skills for individuals who supervise people. Gain the fundamental knowledge and skills you need to become a confident and effective manager by participating in world-class training that is guaranteed to enhance your people management skills.

Earn a Management Certificate of Achievement by completing all eight classes as part of the Performance Management initiative.

- Conflict Resolution Alternatives
- EAP Orientation for Supervisors
- Effective Discipline for Performance and Behavior
- FLSA (Fair Labor Standards Act)
- FMLA / ADA
- Harassment Prevention for Supervisors
- Key Principles of Effective Performance Management
- Workers Compensation

Leadership Austin

The purpose of this program is to benefit Travis County and the community by providing an opportunity for county employees to participate in leadership training as funds are available and to provide written guidelines for consideration in awarding of those funds. This program is separate from the Tuition Refund Program and will not overlap.

Travis County Leadership program is available to all employees who wish to take part in Leadership Training which would result in direct benefit to Travis County. Employees or their department should submit a Memorandum of Request to the Human Resources Management Department.

See Chapter 16 of the Travis County Code: Leadership Training-Funding Guidelines for additional details on the program.

Item C3



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

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

AB

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

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, January 22, 2013 to receive comments regarding plat for recording: Resubdivision of Riverplace Section 9, Lot 1 (Resubdivision Final Plat - Five Total Lots - River Place Boulevard - City of Austin ETJ) in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

This resubdivision final plat consists of five total lots (four residential and one commercial lot on 15.22 acres. There are no public or private streets proposed with this final plat. Parkland dedication or fees in lieu of dedication are not required for this resubdivision. Fiscal surety is not required for this short form plat. Water and wastewater service to be provided by River Place Municipal Utility District.

STAFF RECOMMENDATIONS:

As this resubdivision final plat meets all Travis County standards and was approved by the City of Austin Zoning and Platting Commission meeting on December 4, 2012, Single Office staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

Notification

Notification of this resubdivision final plat's hearing at the City of Austin's Zoning and Platting Commission (ZAP) as well as Commissioners Court was mailed to all current owners of property and all registered neighborhood associations within 500 feet of the proposed subdivision. These addresses were obtained from the Travis Central Appraisal District current tax rolls. Single Office records show that all property owners that are required to be notified under Title 30 were notified. The Single Office has registered no interested parties for this application.

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. Should staff receive any inquiries from adjacent property owners as a

result of the mailout or sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Precinct map
- Location map
- Existing final plat
- Proposed final plat

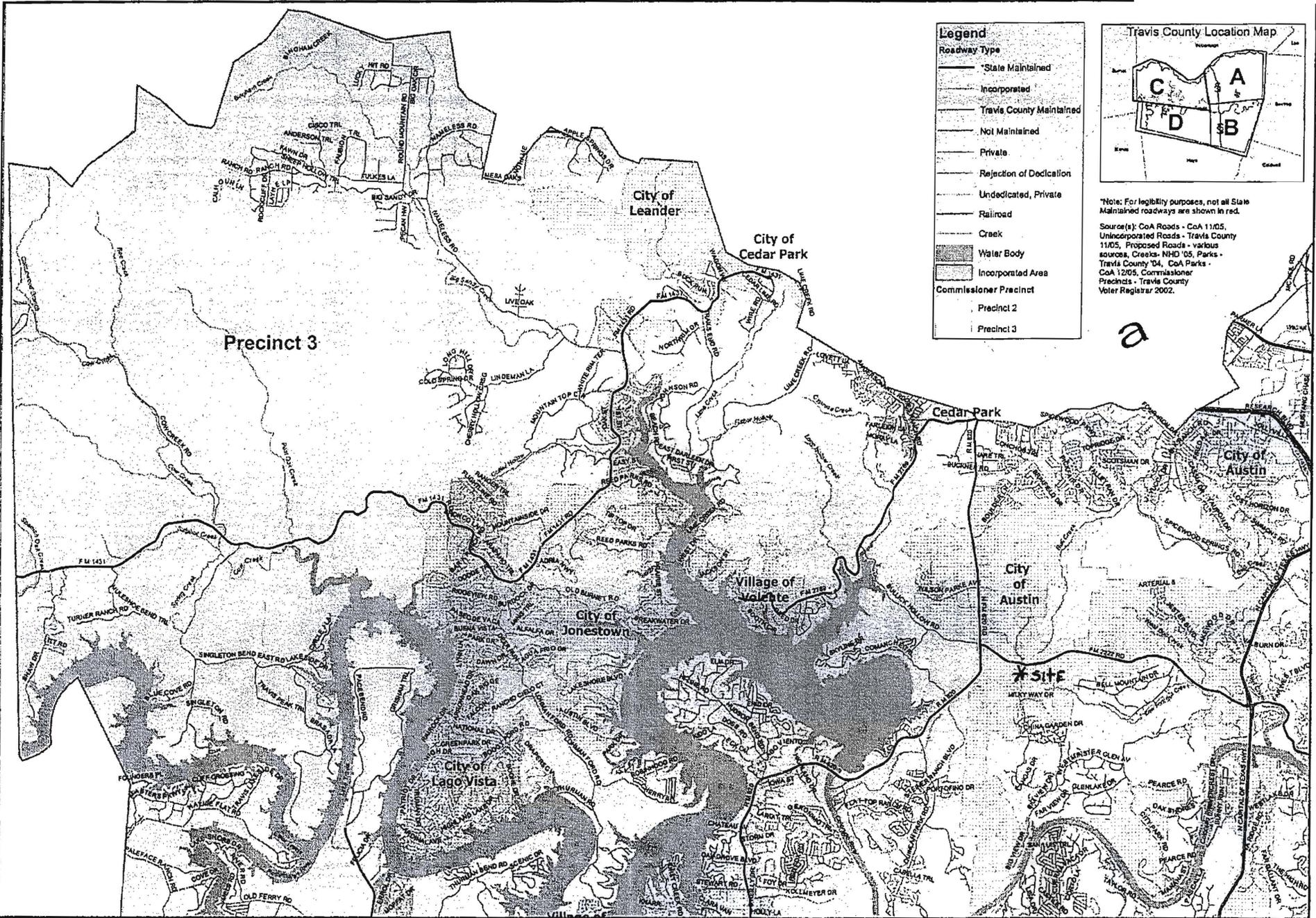
REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh

1101 - Development Services - Resubdivision of River Place Section 9, Lot 1



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) 654-9383.

Text Scale:
 1 inch equals 1,002 miles
 1 inch equals 5,292 feet

Travis County Roadways, Map C



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 01/04/2006
<http://www.co.travis.tx.us/maps>



-  Subject Tract
-  Base Map

CASE#: C8J-2012-0050.0A
LOCATION: 4207 Riverplace Blvd.



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.

- Original Plat -

RIVER PLACE

SEC. 9



SCALE 1"=100'

- LEGEND
- IRON PIN FOUND
 - IRON PIN SET
 - CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - BL BUILDING LINE

LAKE AUSTIN PROPERTIES, LTD.
STEVE TOPLETZ, TRUSTEE
VOLUME 8171 PAGE 25

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD B'IS
1	57°03'17"	425.00	423.21	231.02	405.04	N 20°22'21"W
2	31°58'25"	265.00	147.88	75.92	145.92	N 15°09'31"E
3	60°48'21"	265.00	281.23	155.49	268.22	N 61°31'53"E

E. R. McLEAN SURVEY NO. 200

LAKE AUSTIN PROPERTIES, LTD.
STEVE TOPLETZ, TRUSTEE
VOLUME 8171 PAGE 25

D & W RAILROAD SURVEY NO. 71

LOT 1
15.224 ACRES

W. R. HOBBS SURVEY NO. 456

Vol. 85 Page 96C
PLAT RECORD, TRAVIS COUNTY, TEXAS

RIVER PLACE SEC. 9

TYE F. COLLINS & ASSOCIATES
CONSULTING ENGINEERS

AUSTIN, TEXAS

DATE: 9/7/84	REVISIONS	DESIGNED BY: M.S.
JOB NO.:	DATE: M.S.	DRAWN BY: B.F.
SHEET NO. 2 OF 4		CHECKED BY: B.F.

RECEIVED
OCT 15 1984

LAKE AUSTIN PROPERTIES, LTD.

Handwritten note: Resub 9/13/84 pg. 96C

Handwritten note: C8 83-88.9(84)



Item C4

Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 2012

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

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

AB

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, January 22, 2013 to receive comments regarding plat for recording: Partition of the Ida Mae Burch Estate Resubdivision of a Portion of Lot 5-B (Resubdivision Final Plat - Two Total Lots - Burch Drive - City of Austin ETJ) in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

This resubdivision final plat consists of two total commercial lots on 2.998 acres. There are no public or private streets proposed with this final plat. Parkland dedication or fees in lieu of dedication are not required for this non-residential subdivision. Fiscal surety is not required for this short form plat. Water service to be provided by Garfield Water Supply Corporation, and wastewater service to be provided by the on-site septic facilities.

STAFF RECOMMENDATIONS:

As this resubdivision final plat meets all Travis County standards and is scheduled for approval at the City of Austin Zoning and Platting Commission meeting on December 18, 2012, Single Office staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

Notification

Notification of this resubdivision final plat's hearing at the City of Austin's Zoning and Platting Commission (ZAP) as well as Commissioners Court was mailed to all current owners of property and all registered neighborhood associations within 500 feet of the proposed subdivision. These addresses were obtained from the Travis Central Appraisal District current tax rolls. Single Office records show that all property owners that are required to be notified under Title 30 were notified. The Single Office has registered no interested parties for this application.

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. Should staff receive any inquiries from adjacent property owners as a

result of the mailout or sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Precinct map
- Location map
- Existing final plat
- Proposed final plat

REQUIRED AUTHORIZATIONS:

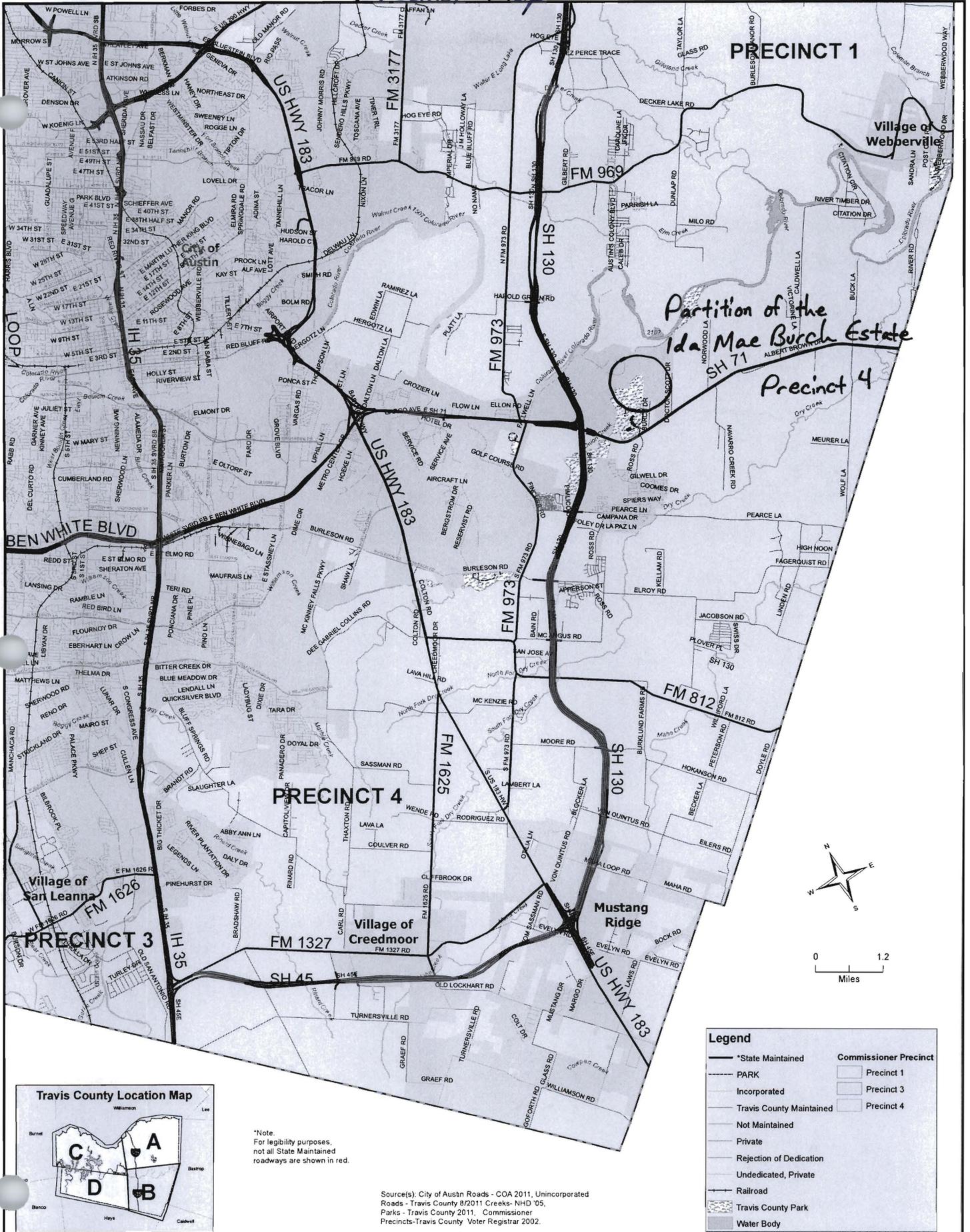
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

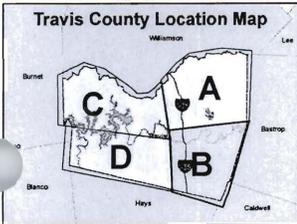
SM:AB:mh

1101 - Development Services - Partition of the Ida Mae Burch Estate Resubdivision of a Portion of Lot 5-B

Precinct Map



Legend	
	*State Maintained
	PARK
	Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Rejection of Dedication
	Undedicated, Private
	Railroad
	Travis County Park
	Water Body
	Commissioner Precinct
	Precinct 1
	Precinct 3
	Precinct 4



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

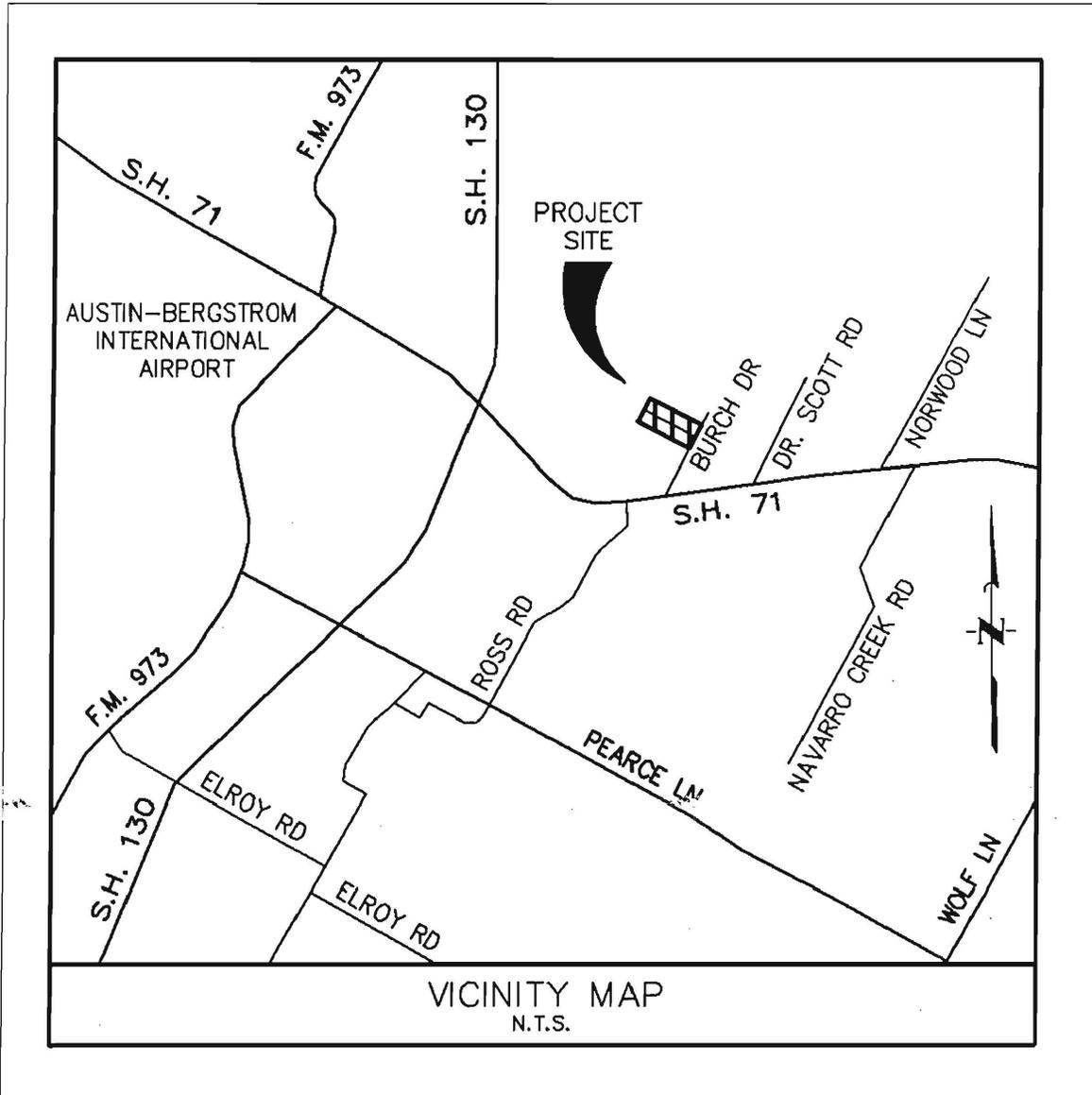
Source(s): City of Austin Roads - COA 2011, Unincorporated Roads - Travis County 8/2011 Creeks- NHD '05, Parks - Travis County 2011, Commissioner Precincts-Travis County Voter Registrar 2002.

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

Travis County Roadways, Map B

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

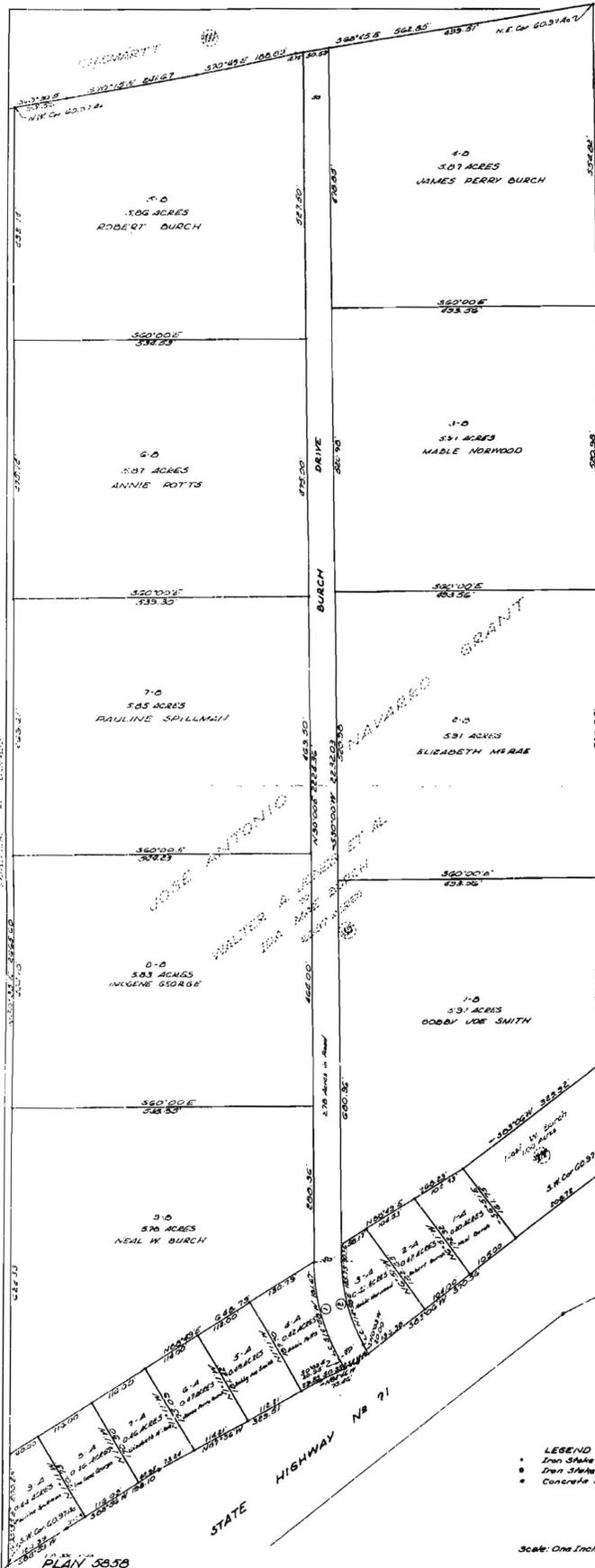
Genesis 1 Engineering Co.
Austin, Tx



4002-4004 BURCH DRIVE
DEL VALLE, TEXAS

2013-12-13 11:11 AM

Existing Plat



PARTITION OF IDA MAE BURCH ESTATE A PORTION JOSE ANTONIO NAVARRO GRANT

CURVE DATA

(1)	(2)
A 30'03"	A 37'03"
T 34'03"	T 30'03"
R 330.33'	R 300.33'
LC 181.67'	LC 155.33'
da 183.37'	da 152.33'

SEPTIC TANK NOTE
Each house in this subdivision shall be connected to a septic tank of a capacity approved by the State Health Department.

BASEMENTS
The rear 2 feet of each lot and 5 feet along the south lines of lots 9.0 and 1.0 is hereby reserved for public utilities and drainage easements.

THE STATE OF TEXAS
COUNTY OF TRAVIS
I, J. R. Burch, of Travis County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the original plat filed in the public records of this county on the 14th day of October, A.D. 1935.

J. R. Burch

THE STATE OF TEXAS
COUNTY OF TRAVIS
I, Miss Emily Limberg, County Clerk of Travis County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the original plat filed in the public records of this county on the 14th day of October, A.D. 1935.

THE STATE OF TEXAS
COUNTY OF TRAVIS
I, Miss Emily Limberg, County Clerk of Travis County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the original plat filed in the public records of this county on the 14th day of October, A.D. 1935.

THE STATE OF TEXAS
COUNTY OF TRAVIS
I, Miss Emily Limberg, County Clerk of Travis County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the original plat filed in the public records of this county on the 14th day of October, A.D. 1935.

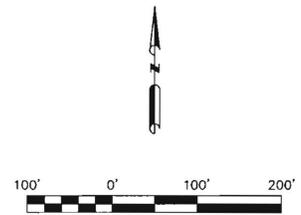
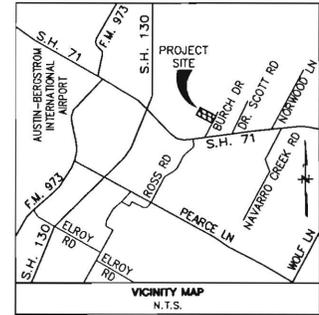
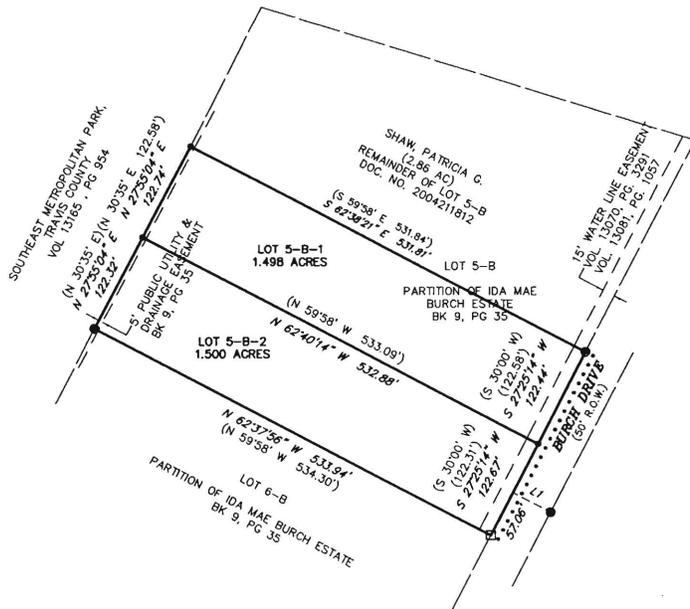
- LEGEND
- Iron Stake Set
 - Iron Stake Found
 - Concrete Monument

Surveyed September 23, 1935
W. H. Halliday, Jr.
Professional Engineer
Scale: One Inch = One Hundred Feet
(S.E. 2)

Proposed Plat

PARTITION OF THE IDA MAE BURCH ESTATE RESUBDIVISION OF A PORTION OF LOT 5-B

TRAVIS COUNTY, TEXAS



STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:
That I, Steve Paul Newcomb, owner of a 1.498 acre portion of Lot 5-B, Partition of the Ida Mae Burch Estate, a subdivision as recorded in Book 9, Page 35, of the Plat Records of Travis County, Texas, as conveyed to me by warranty deed recorded in Document No. 2004121294 of the Official Public Records of Travis County, Texas, and that I, Isidro Garcia, Jr., owner of a 1,500 acre portion of Lot 5-B, Partition of the Ida Mae Burch Estate, a subdivision as recorded in Book 9, Page 35, of the Plat Records of Travis County, Texas, as conveyed to me by warranty deed recorded in Volume 13135, Page 2982 of the Real Property Records of Travis County, Texas, said portions of Lot 5-B being 2,998 acres of land out of the Jose Antonio Navarro Grant, Travis County, Texas, the undersigned owners do hereby resubdivide 2,998 acres of land, pursuant to Section 212.014 of the Texas Local Government Code, in accordance with this plat, to be known as **PARTITION OF THE IDA MAE BURCH ESTATE RESUBDIVISION OF A PORTION OF LOT 5-B**, and hereby dedicates to the public the use of the easements shown hereon, subject to any easements, covenants or restrictions heretofore granted and not released.

WITNESS MY HAND, this the _____ day of _____, 20____, A.D.

Steve Paul Newcomb
4002 Burch Drive
Del Valle, TX 78617

WITNESS MY HAND, this the _____ day of _____, 20____, A.D.

Isidro Garcia, Jr.
4004 Burch Drive
Del Valle, TX 78617

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned authority on this day personally appeared Steve Paul Newcomb, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

Print Notary's Name
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned authority on this day personally appeared Isidro Garcia, Jr, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

Print Notary's Name
My Commission Expires: _____

LEGEND

- 1/2" IRON ROD FOUND
- 3/4" IRON PIPE FOUND
- 1/2" IRON ROD SET W/CAP
- STAMPED "TERRA FIRMA"
- CONCRETE MONUMENT SET
- () RECORD INFORMATION
- PROPOSED SIDEWALK

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 82°36'07" W	50.82'

LOT ID	LOT ACREAGE	TYPE
LOT 5-B-1	1.498 ACRES	NON-RESIDENTIAL
LOT 5-B-2	1.500 ACRES	NON-RESIDENTIAL
TOTAL	2.998 ACRES	

BEARING BASIS:

HORIZONTAL DATUM BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00004.

SHEET 1 OF 2

FILE: \\PROJECTS\4603\SURVEY\DRAWINGFILES\1001\PLAT.DWG	
PROJECTS\4603\SURVEY\POINTFILES\4603-001-00-001.CRD	
JOB NO: 04603-001-00/001	DRAWN BY: MC
DATE: 04-20-2010	CHECKED BY: JON
SCALE: 1"=100'	REVISED: 06/28/12

PARTITION OF THE IDA MAE BURCH ESTATE RESUBDIVISION OF A PORTION OF LOT 5-B



PARTITION OF THE IDA MAE BURCH ESTATE RESUBDIVISION OF A PORTION OF LOT 5-B

TRAVIS COUNTY, TEXAS

FLOOD PLAIN NOTE:

No portion of this tract is within a special flood hazard area as identified by the Federal Emergency Management Agency as shown on the Federal Flood Insurance Rate Map No. 48453C0630H, Travis County, Texas, dated September 26, 2008.

I, George A. Gonzalez, am authorized under the laws of the State of Texas to practice the profession of engineering, and hereby certify that this plat is true and correct to the best of my knowledge.

GENESIS 1 ENGINEERING COMPANY,
2605 Jones Road, Suite E
Austin, Texas 78745

George A. Gonzalez
Registered Professional Engineer No. 78329
Date _____

I, Jonathan O. Nobles, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plat, is true and correct to the best of my ability, and was prepared from an actual survey of the property made under my supervision on the ground.

TERRA FIRMA LAND SURVEYING
1701 Directors Boulevard, Suite 400
Austin, Texas 78744

Jonathan O. Nobles
Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777
Date 11/14/2012



This subdivision is located within the 2-mile extraterritorial jurisdiction of the City of Austin, Texas, as of this the _____ day of _____, 20____ A.D.

ACCEPTED AND AUTHORIZED FOR RECORD by the Director, Planning and Development Review Department, City of Austin, Travis County, Texas, this the _____ day of _____, 20____ A.D.

Greg Guernsey, Director
Planning and Development Review Department

ACCEPTED AND AUTHORIZED FOR RECORD by the Zoning and Platting Commission of the City of Austin, Texas, this the _____ day of _____, 20____ A.D.

Chairperson _____ Secretary _____

COMMISSIONERS' COURT RESOLUTION

In approving this plat, the Commissioners Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plat or any bridges or culverts in connection therewith. The building of all streets, roads, and other public thoroughfares shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares or in connection therewith, is the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas.

The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage improvements (the "improvements") to County Standards in order for the County to accept the public improvements for maintenance or to release fiscal security posted to secure private improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the improvements. The Owner(s)' obligation to construct the improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation 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 developers' construction.

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, Dana DeBeauvoir, Clerk of the County Court of Travis County, Texas, do hereby certify that on the _____ day of _____, 20____ A.D., the Commissioners' Court of Travis County, Texas passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT of said County, the _____ day of _____, 20____ A.D.

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy _____

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 _____ day of _____, 20____ A.D., at _____ o'clock _____ M., and duly recorded on the _____ day of _____, 20____ A.D., at _____ o'clock _____ M., of the said County and State in Document No. _____, Official Public Records of Travis County.

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

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy _____

NOTES:

- 1) This subdivision is located in the Dry Creek East Watershed and is classified as suburban.
- 2) In a suburban watershed, water quality controls are required for new development in accordance with the environmental criteria manual of the City of Austin Land Development Code.
- 3) All streets, drainage, sidewalks, water and wastewater lines and erosion controls shall be constructed and installed to City of Austin standards.
- 4) Prior to construction on lots in this subdivision, drainage plans will be submitted to the City of Austin and Travis County for review. Rainfall runoff shall be held to the amount existing at undeveloped status by ponding or other approved method.
- 5) It shall be the responsibility of the Engineer to demonstrate through maps, schematics, calculations and supporting data that the proposed infrastructure, R.O.W. and drainage easements are adequate to convey the design flows in accordance with the City of Austin's Land Development Code. Additional dedication of drainage easement(s) may be required at the time of final platting or construction.
- 6) All drainage easements on private property shall be maintained by the property owner or assigns.
- 7) Property owner and/or his/her assigns shall provide for access to drainage easements as may be necessary and shall not prohibit access by Travis County or other governmental authorities for inspection or maintenance of said easement.
- 8) Enclosed storm sewer pipes will be located in drainage easements a minimum of 15 feet wide. Easements for open channels shall be a minimum of 25 feet wide.
- 9) No buildings, fences, landscaping or other obstructions are permitted in drainage easements except as approved by the City of Austin and Travis County (and other appropriate jurisdiction).
- 10) Erosion/Sedimentation controls are required for all construction on each lot pursuant to LDC section 30-5-181, and the Environmental Criteria Manual. It shall be the responsibility of the lot owner/builder to install and maintain temporary erosion controls (silt fence, revegetation and tree protection for all disturbed areas during the period of construction until disturbed areas are adequately stabilized against erosion pursuant to the City of Austin Land Development Code.
- 11) All disturbed areas within each phase of this project shall be revegetated and all permanent erosion/sedimentation controls completed prior to the issuance of occupancy permits for that phase. Temporary E/S controls shall be adjusted as needed prior to this release to ensure that subsequent phase disturbed areas are adequately covered. Additionally, any area within the limits of construction of the project which is not adequately revegetated shall be brought into compliance prior to the release of the final phase.
- 12) The owner/developer of this subdivision/lot is responsible for providing the subdivision infrastructure, including water and wastewater improvements, offsite main extensions, and system upgrades.
- 13) No lot shall be occupied until the structure is connected to Garfield Water Supply's water system and on-site sewage facility approved by Travis County.
- 14) The water utility system serving this subdivision must be in accordance with the City of Austin utility design criteria. The water utility plan must be reviewed and approved by the Austin Water Utility. All water construction must be inspected by the City of Austin. The landowner must pay the City inspection fee with the utility construction.
- 15) The owner of this subdivision, and his or her successors and assigns, assumes responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Austin. The owner understands and acknowledges that plot vacation or replatting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.
- 16) It will be the responsibility of the developers of the individual lots to include in their approved site plans the construction of sidewalks to City of Austin Standards.
- 17) No construction or placement of structures including buildings, sheds, pools, landscaping or gardens is allowed within a critical environmental feature buffer zone per the City of Austin's Land Development Code.
- 18) Maintenance of the water quality controls required above shall be according to City of Austin standards.
- 19) 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 Land Development Code Section 30-5-211.
- 20) This project is not located over the Edward's Aquifer Recharge Zone.
- 21) Travis County Development Permit is required prior to site development.
- 22) No objects, including but not limited to, buildings, fences or landscaping shall be allowed in a drainage easement except as approved by Travis County (and other appropriate jurisdiction).
- 23) Sidewalks along Burch Drive are required to be constructed by the property owner after the abutting roadway is improved and concrete curb and gutter is in place. Failure to construct the required sidewalks may result in withholding of certificates of occupancy, building permits, or utility connections by the governing body or utility company.
- 24) Electric provided by Bluebonnet Electric Cooperative, Phone provided by AT&T. Water Service is provided by Garfield Water Supply Corporation. There is no gas services provided to the site.
- 25) A Balance of Tract waiver was granted per Title 30-2-34(D) by staff.

Travis County On-site Wastewater Program Plat Notes

- 1) No structure in this subdivision shall be occupied until connected to a public sewer system or a private on-site wastewater (septic) system that has been approved and licensed for operation by the Travis County On-Site Wastewater Program.
- 2) No construction may begin on any lot in this subdivision until plans for the private on-site sewage disposal system are approved by the Travis County On-Site Wastewater Program.
- 3) Development on each lot in this subdivision shall be in compliance with the minimum requirements of the Title 30 of the Texas Administrative Code Chapter 285 and Travis County Code Chapter 48 that are in effect at the time of construction.
- 4) These restrictions are enforceable by the Travis County On-Site Wastewater Program.
- 5) Commercial use and one single family dwelling are allowed on each lot. If a single family dwelling is placed on a lot, the area of the commercial use shall not exceed 0.498 acres on Lot 5-B-1 or 0.500 acres on Lot 5-B-2.
- 6) No structure in this subdivision shall be occupied until connected to a potable water supply from an approved water system or a private well.

Stacey Scheffel D. R., Program Manager, On-site Wastewater, Travis County TNR Date _____

SHEET 2 OF 2

FILE: J:\PROJECTS\4603\SURVEY\DRAWINGFILES\T001\PLATTING	J:\PROJECTS\4603\SURVEY\POINTFILES\4603-001-00-001.CRD
JOB NO: 04603-001-00/001	DRAWN BY: MC
DATE: 04-20-2010	CHECKED BY: JON
SCALE: 1"=100'	REVISED: 11/14/12

**PARTITION OF THE IDA MAE
BURCH ESTATE RESUBDIVISION OF
A PORTION OF LOT 5-B**



1701 Directors Boulevard, Suite 400 Austin, Texas 78744 • 512/328-8373 • Fax 512/445-2286

Item 1



Travis County Commissioners Court Agenda Request TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: December 18, 2012

Prepared By/Phone Number: Karen Thigpen, Assistant Manager/854-4743

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action on the Memorandum of Understanding (MOU) with Travis County Health and Human Services and Veterans Service for Contract Administrative Services for the Amy Young Barrier Removal Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Staff requests the Board enter into a MOU with Travis County Health and Human Services and Veterans Services for the programmatic services related to the Amy Young Barrier Removal Program including participant intake and evaluation, administration/supervision of construction, etc. The Travis County Housing Finance Corporation will administer grant funds provided by the Texas Department of Housing and Community Affairs (TDHCA) to ensure eligibility, payment requests and grant compliance. The Amy Young Barrier Removal Program utilizes funds from the Texas Department of Housing and Community Affairs (TDHCA) providing onetime grants of up to \$20,000 to Persons with Disabilities for home modifications necessary for accessibility and the elimination of hazardous conditions.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES:

The Travis County Housing Finance Corporation has the opportunity to participate in TDHCA's Amy Young Barrier Removal Program upon the State's announcing the availability of nearly \$2,000,000 for this year in funding available from the Housing Trust Fund (a total of nearly \$4,000,000 for the biennium). The Amy Young Barrier Removal Program provides one-time grants of up to \$20,000 to Persons with Disabilities qualified as Low Income for home modifications necessary for accessibility and the elimination of hazardous conditions. Funds may not be used for repairs or construction unrelated to accessibility modification, barrier removal or the elimination of hazardous or unsafe conditions in the housing unit. Program beneficiaries may be tenants or homeowners and their household members with disabilities.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approving this request will not increase the Housing Finance Corporation's Budget. The MOU with HHSVS is for activity services related to TDHCA's Amy Young Barrier Removal Program. Funds from the State are reserved through a Reservation System and, after verification of eligibility and obtaining construction approval, the administrator requests payment for completed work on approved projects. The Administrator is entitled to bill up to 10% in administrative costs and has 120 calendar days to complete all approved construction.

REQUIRED AUTHORIZATIONS:

Andrea Shields, Travis County Housing Finance Corporation
Karen Thigpen, Travis County Housing Finance Corporation
Leslie Browder, County Executive, PBO
Nicki Riley, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes, Travis Purchasing Agent
Lance Pearson, Housing Services Manager

MEMORANDUM OF UNDERSTANDING FOR CONTRACT ADMINISTRATIVE SERVICES FOR
A AMY YOUNG BARRIER REMOVAL PROGRAM BETWEEN TRAVIS COUNTY AND
TRAVIS COUNTY HOUSING FINANCE CORPORATION

This Memorandum of Understanding ("MOU") is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), and Travis County Housing Finance Corporation, a public non-profit corporation incorporated under the TEX. LOC. GOV'T CODE ANN., ch. 394 ("Corporation").

RECITALS

The State of Texas, through the Texas Department of Housing and Community Affairs ("TDHCA"), provides funds through its Texas Housing Trust Fund for the Amy Young Barrier Removal Program ("Program").

The Corporation has filed and received approval of certification from the State of Texas as an Administrator under the Program, and requires contract direct services in order to implement the Program funded by grant funds from TDHCA.

County has the authority to provide those services pursuant to Texas Government Code, Section 81.027 and other statutes, and will provide the direct services for the Corporation through Travis County Health, Human Services and Veterans Services (TCHHSVS), Housing Services.

AGREEMENT

In consideration of the mutual promises and covenants in this MOU, County and Corporation agree to the following terms and conditions:

1.0 DEFINITIONS

In this MOU,

1.1 "Board" means the Boards of Directors of the Travis County Housing Finance Corporation.

1.2 "Commissioners Court" means Travis County Commissioners Court.

1.3 "Grant" means the Amy Young Barrier Removal Grant provided by Texas Department of Housing and Community Affairs ("TDHCA") to Corporation.

1.4 "Program" means the Amy Young Barrier Removal Grant program provided for under the TDHCA Grant.

2.0 MOU PERIOD

2.1 Initial Term. This MOU shall begin when signed by both parties and continue in effect until the Grant period terminates, unless earlier terminated by either party.

2.2 Extended Term. If additional grant funds are secured by Corporation, the term may be extended for the length of that additional grant period from TDHCA by written amendment.

3.0 COUNTY PERFORMANCE OF SERVICES

3.1 During the term of this MOU, County, through Travis County Housing Services, a program of Travis County's Health & Human Services and Veterans Service ("Housing/TCHHSVS"), shall provide the following services for the Corporation as described in the Corporation's Grant contract with TDHCA to those persons who have been accepted into the Program:

3.1.1 Receive new applications from Travis County, Texas, residents in need of Program assistance through the County's current application for assistance process;

3.1.2 Qualify new applicants in compliance with the rules, regulations and requirements of the Program, including eligibility determination using the Program guidelines;

3.1.3 Complete assessment and evaluation of the home:

(a) verification of the viability of the structure and ownership documentation.

(b) completion of a detailed scope of work showing barrier removal and health or safety hazard removal needed.

(c) completion of a detailed estimate (coordinated with current County subcontractors and suppliers) of the work that is needed, including funding limitations applicable to criteria for barrier removal and health and safety removal, respectively.

3.1.4 Submit the above to TDHCA for approval.

3.1.5 Serve as General Contractor for all approved projects under the Program utilizing existing County vendor, subcontractors and suppliers as well as in-house County personnel to perform the work needed.

3.1.6 Provide the required and agreed upon personnel to effectively implement the Program for the duration of the Grant.

3.1.7 Create and maintain all necessary documentation and records related to the Program.

3.2 County shall perform all services and activities under this MOU in a professional, prompt and efficient manner, at a standard acceptable for similar services in Travis County.

3.3 County and Corporation shall conform to all laws, regulations and ordinances applicable to the performance of this MOU.

3.4 The Parties agree that no additional FTE's are required for Housing/TCHHSVS to implement this Program.

3.5 The County will transfer funds as necessary to the Corporation to meet the County-approved costs of the Program.

4.0 CORPORATION PERFORMANCE OF SERVICES

4.1 As the primary applicant and recipient of Program funding, the Corporation shall regularly update County staff of necessary Program obligations, procedures, regulations, and updates. The

Corporation shall provide County staff the appropriate training and other Program-related information sessions.

4.2 The Corporation shall provide County with a copy of all necessary Program documents and requirements prior to commencement of services under this MOU, and with any amendments or changes to the Program documents throughout the term of this MOU.

4.3 The Corporation agrees to complete and maintain its eligibility as the Administrator of the Program and the Reservation System Access by meeting all requirements of the State related to that Program and necessary for implementation of the Program, including completion of the Amy Young Barrier Removal Program Reservation System Access Application.

4.3 The Corporation will be responsible for coordinating with County to ensure compliance by County and the Corporation with:

4.3.1 all terms and requirements included in the TDHCA Housing Trust Fund Amy Young Barrier Removal Program Manual (attached to this MOU as Exhibit A);

4.3.2 all terms and conditions of the TDHCA Housing Trust Fund Notice of Funding Availability Amendment (attached to this MOU as Exhibit B).

4.4 Upon approval of the documentation provided by the County to TDHCA, TDHCA will provide a contract to the Corporation covering the work set forth in the documentation for each home. The Corporation will submit that contract to the Board for approval. Upon approval, the Corporation will direct County to proceed with the work on the home as approved.

4.5 Upon successful completion of each home, as evidenced by final inspection and approval of the home by TDHCA, and reimbursement of the Corporation by TDHCA, the Corporation will reimburse the County the amount utilized in the completion of the work on that home as documented.

4.6 Upon completion of the entire project, any funds not used by the Corporation for actual Program costs will be returned to County.

6.0 JOINT REQUIREMENTS

6.1 County and Corporation will comply with all applicable state and local procurement laws, regulations and policies in making purchases of supplies and/or services related to the Program, and will maintain documentation of such compliance.

6.2 County and Corporation will coordinate to procure any services that cannot be provided under existing County providers.

5.0 AMENDMENTS

5.1 Unless specifically provided otherwise in this MOU, any change to the terms of this MOU or any attachments to it shall be made by written change order signed by both parties. Corporation acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this MOU or any attachments to it unless expressly granted that authority by the Commissioners Court.

5.2 Corporation shall submit all requests for alterations, additions or deletions of the terms of this MOU or any attachment to it to the Travis County Judge with a copy to Sherri Fleming, County

Executive, TCHHSVS.

6.0 SUBCONTRACTS

6.1 County may enter into any subcontracts for any service or activity required as performance for this MOU without the prior written approval or the prior written waiver of this right of approval from Corporation.

7.0 ASSIGNABILITY

7.1 Neither party may assign any of the rights or duties created by this MOU without the prior written approval of the other party. It is acknowledged by Corporation that no officer, agent, employee or representative of County has any authority to assign any part of this MOU unless expressly granted that authority by the Commissioners Court.

8.0 TERMINATION

8.1 County shall have the right to terminate this MOU, in whole or in part, at any time before the date of termination specified in Section 2.1 of this MOU if Corporation fails to comply with any term or condition of this MOU.

8.2 County shall notify Corporation in compliance with 11.0 if Corporation has failed to comply with any term or condition of this MOU and allow Corporation at least ten (10) days to correct the failure. The written notice shall state the effective date of termination if the failure is not corrected; the reasons for termination and, in the case of partial termination, the portion of the MOU to be terminated.

8.3 Notwithstanding any exercise by County of its right of early termination pursuant to this Section 8.0, Corporation shall not be relieved of any liability to County.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Corporation which then exists or may subsequently exist. All rights of County under this MOU are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this MOU shall not preclude the exercise of any other right or remedy under this MOU or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.2 No payment, act or omission by Corporation may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. All rights of Corporation under this MOU are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Corporation under it. Any right or remedy in this MOU shall not preclude the exercise of any other right or remedy under this MOU or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 ENTIRE AGREEMENT

10.1 All oral and written agreements between the parties to this MOU relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained in this MOU.

11.0 NOTICES

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

11.2 The address of County for all purposes under this MOU shall be:

Sherri Fleming, County Executive, TCHHSVS
P.O. Box 1748
Austin, Texas 78767-1748

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

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

11.3 The address of the Corporation for all purposes under this MOU and for all notices hereunder shall be:

Honorable Samuel T. Biscoe (or his successor in office)
President
Travis County Housing Finance Corporation,
P.O. Box 1748
Austin, Texas 78767-1748

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

Andrea Shields (or her successor)
Manager
314 W. 11th Street, Room 540
Austin, Texas 78767-1748

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

12.0 SPECIAL CONDITIONS

12.1 Neither party is liable for failure to perform or delay in performance that is caused by Acts of God, riots, war, insurrection and other similar events that are not within the control of the failing or delayed party.

12.2 County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the Corporation or its employees in relation to this Agreement. Corporation shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. Corporation and County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees,

or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

12.3 Law and Venue. This MOU is governed by the laws of the State of Texas and all obligations under this MOU shall be performable in the City of Austin, Texas, or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this MOU will take place in Travis County and the City of Austin.

12.4 County Public Purpose. By execution of this MOU, the Commissioners Court finds that the issues, problems and needs to be addressed by this MOU constitute a significant public concern and that provision of services under this MOU will further the public purpose of addressing those needs identified in this MOU for qualified individuals.

TRAVIS COUNTY, TEXAS

By:

Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By:

Samuel T. Biscoe
President

Date: _____



Texas Department of Housing and Community Affairs Housing Trust Fund

2012 - 2013 Amy Young Barrier Removal Program

Notice of Funding Availability Amendment

Original NOFA Published and Released August 12, 2011

NOFA Amendment Published and Released May 4, 2012

1. Program Overview

The Texas Department of Housing and Community Affairs (“the Department”) announces the availability of \$4,000,000 in funding from the Housing Trust Fund (HTF) for the Amy Young Barrier Removal Program (“Program”) through the Department’s Reservation System. Approximately \$1,738,500 is available from the 2012-2013 HTF appropriation and \$2,261,500 in loan repayments, interest earnings and deobligations is available from prior years.

The Amy Young Program provides one-time grants of up to \$20,000 to Persons with Disabilities qualified as Low Income, for home modifications necessary for accessibility and the elimination of hazardous conditions. Program beneficiaries may be tenants or homeowners and their household members with disabilities.

The Department will utilize a Reservation System with this Notice of Funding Availability (NOFA) in an effort to attract a diverse group of eligible Administrators serving various regions throughout the state. The availability and use of these funds are subject to Chapter 2306 of the Texas Government Code and the Texas Administrative Code, Title 10, Part 1, Chapter 51 (the “Housing Trust Fund Rule”).

The Department will begin accepting Applications to access the Reservation System starting on **August 12, 2011** and will grant access on an ongoing basis until all Program funds are reserved, or until **August 31, 2013**, whichever occurs first. In accordance with Chapter 2306 of the Texas Government Code, this NOFA is not subject to the Regional Allocation Formula since funds are programmed primarily for Persons with Disability.

2. Eligible Applicants

- a) The following organizations are eligible to apply to administer the Program:
 - i. Units of Local Government;
 - ii. Nonprofit Organizations;
 - iii. Public Housing Authorities (PHAs); and
 - iv. Public Agencies.
- b) Organizations interested in applying to administer the Program must complete the Amy Young Barrier Removal Program Reservation System Access Application, which may be downloaded from the Department’s website at <http://www.tdhca.state.tx.us/htf/nofa.htm>.

Upon approval, a Reservation System Access Agreement will be provided by the Department and must be executed in order to participate in the Reservation System.

- c) Organizations currently approved to participate in the Department's Amy Young Barrier Removal Program, the HTF Homebuyer Assistance Program or the Texas Bootstrap Loan Program need to complete only page one of the Amy Young Barrier Removal Program Reservation System Access Application.
- d) Applicants must have at least one (1) year of experience providing services to low-income households or Persons with Disabilities, as evidenced by current or previous contracts with the Department or with other funding entities. To satisfy this requirement, applicants may provide evidence of a partnership with an entity or organization that meets the requirement, such as a contract or memorandum of understanding (MOU). A letter of support or intent to partner does not satisfy this requirement.

3. Definitions

- a) Any capitalized terms not specifically mentioned in this section shall have the meaning as defined by the Department, in Chapter 2306 of the Texas Government Code, or Housing Trust Fund Rule.
- b) In addition, this NOFA uses the following definitions:
 - i. Administration Fee – Program funds that are earned by Administrators for operating the Program.
 - ii. Contingency – A maximum of 10% percent of the construction contract amount. Hard Costs – Site specific project construction costs, including general requirements, site preparation, permits, labor, materials and budgeted contingency funds utilized through an HTF approved change order.
 - iii. Liquid Assets – Liquid Assets are items of value that may be turned into cash. This does not include items such as the principal residence, restricted retirement accounts, and permanent life insurance policies.
 - iv. Low Income – (In this NOFA, the following definition of Low Income is used in place of the HTF Rule definition). Household income does not exceed 80% of the Area Median Family Income (AMFI) or 80% of the State Median Family Income, adjusted for Household size, whichever is greater, utilizing a Department approved methodology.
 - v. Project Costs – Program funds (Hard and Soft Costs) that directly assist an eligible Household.
 - vi. Reservation Setup - The submission of required documents to the Reservation System in order to reserve Program funds for an eligible Household.
 - vii. Reservation System – The Department's online system utilized by Administrators to reserve and draw Project Costs and Administration Fees, and track status of Program activities specified in this NOFA.
 - viii. Soft Costs – Limited to an amount not to exceed 10% of Project Hard Costs, Soft Costs are Activity specific costs including but not limited to: staff or consultant time spent to determine address specific Applicant eligibility; inspection(s); septic system inspection fees; work write-up and cost estimation; pre-construction conference;

construction supervision; Setup and Draw documentation and submitting to the Reservation System; staff mileage associated with a specific Activity, etc.

4. Program Requirements

- a) The primary purpose of this Program is to provide accessibility modifications and barrier removal for Persons with Disabilities qualified as Low-Income.
- b) Administrators must follow processes and procedures as required by the Department or outlined in the Program Manual.
- c) The assisted Household's projected income may not exceed 80% of the Area Median Family Income (AMFI) or 80% of the State Median Family Income, adjusted for Household size, whichever is greater, utilizing the approved methodology described in the Department's Amy Young Program *Income Qualification Guidelines*. Liquid Assets may not exceed \$20,000.
- d) Administrators must comply with all applicable procurement laws, regulations and policies. Local units of government must maintain documentation of compliance with procurement laws and regulations. All participating Nonprofit Organizations must have a Board adopted procurement policy and document in their local file compliance with that policy.
- e) An Administration Fee equal to 10% of the Project's combined Hard and Soft Costs will be paid to the Administrator upon completion of the Project. Administration Fees are not a part of the maximum grant per Household.

5. Property and Construction Guidelines

- a) Eligible properties are owner-occupied homes and rental units. A Person with Disability must be named on the lease of the assisted rental unit or the owner of record for an owner-occupied property unless otherwise approved by the Department on a case-by-case basis.
- b) The following properties are not eligible for assistance in this Program:
 - i. Properties developed, owned or managed by the Administrator or an Affiliate, as defined in the HTF Rule.
 - ii. Rental units financed in whole or in part with federal funds, as they are required to meet minimum accessibility standards.
- c) The Program grant is limited to \$20,000 in combined Hard and Soft Costs. Funds may not be used for repairs or construction unrelated to accessibility modification, barrier removal or the elimination of hazardous or unsafe conditions in the housing unit.
- d) **Accessibility modifications.** All Households served by the Program must have the need for accessibility modifications. A **minimum of 75%** of Project Hard Costs must be utilized for accessibility modifications unless otherwise approved by the Department on a case-by-case basis. Examples of modifications may include, but are not limited to: interior/exterior handrails, door widening, exterior ramps, countertop/cabinet adjustments, accessible kitchen appliances, buzzing/flashing devices, accessible door/faucet handles, elevated toilets, shower grab bars, shower wands, walk-in showers, pedestal sinks, etc.

- e) **Rehabilitation of the unit.** In addition to accessibility modifications, eligible activities include other rehabilitation costs associated with the elimination of hazardous or unsafe conditions in the housing unit. **No more than 25%** of the Project Hard Costs may be utilized for this purpose unless otherwise approved by the Department on a case-by-case basis. Examples of other rehabilitation work include, but are not limited to repair of hazardous conditions or code violations in the electrical system, plumbing system, structural system or mechanical system.

6. Reservation System Guidelines

- a) Program funds are available on a first-come, first-serve basis in the Reservation System.
- b) Administrators of active Amy Young Barrier Removal Program contracts may apply to access the Reservation System if all of the funding under the current contract is committed and applicable benchmarks are met. Upon successful commitment of funds under existing contract terms and if all applicable benchmarks are being met, subsequent Setups will be accepted subject to the terms of this NOFA.
- c) Administrators of active Amy Young Barrier Removal Program contracts may apply to access the Reservation System to serve Households outside of the Service Area defined in the current, active contract if they are currently meeting all contractual benchmarks.
- d) An Administrator is ineligible to access the Reservation System until any past due audit has been submitted to the Department in a satisfactory format with no unresolved findings.
- e) In accordance to the HTF Rule, the Department may de-authorize access to Reservation System and the Reservation System Access Agreement will be terminated if the requirements in this NOFA are not met. For the purposes of this NOFA, de-authorization is treated as a funding deobligation as outlined in the HTF Rule.

7. Reserving Funds (Reservation Setup)

- a) Administrators will market the Program, complete application intake, and qualify Households for participation.
- b) After collecting and verifying the required Household income and property eligibility documentation, the Administrator will enter the Activity Reservation Setup information into the Reservation System, submit the required forms described on the "Reservation Setup Checklist" or in the Program Manual, and request a Reservation of Project funds, up to the maximum of \$20,000 and an Administration Fee of 10% of the Project funds.
- c) Reservation Setups will be processed in the order submitted to the Department via the Reservation System. Submission of a Reservation Setup on behalf of a Household does not guarantee funding.
- d) The Department will review the Reservation Setup documentation within **ten (10) business days** of submission by the Administrator.
- e) Once a Household is verified by the Department as eligible for assistance, up to the maximum of \$20,000 in Project funds plus an Administration Fee of 10% of the Project funds will be reserved in the Reservation System.
- f) When the Reservation Setup is approved by the Department, Project and Administration Fee funds will be reserved for the Household through the Reservation System for a period

of no more than **sixty (60) calendar days**, during which time the Administrator must complete the Activity Approval process.

8. Construction Approval

- a) After the Department has approved the Reservation Setup, the Administrator has **sixty (60) calendar days** to submit all required construction documentation into the Reservation System, including the awarded construction contract and “Before” pictures.
- b) If complete documentation is submitted within the **sixty (60) calendar day** reservation period, and is approved by the Department, the status will be changed to “active”. The Administrator may then proceed with the pre-construction conference and start construction.
- c) If the documentation needs correction or additional information, the Department will notify the Administrator and change the Activity status to “disapproved” until the documentation is received. If an Activity remains in “disapproved” status for more than **thirty (30) calendar days**, the Department will cancel the reservation from the Reservation System and the Setup will need to be resubmitted if funds are available.
- d) Administrators may reserve and have active projects in amounts outlined below. If an Administrator has reached the maximum amount allowed to be active, new Reservation Setups will not be reviewed by the Department until an existing Activity is closed or an existing Reservation Setup has been cancelled or deleted.
 - i. An administrator may have up to \$100,000 reserved.
 - ii. If an Administrator has completed five (5) projects successfully and met all timeframes as outlined in Section 8, the Administrator may have up to \$200,000 active in the Reservation System.
 - iii. If an Administrator has completed ten (10) projects successfully and met all timeframes as outlined in Section 8, the Administrator may have up to \$300,000 active in the Reservation System.
 - iv. If an Administrator has completed fifteen (15) projects successfully and met all timeframes as outlined in Section 8, the Administrator may have up to \$400,000 active in the Reservation System.

9. Drawing Funds in the Reservation System

- a) Administrators may request Draws for Project Costs and Administration Fees upon completing each approved Project.
- b) If the Department requires additional information or documentation to process a Draw request, the Department will notify the Administrator and change the Draw status to “disapproved” until follow up documentation is received from the Administrator. If a Draw request remains in “disapproved” status for more than **thirty (30) calendar days** in the Reservation System, the Department will delete the Draw from the Reservation System. The Draw will need to be resubmitted.

10. Project Completion

Once the request for Construction Approval has been approved by the Department and the Activity becomes active, the Administrator has **one hundred and twenty (120) calendar days** to complete all construction and draws. The Department may grant a one-time **thirty (30)**

calendar day extension to the project completion deadline due to extenuating circumstances that were beyond the Administrator's control, upon receipt and approval of a written request within **one hundred and twenty (120) calendar days** after Construction Approval. **If the Administrator fails to meet this deadline, the Reservation may be cancelled.**

Questions regarding this NOFA should be addressed to:

Texas Department of Housing & Community Affairs

Housing Trust Fund Division

ATTN: Will Gudeman, HTF Program Coordinator

221 E. 11th Street

Austin, Texas 78701

Telephone: (512) 475-4828

E-mail: HTF@tdhca.state.tx.us

**TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS**

Housing Trust Fund

Amy Young Barrier Removal Program

Program Manual

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References

- TDHCA Governing Statute (Government Code, Title 10, Chapter 2306)
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2306.htm>
- Texas Accessibility Standards
<http://www.license.state.tx.us/ab/abtas.htm>

CHAPTER 1: INTRODUCTION

ABOUT THE HOUSING TRUST FUND

The Housing Trust Fund (HTF) was established by the 72nd Legislature, Senate Bill 546, to create affordable housing for low and very low income individuals and families. It is the only state-authorized funding source for affordable housing. Funding sources consist of appropriations or transfers made to the fund, unencumbered fund balances, and public or private gifts or grants. The Housing Trust Fund Plan details the strategy for expending funds.

PROGRAM OVERVIEW

The Amy Young Barrier Removal Program (“Program”) provides one-time grants of up to \$20,000 to Persons with Disabilities, whose household income does not exceed 80% of the Area Median Family Income (AMFI), for home modifications necessary for accessibility and the elimination of hazardous conditions. Program beneficiaries may be renters or homeowners and their household members with disabilities.

Administrators will provide assistance to households whose composition includes at least one member meeting the definition of a Person with Disabilities, an individual who has a disability that is a physical or mental impairment that substantially limits one or more major life activities.

The assistance shall be provided in the form of a grant. No liens will be required.

As allowed in the Notice of Funding Availability (NOFA), households living in counties where the AMFI is lower than the state median family income, Administrators may use the state median family income, adjusted for household size, as defined by the U.S. Department of Housing and Urban Development (HUD) and provided by the Texas Department of Housing and Community Affairs (“Department”), to determine income eligibility. Income limits are provided on the Department’s Housing Trust Fund webpage at <http://www.tdhca.state.tx.us/htf/index.htm>.

USE OF THIS MANUAL

The Amy Young Program Administrators (“Administrator”) must follow procedures described in this manual and use the referenced Department forms. Referenced resources provide additional information and instruction.

Program Forms and the Program Manual are available online at: <http://www.tdhca.state.tx.us/htf/forms/index.htm>.

This manual provides program information to help Administrators assist households in accordance with the HTF Rule and other programmatic and compliance requirements. This manual is designed to supplement the information published in the NOFA. Administrators

should contact HTF staffs regarding final interpretation of the rules, policies and regulations that govern the Program.

ON-SITE TECHNICAL ASSISTANCE

Technical Assistance (TA) or on-site TA can be provided at the Administrator's request or when an HTF Program Coordinator determines it is the most effective means for resolving program or capacity issues. The HTF Program Coordinator may recommend an on-site visit if administrative errors persist or insufficient documents continue to be submitted.

An on-site TA visit typically includes:

- Administrator's specific administrative errors or insufficient documents;
- Administrator's questions and concerns;
- TDHCA Housing Contract System training;
- Discussion/explanation of program documentation, requirements, and procedures

Contact Department staff regarding Amy Young questions and submissions

Will Gudeman Primary Program Coordinator (512) 475-4828 will.gudeman@tdhca.state.tx.us

Mark Leonard Backup Program Coordinator (512) 936-7799 mark.leonard@tdhca.state.tx.us

CHAPTER 2: ADMINISTRATION

In addition to the NOFA, the Administrator should review and understand their Reservation System Access Agreement (“Agreement”) prior to reserving funds since the Agreement outlines all responsibilities related to the administration of the Program.

Administrator Eligibility

Administrators must meet the following eligibility requirements:

- Be one of the following types of organizations:
 - Unit of Local Government
 - Nonprofit Organization
 - Public Housing Authority
 - Public Agency

- Have at least one (1) year of experience providing services to low-income households or Persons with Disabilities and have the following evidence to demonstrate this experience:
 - Current or previous contracts with the Department; OR
 - Current or previous contracts with other funding entities, OR
 - Evidence of a partnership with an entity or organization that meets the requirements, such as a contract or Memorandum of Understanding (MOU). (Note: In accordance with the NOFA, a letter of support or intent does not satisfy this requirement.)

Reservation System Access Requirements and Guidelines

Program funds are available on a first-come, first-served basis in the Reservation System.

An Administrator is ineligible to access the Reservation System until any past due audit has been submitted to the Department in a satisfactory format with no unresolved findings.

In accordance with the HTF Rule, the Department may de-authorize access to the Reservation System and the Reservation System Access Agreement will be terminated if the requirements in the NOFA are not met. For the purposes of the NOFA, de-authorization is treated as a funding deobligation.

Steps to Becoming an Administrator (Gaining Access to the Reservation System)

To serve households with the Program, an organization must first be approved as an Administrator by the Department. Procedures for becoming an Administrator should be completed sequentially as follows. All forms can be downloaded from the Department’s Website at: <http://www.tdhca.state.tx.us/htf>

1. **Application - Complete, sign, and return the Reservation System Access Application (“Application”).** Organizations currently approved to participate in the Department’s previous Amy Young Barrier Removal Program, the HTF Homebuyer Assistance Program, or the Texas Bootstrap Loan Program need to complete only page one of the Application.
2. **Reservation System Access Agreement -** The Department will provide to the organization a Reservation System Access Agreement (“Agreement”) for review and final execution.
3. **Application for Texas Identification Number - Texas Comptroller of Public Accounts FORM AP-152.** This form must be submitted by the Administrator.
4. The following information relating to payment to Administrators must be submitted to the Department:
 - a. Name of bank
 - b. Bank contact information, including name of banker and phone number
 - c. ABA same day wire transfer number
5. **TDHCA Contract System Access Request** – provides identifying information regarding the Administrator’s authorized representatives.
6. **Audit Certification Form (ACF)** - Within 60 days after Administrator’s fiscal year end, submit *Audit Certification Form* and submit form after every fiscal year end during the Agreement period.
7. After successfully completing steps 1-6, the Administrator may begin marketing the Program and performing application intake. A marketing brochure with space for the Administrator’s contact information is available upon request.

Administrative Fee

An administrative fee equal to 10% of each activity’s combined hard and soft costs will be paid to the Administrator upon completion of each Activity. Administrative fees are not a part of the maximum grant per household. See **Chapter 7** for more information about the project closeout and draw process.

Conflict of Interest

In accordance with HTF Rule, no person who exercises or has exercised any functions or responsibilities with respect to HTF activities under Chapter 2306 of the Texas Government Code, or who is in a position to participate in a decision making process or gain inside

information with regard to such activities, may obtain a personal or financial interest or benefit from a HTF assisted activity, or have an interest in any HTF Agreement, subcontract or agreement or the proceeds, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

RECORDKEEPING REQUIREMENTS

Administrators must retain all documents pertaining to the Program at its regular place of business for at least THREE YEARS after activity completion. Original documents may *not* be moved to a consultant's place of business or to any other location that is *not* under ownership or control of the Administrator.

In accordance with Texas Government Code, Chapter 552, Section 552.021, the Texas Public Information Act, all Program-related documents (includes applications, bookkeeping, reports, program files, activity files, etc.) must be available for public inspection by the Department, the Comptroller of Public Accounts, the State of Texas or any of their authorized representatives.

Pursuant to the HTF Rule, Administrators must adhere to record keeping requirements, which may include, but are not limited to:

- Information necessary to determine whether the Administrator has carried out housing activities in accordance with the objectives and requirements of the HTF Rule
- Information necessary to determine if a project is benefiting low, very low, and extremely low-income households
- Data on race and ethnicity for households who have applied for and/or benefited from any activity funded with HTF Program funds

FILE ORGANIZATION

The Administrator must maintain a recordkeeping system for HTF activities that can be easily reviewed by the Department. The Department requires two types of files: program files and activity files.

PROGRAM FILE - (Program Administration)

Copy of the:

- NOFA
- Application submitted to TDHCA
- Reservation System Access Agreement
- Marketing Plan
- Selection Criteria

Procurement Plan
Receipts and Accounting Documents

ACTIVITY FILES - (Individual Household Activities)

Assisted Applicant Files

Disapproved Applicant Files

PROGRAM FILE CHECKLIST

The program file documents the overall administration of the Program. Group the documents according to function. The program file should contain the following sections at a minimum:

1. **NOFA and Agreement.** Administrators should keep a hard copy of the NOFA, Program Application, fully executed Reservation System Access Agreement, any amendment requests, and any executed amendments on file.
2. **Accounting.** This section of your files should include a copy of documents needed to track and justify costs related Program administrative and project costs. This may include:
 - Receipts for all Program expenditures (tracked and reconciled)
 - Disbursements of Program funds (tracked and reconciled)
 - Bank statements for the bank account(s)
 - Adequate support documentation for all receipts and disbursements
 - Summary of draw requests to the Department, tracking payments received
 - A copy of the same day wire transfer instructions for the bank account
3. **Procurement and Program Eligibility Policies.** This section of your program file should include adopted plans and policies related to the Program. This may include your application selection/prioritization policy, board-adopted procurement policy/city or county procurement policy, walk-away policy/infeasibility policy, and conflict of interest policy.
4. **Program Marketing.** Administrators should create and implement a marketing and outreach plan. Copies of all materials should be retained in a file for future reference. The following documents may be included, as applicable:
 - Copies of program brochures, notices, hand-outs, and other advertising materials or publications

- Documentation of public outreach efforts, including dates, times, locations, and content of information and/or materials provided
- Copies of invoices for paid advertising and publication services
- Transcripts of radio or other media announcements including dates and times of publication

ACTIVITY FILES

Activity files organize all records pertaining to each applicant, regardless of their final approval for assistance. Create a separate activity file for each approved and disapproved applicant containing. The documentation should include the documents outlined on the *Project File Checklist (Form 16)*.

AMENDMENTS

The Administrator will be responsible for meeting all of the conditions and terms of their Agreement. If an Administrator fails to meet any Program condition or term, the Department may terminate access to the reservation system, deobligate funds and cancel the reservation.

If an Administrator foresees the need to change to their Agreement, they may submit an amendment request in writing that documents extenuating circumstances that justify the request.

CHAPTER 3: APPLICATION INTAKE & HOUSEHOLD ELIGIBILITY

PLANNING THE APPLICATION INTAKE PROCESS

The following checklist may assist you to begin the application intake process:

Sample Application Intake and Selection Plan	
Location	<ul style="list-style-type: none"> • Identify where applications will be accepted • Make arrangements to accommodate applicants with special needs (accessibility, language barrier, etc.)
Timing	<ul style="list-style-type: none"> • Establish frequency of intake (ongoing? limited?) • Ensure applicants are aware of the amount of time they have to complete applications on their own, or to submit additional information
Selection	<ul style="list-style-type: none"> • Retain written policies and procedures describing how applicants will be selected. • Describe the following processes in your household selection plan: <ul style="list-style-type: none"> • Prioritization of eligible applicants (first come-first served? or ranked according to specific scoring criteria or need?) • Prioritization of home ownership to rental • Prioritization of other types of “special needs” households, such as prior homelessness, mental illness, etc. • Notification process to applicants of eligibility status, reason, and next steps or other resources, if any • Waiting list policy (e.g., new intake application after a certain number of days/months) • Denial policy, with instructions for reapplying, if applicable

APPLICATION INTAKE REMINDERS

- Use the *Project File Documentation Checklist (Form 16)* to ensure required documentation is gathered.
- Provide a list of required documentation to potential households and instruct them to collect all required documentation before scheduling a home visit or visiting your office.

- Download forms directly from the website when you work with a new applicant. The forms are updated periodically and previous versions of forms may be invalid.
- Complete the forms in full. Do not leave blank spaces. If it is not applicable, put "N/A" or "none."
- Do not use correction fluid or correction tape to make corrections. To make corrections, draw a line through the incorrect information, write the correct information nearby, and have the applicant initial the change or correction.
- Be prepared to submit support documentation. The Department may ask for additional verifications and information that may not be specified on the checklists or forms in case of a discrepancy.
- Ensure that no conflict of interest exists between any applicant Household member and persons designated by the Administrator to receive, evaluate, assist, or process applications.
- If a property has any liens of record for unpaid property taxes, the liens must be resolved and released by the appropriate authority.

ELIGIBILITY AT- A - GLANCE

Household Eligibility Requirements		
Type	Requirement	Documentation
Income Eligibility	Annual Gross income is no more than 80% AMFI or the State Median Income adjusted to household size	<ul style="list-style-type: none"> • <i>Intake Application (Form 1)</i> • <i>Household Income Certification (Form 4)</i> • Support documentation (pay stubs, benefits letters, bank statements, etc.)
Liquid Asset Limitation	Liquid assets may not exceed \$20,000. At a minimum, use most recent two month average checking account balance and the present balance of savings account.	Bank Account Statements for most recent 2 months from the date of application OR optional Asset Verification form completed by financial institution.
Person with Disabilities	At least one household member meeting definition of Person with Disabilities	<ul style="list-style-type: none"> • <i>Certification of Disability (Form 2)</i>
Property Eligibility	<ol style="list-style-type: none"> 1) Proof of Ownership or written permission of the property owner if a rented unit. 2) Person with Disability is a listed occupant of the rental unit. 3) Property taxes are current. 	<ul style="list-style-type: none"> • Title, or • Deed of Trust, or • Documentation from the county Appraisal District • Property Owner Permission Form developed by CA • Copy of the Lease
Health and Safety Hazards Limitation	Health and safety-related hazardous conditions must be addressed. However, no more than 25% of project funds used for this purpose unless a TDCHA waiver is granted	<i>Initial Inspection Form (6)</i>

Household Eligibility Requirements		
Type	Requirement	Documentation
Prohibited Liens	Property subject to unresolved liens of record for property tax may be ineligible for assistance (to be determined by the Department).	Ensure applicable lien is resolved and released

Income Qualification Guidelines

Income Documentation Requirements (Most Common Income Types)		
Income Type	Requirement	Instructions/Documentation
Wages and Salaries	Paystubs for the most recent 30 days, showing gross income.	Paystubs OR a completed Verification of Employment (VOE) form.
Benefits and Pensions	Include in gross income	Most recent award letters, showing gross amount of the benefit or pension, OR a completed Verification of Benefits form
Public Assistance	Include unemployment, workers compensation, rental assistance payments, and military housing allowance benefits	Award letter OR a completed Verification of Public Assistance form.
Other Income	Include bonus, overtime, shift differential, commissions, part-time employment, and second jobs	Paystubs OR a completed Verification of Employment (VOE) form.
Seasonal Work or Self-Employment	Include income from seasonal and farm labor work or self-employment	Determine by calculating a 2-year average using signed federal tax returns
Employment by Relative or Interested Third Party	Include income from employment by relative, the landlord, closely held family business, or any other interested third party.	A completed Verification of Employment (VOE) form and most recent signed federal tax return

Alimony and Child Support: Alimony and child support income will be used for income eligibility purposes if disclosed by the applicant on the intake application and appropriately verified.

Documentation ⇐ Divorce documents or separation agreement specifying the amount and duration of the award. Copies of canceled checks, bank statements or Attorney General's office confirmation may be used to verify receipt.

Excluded Sources: The Administrator will exclude any allowances for certain benefits, such as Food Stamps and Earned Income Tax Credit.

Applicant Notification

Notify each applicant Household of its eligibility status *in writing* in a timely manner from receipt of a complete *Intake Application (Form 1)*. Notifications may communicate the following:

- The Household has been determined eligible to receive assistance;
- The Household has been determined ineligible to receive assistance (provide written explanation for the denial of assistance); or
- The Household has been added to a Waiting List.

Retain a copy of the status notification letter in the applicant's individual household activity file as outlined in **Chapter 2** of this manual.

NEXT STEPS FOR ELIGIBLE APPLICANTS

After verifying that an applicant meets all the eligibility factors that pertain to the Agreement, clearly confirm that the applicant understands the program requirements that were explained to them before they decided to apply. Make sure the applicants know the program timelines for next steps, as well as their rights and responsibilities.

At this point, the Administrator requests commitment of funds for the eligible household by submitting a "setup" via the Department's online Reservation Contract System.

CHAPTER 4: RESERVATION SUBMISSION PROCESS

A “Set-up” is the process in which the Administrator reserves HTF monies for an eligible household and activity. The Administrator will reserve funds for households by entering and submitting setups using the Department’s online Housing Contract System (“System”). Set-ups require entering information about the eligible household, attaching required forms, and uploading other supporting documentation into the System.

WHO MAY SUBMIT SET-UPS?

The Administrator must authorize the staff persons allowed to submit information to the Department through the System using the *Contract System Access Request Form*. The Department will assign unique login names and temporary passwords to those authorized users. Login names and passwords may NOT be shared with anyone other than the person to whom it is assigned.

If authorized users are no longer involved in administering the Program, the Administrator must submit an updated *Contract System Access Request Form* to remove and/or add additional users.

RESERVATION SETUP PROCESS

After collecting and verifying the required household income and property eligibility documentation, the Administrator will enter the Activity Reservation Setup information into the System. The forms listed on the *Activity Reservation Setup Checklist (Form 5-a)* will be uploaded using instructions provided in the *HTF Contract System User Guide*.

Submission of a reservation setup does not guarantee funding. When the reservation setup is approved by the Department, the project funds and administration fee will be reserved for no more than **sixty (60) calendar days**, during which time the Administrator must complete the activity approval process as outlined in this manual and in accordance with the NOFA.

The Department will review the documentation within **ten (10) business days** of submission by the Administrator. Once a household is verified by the Department as eligible for assistance, up to the maximum of \$20,000 in project funds plus an Administration Fee of 10% of the project funds will be reserved in the Reservation System.

If the documentation requires correction at any time or additional information is needed, the Department will notify the Administrator and change the activity status to “*disapproved*” until the documentation is received. If an activity remains in “disapproved”

status for more than **thirty (30) calendar days**, the Department will cancel the reservation from the Reservation System and the setup will need to be resubmitted if funds are available.

In accordance with the NOFA, the Administrator may reserve up to \$200,000 in project costs in the System at any time. Once the Administrator has reached the maximum of \$200,000 allowed, new setups will not be reviewed by the Department until an existing activity is closed or an existing Reservation Setup has been cancelled or deleted.

Amy Young Reservation Setup and Draw Process Timeline			
Process		Documents to Submit	Timeline
Initial Reservation	1. Initial Reservation Setup (Household Activity Reservation – Approved by the Department)	<p>Upload to the Contract System:</p> <ul style="list-style-type: none"> • Intake Application (Form 1) • Certification of Disability (Form 2) • Household Income Certification (Form 4) • Activity Reservation Setup Checklist (Form 5a) 	Submit once all documents are gathered and household deemed eligible by the Administrator’s selection plan and policies
	2. Work Write-up Submission (Approval by the Department)	<p>Email the following to HTF Staff</p> <ul style="list-style-type: none"> • Initial Inspection (Form 6) • Work Write-up and Cost Estimate (Form 7) • Initial Inspection, Work Write-Up and Cost Estimate Checklist (Form 5b) • “Before” Photos 	Within 30 days of reservation approval
Construction Approval (60 days)	3. Construction Initiation (Construction Approval by the Department)	<p>Email the following to HTF Staff</p> <ul style="list-style-type: none"> • Copy of Construction Contract • Construction Contract Checklist (Form 5c) 	Within 30 days of work write-up approval
Contract Closeout (120 days)	4. Construction Completion, Closeout and Final Draw (Approved by the Department)	<p>Upload to the Contract System:</p> <ul style="list-style-type: none"> • Change Order(s) (Form 10) • Final Inspection (Form 11) • Building Contractor’s Requests for Payment (Form 12) • Building contractor’s itemized invoice • Construction Draw Checklist (Form 13) • Activity Project Soft Cost Invoice (Form 14) • “After Photos” 	Within 120 days of construction contract approval

CHAPTER 5: Initial Inspection, Lead Paint Guidance & Walk-Aways

Up to 25% of the construction costs may go towards resolving health and safety deficiencies. For example, if total project costs are \$10,000, \$2,500 may be spent on resolving health and safety deficiencies. The following top 10 deficiencies, as identified by the American Society of Home Inspectors, are below. Be sure to consider all aspects of the housing unit when determining the budget for accessibility and health and safety modifications.

The American Society of Home Inspectors (ASHI) recently surveyed its members to find out what were the ten top home inspection problems.

1. Improper surface grading and drainage. This was by far the most frequently-found problem, reported by 36 percent of inspectors. It's responsible for many common household maladies: cracked slabs and water penetration of the basement, footings or crawlspace. The most effective remedies for bad drainage include re-grading the ground around the house, repairing or installing a gutter and downspout system and providing positive drainage away from the foundation.

2. Improper and undersized electrical wiring. Many inspectors, about 20 percent, found this to be the most common home inspection problem. It includes such situations as insufficient electrical service to the house, aluminum wiring, inadequate overload protection, improper grounding and dangerous amateur wiring connections. The inspectors say that much of the improper wiring they see was put together by do-it-yourselfers. This is a serious safety hazard, not just a cosmetic defect.

3. Older and damaged roofs. About 9 percent of inspectors cited this as the most-common home inspection problem. Many wooden roofs are at the end of their useful life. Asphalt shingle roofs only last about 15 to 20 years. Roof leakage caused by old or damaged shingles or improper flashing is a frequent problem. It can be easy and inexpensive to repair damaged tiles and shingles and to re-caulk the roof penetrations. But, expensive, major roof repairs may be required down the road, if the repairs are put off.

4. Deficient and older heating systems. Problems in this category include broken or malfunctioning controls, blocked chimneys, unsafe exhaust flues and cracked heat exchangers. These conditions represent more than simply inefficient heating. They are a major health and safety hazard. Heating systems should be serviced and maintained annually by a professional heating serviceman according to the manufacturer's instructions. Although expensive, the newer more efficient central heating systems will help to recoup your investment by reducing heating and cooling costs

5. Poor Overall Maintenance. Americans, on average, take better care of their cars than they do their homes. That's the consensus of many home inspectors, who often come across cracked, peeling or dirty painted surfaces, crumbling masonry, make-shift wiring or plumbing and broken fixtures or appliances. Although some of these problems may seem more cosmetic than serious, they reflect the overall lack of care that has been given to a home.

6. Structural Problems. As a result of problems in one or more of the other categories, many houses sustain some, although usually not serious, damage to structural components such as foundation walls, floor joists, rafters or window and door headers. These problems are more common in older homes.

7. Plumbing problems. Plumbing defects ranked high among the house problems encountered. Included is the existence of old or incompatible piping materials, faulty fixtures and waste lines and improperly strapped hot water heaters. Surprisingly, some home inspectors reported finding natural gas leaks in the homes they inspected.

8. Exteriors items. Flaws in a home's exterior, including windows, doors and wall surfaces are responsible for the

discomfort and damage caused by water and air penetration. Inadequate caulking and/or poor weather stripping are the most common culprits of a cold and drafty home.

9. Poor Ventilation. Due to overly ambitious efforts to save energy, many home owners have "over-sealed" their homes, resulting in excessive interior moisture. This can cause rotting and premature failure of both structural and nonstructural elements. Moisture from unvented bathrooms and kitchens can damage plaster and may also lead to the accumulation of mold, which often causes allergic reactions.

10. Miscellaneous items. This category included various interior components, such as sticky windows or dripping faucets, as well as a number of environmental concerns, such as lead-based paint and asbestos.

To sum up the list, ASHI notes that 4 of the 10 items relate directly to the damaging effects of water. After a home is built, protecting it against water is the homeowner's most important and continually challenging task. Also, it is important to remember that the list represents a national average. Problems vary by climate, building codes, and the age of a structure, among other things.

WHEN DO INSPECTIONS TAKE PLACE?

Inspection Requirements Overview	
Required Inspections	When
1) INITIAL Inspection to determine level of modification needed and identify hazardous conditions	1) After household eligibility is determined, but before Work is put out for bid and construction contract awarded.
2) FINAL Inspection to certify compliance and correction of deficiencies	2) After construction is complete, but before the project draw is processed.

The Initial Inspection

The Administrator will complete an initial inspection with "Before" photos to determine the level of rehabilitation needed for barrier removal and accessibility, utilizing the Texas Accessibility Standards (TAS) for guidance on specifications. At this time, hazardous conditions will also be identified.

For rental units, all health and safety deficiencies must be resolved by the property owner prior to being able to access funds for accessibility improvements. Evidence of these corrections or a lack of deficiencies must be submitted to the Department.

Lead-Safe Paint and EPA Lead Regulations

The EPA updated its rules in April 2010 and your organization needs to be aware of the details behind them to be able to comply with federal law. Any pre-1978 home that will be rehabbed or renovated, including demolition of homes, must have at a minimum a contractor that is an EPA Certified Firm and an EPA Certified Lead Renovator must oversee

the construction. These individuals know how to comply with EPA Lead Safe Rules and know the differences between projects funded through different funding sources.

Be sure that whenever any pre-1978 home comes your way that you are fully aware of what steps need to be taken and that you have staff who are aware of the EPA rules. Bid packages for pre-1978 homes should also clearly indicate the requirements of a contractor to work on the home.

For housing units built prior to 1978, an assessment of the applicability of the EPA's Lead-Based Paint Renovation, Repair, and Painting Program (RRP) will be completed by certified inspectors or risk assessors if the RRP rules are triggered.

Lead Paint Regulation Information	
EPA Renovation, Repair and Painting (RRP) details.	http://www.epa.gov/lead/pubs/renovation.htm

When the Applicant Declines to Consent

If, following completion of a thorough, documented feasibility analysis, the applicant does not consent to the recommended barrier removal assistance and/or repairs, obtain a statement signed by the applicant. Applicants may not wish for all accessibility improvements that are recommended to be completed, and their wishes should be honored. However, applicants cannot opt out of resolving health and safety deficiencies that have been identified; if they do not wish to have health and safety work to be completed, walking away is an option that should be considered.

The walk-away certification should clearly document all the following:

- Applicant name;
- Address of home;
- Detailed explanation of procedures and inspections conducted;
- Explanation of applicant's rejection of assistance;
- Interior and exterior photos of existing structure;
- Feasibility Analysis indicating cost estimates as applicable;
- Statement from the applicant that they acknowledge and understand:
 - The type of assistance being offered;
 - They *do not consent* to participation in the Program; and
 - They are voluntarily refusing the assistance.

The Administrator may, at its discretion, also elect to walk-away from a project. A notification letter must be provided to the household and a copy must be retained in the Project File.

Written Walk-Away Policy

Each Administrator should establish a “walk-away” policy, which establishes guidelines to prevent investment in a unit which is so deteriorated that compliance with Program requirements cannot be achieved within the limit of financial assistance.

The Program is a specialized rehabilitation program and the entire unit is not required to be brought up to a standard or code. However, pressing health and safety issues can and should be addressed to provide a suitable living environment within Program funding limits.

If a housing unit that requires accessibility modifications also requires significant work to eliminate health and safety hazards (exceeding the 25% maximum amount allowed for this type of work), an Administrator must consider walking away unless other funds are provided or contact the HTF Program Coordinator to submit a waiver request.

A “walk-away” policy should outline basic situations in which an Administrator chooses to not assist a household, while leaving enough room for flexibility and objective decision-making. Some Walk-Away Policies may include whether assistance will be provided in the following instances:

- Homes in need of substantial structural repair and funds are insufficient
- Homes in need of substantial foundation repair unless the foundation is repaired prior to start of construction
- Homes that require replacement of a septic system

Each Administrator must retain a copy of their adopted “walk-away” policy in the program file. Additional guidelines can be found on the HTF Amy Young Barrier Removal Web site.

CHAPTER 6: Procurement, Bids, Construction Requirements and Change Orders

Department may make periodic construction site visits to verify construction progress and/or completion.

PROCUREMENT

All Administrators must establish written procurement procedures. Procurement is the process through which an entity obtains goods and services from vendors (including construction services) to administer the program. The procurement process usually includes the following:

1. Establish the kind services needed;
2. Obtain an independent cost estimate of the goods or services needed;
3. Solicit multiple contractors for services;
4. Compare bids to the estimate to ensure a fair price for the good and services;
5. Select the winning bidder and use a written contract that clearly states the responsibility of each party;
6. Document the entire process.

STATE PROCUREMENT REGULATIONS	
Counties:	Texas Local Government Code 262.003(a)
Cities	Texas Local Government Code 252.021(a)
Counties and Cities	Texas Government Code, Chapter 2254 when procuring professional services

NOTE: Some municipalities and may be subject to more stringent state and local procurement regulations than those cited in this document. Administrators should ensure compliance with the most stringent procurement requirements applicable. City and county

purchasing agents should be consulted to determine exact procurement procedures to follow.

BIDDING PROCESS

Bid requirements:

In addition to everything that should be required for accepting a bid (insurance, etc.), always include language in the *Invitation for Bids* that requires a bid amount for each specification. It is recommended that the bid include a statement that lump sum bids will be rejected.

The reason is twofold:

- Without a comparable unit price, how can a change order be approved or denied?
- Each spec bid allows for refining the cost estimates for future rehabs.

Notifying Potential Bidders

Competition generally benefits the program, and therefore it is important to be sure that you are reaching as many qualified contractors as possible. There are many avenues for reaching potential contractors. Typically, formal advertisements through newspapers or trade publications are used and contractor lists are maintained to direct notification and solicitation. Direct phone calls by program staff to announce availability of upcoming work is also effective. Outreach strategies should be applied consistently, without demonstrating any preference for certain firms.

When there are multiple methods to attract potential bidders, there will be higher competition and lower prices.

Pre-bid Inspections with Potential Bidders

Pre-bid inspections can add clarity to the scope of work. However, they also take a significant amount of time and can therefore increase program costs. Balance the need for pre-bid inspections with these time, cost, and production considerations. Sometimes requiring pre-bid inspections makes sense because there typically are at least a few jobs that are unusual, with very specialized requirements. In these cases, a pre-bid inspection is an essential way to head off misunderstandings in the future. In addition, if program staff notices several new bidders wishing to work with your program, pre-bid inspections may act as an important step in demonstrating to potential bidders how the program works and what to expect.

As long as the quality of the jobs and the household's satisfaction remains high, it is acceptable to not require pre-bid inspections.

Pre-construction Conferences

Pre-construction conferences are essential for winning bidders. All programs with direct construction monitoring responsibilities must have a pre-construction conference with the winning bidder at the construction site. A pre-construction conference is a pre-start, job site meeting between the contractor, potentially subcontractors, the household, and program staff.

The purpose of the meeting is to discuss details on roles and responsibilities, timing, and to clarify the scope of work. In almost every job, the contractor and other subcontractors with unusual roles in the job are required to attend. The household verifies his/her role in relocation (if necessary or required), providing utilities, security issues, packing and insurance requirements. The household, contractor, and program staff walk the job re-inspecting every single item on the scope of work to clarify any minor last minute differences in understanding. Use Form 9 to document this step.

The General Specifications of the construction contract require the builder to locate underground utilities. The Pre-construction Conference provides the optimal opportunity to discuss this requirement if digging will be performed.

The State of Texas Underground Facility Damage Prevention and Safety Act governs excavation. The act says that anyone that plans to disturb soil to a depth of 16 or more inches must contact a notification center before proceeding with their work. Marking underground utilities is a safety issue. Electric cable, gas lines, water lines and wastewater lines could all be present under the property. Hitting these lines could result in injury, property damage or pollution of the environment.

Call Before You Dig is a free service that locates your underground utilities. Use this service any time excavation is planned at a home that will have a ramp installed, or any other activity that will require digging. Call the Texas Excavation Safety System toll-free at (800) 344-8377. Operators are on duty 24-hours a day, seven days a week (excluding legal holidays).

You may call up to 14 business days before excavating, but no later than 2 business days before excavating. By providing your email address to the operator, they will email you the work order and the date that utility locating will occur. The operator will ask you where, when and what type of excavating is to be done. Keep your assigned request number for future reference. A locator for the various utilities will come mark their underground utilities at your site.

Sample Checklist for the Pre-Construction Conference

- What each party should expect throughout construction;
 - Type of construction work being performed – barrier removal and rehabilitation assistance
 - Specific materials to be used, including samples and colors, as applicable;
 - Construction and demolition procedures and process;
 - Start and end date of the Project;
- Budget limitations which may affect construction on the assisted property;
- The household will need to provide access to the property to the Administrator, Building Contractors, workers, and other authorized persons providing administrative and construction services.
- The household will need to ensure that all existing utilities (electricity, water, sewer, garbage) continue to be provided for the Building Contractor's use throughout the construction process;
- The household will need to arrange for the movement and/or storage of his/her property and personal belongings and ensure the security of his/her personal property.
- Personal property that is damaged, displaced, or missing during construction should be reported immediately to the Administrator.
- Recommended: household should compile a thorough photographic and written inventory before construction proceeds.
- Avoid interfering with construction procedures. The household must make a reasonable effort to stay safely away from the construction site while work is in progress.
- Demolition and construction may not begin until authorized by the Administrator.
- Inspection procedures (for construction inspections and optional progress inspections).
- The Building Contractor may submit a request for payment only after all costs have been incurred and all work for such costs has been satisfactorily completed. By signing the *Building Contractor's Request for Payment (Form 12)* the Building Contractor, household, inspector, and Administrator are *each* verifying the satisfactory completion of each listed repair item. All four parties must sign the *Building Contractor's Request for Payment (Form 12)* before the Department may process the Draw Request. If any repair is completed according to specifications but the household refuses to approve and sign *Building Contractor's Request for Payment (Form 12)* the household may be responsible for payment to the Building Contractor for time lost. Any such conflict must be resolved

by the Administrator according to the specifications or the Department's dispute resolution process.

- After receiving a request for payment from the Building Contractor, submit the draw request to the Department.

Sample Policy- Conflicts of Interest and Open Competition

- Maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- Ensure that no employee, officer, or agent participates in the selection, award, or administration of a contract supported by public funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
- Ensure that officers, employees, and agents of the recipient neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.
- Set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
- Ensure that disciplinary actions for violations of such standards by officers, employees, or agents are clearly provided in writing.
- Conduct all procurement transactions in a manner that provides, to the maximum extent practical, open and free competition.
- In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitation for bids and/or requests for proposals shall be excluded from competing for such procurements.
- Make awards to the bidder whose bid is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered.
- Ensure that solicitations clearly set forth all requirements that the bidder shall fulfill in order for the bid to be evaluated by the Administrator. Any and all bids may be rejected when it is in the Administrator's best interest to do so.

CONSTRUCTION STANDARDS AND REQUIREMENTS

Rehabilitation or modifications funded by the Program must meet all applicable state and local housing quality standards and code requirements, pursuant to Section 214.212 of the Local Government Code

It is recommended that accessibility modifications be made with consideration of the design standards established by the TAS and/or Texas Government Code, Title 10, Subtitle G, Chapter 2306.514.

Administrators must provide building construction contractor oversight and ensure that builder's risk coverage is provided.

Where codes are applicable, be sure to discuss with the local code enforcement official situations in which permits will be required prior to seeking bids. Understand what the local code enforcement official expects to see when performing work that will be completed. These officials are allies, and they should be consulted with and not feared as they will keep your organization on the right path regarding construction.

Where codes do not exist, the best course of action is the follow the TAS, but with input from the person with disabilities to be assisted. For health and safety deficiencies, it is best to consult the residential building codes to understand how something should be installed. Free 2009 International Codes can be found at <http://publicecodes.citation.com/icod/IC-P-2009-000019.htm>.

It may be necessary to contract for inspection and spec writing services if technical aspects of building codes are not fully understood to ensure that construction is completed correctly.

Optional Progress Inspections

If conducting interim inspections, staff needs to bring along a copy of the specs, a copy of the inspection report, a copy of the Contract Work-Write-Up, a copy of the Texas Accessibility Standards (applicable sections), and a copy of a code book (CodeCheck – books with tabs on the trades, Taunton Press). Relevant inspection tools (i.e. flashlight, measuring tape, receptacle tester, etc.) should be taken to all inspections to verify compliance with the construction contract.

Purpose of interim inspections:

1. Clarify issues and answer questions
2. Quality control – make sure quality materials are being used
3. Maintain momentum

The Final Inspection (Required)

The inspector will complete the Final Inspection report (Form 11) with “After” photos of the completed construction. The Final Inspection allows the Administrator to:

- Verify that contractors have addressed any punch list items and corrected any deficiencies
- Demonstrate construction was completed for final draw request
- Demonstrate project meets all contractual and applicable Construction Standards requirements

CHANGE ORDERS

Good spec writing will dramatically reduce and/or nearly eliminate change orders. In housing rehab projects, change orders are oftentimes cosmetic or unnecessary for the purpose of rehab. For this reason, Change Orders must be carefully analyzed, as unnecessary work will not be reimbursed.

All Change Orders must have written Department approval prior to beginning any work or incurring costs associated with the Change Order may be disallowed.

CHAPTER 7: PROJECT CLOSEOUT AND DRAWS

PROJECT COMPLETION

The Administrator has **one hundred and twenty (120) calendar days** from the date of construction contract approval to complete all construction and draws.

The Department may grant a one-time **thirty (30) calendar day** extension to the project completion deadline due to extenuating circumstances beyond the Administrator’s control, upon receipt and approval of a written request within **one hundred and twenty (120) calendar days** after construction contract approval.

NOTE: If the Administrator fails to meet this deadline, the Reservation may be cancelled.

“DRAW REQUEST” GUIDELINES

A “Draw Request” is the process for transferring the Set-up funds to the Administrator for an approved reimbursable expense. Eligible costs must be incurred during the Access Agreement period (including administrative or soft costs) in order to be reimbursed. Draw Requests require uploading forms and supporting documents, as well as entering financial information about the project into the Contract System.

If the Department requires additional information or documentation to process a Draw request, the Department will notify the Administrator and change the Draw status to “disapproved” until follow up documentation is received from the Administrator.

Draw Request Submission Requirements		
Process	Documents to Submit	Timeline
<p>Upload to the Contract System:</p> <p>Construction Closeout and Final Draw</p>	<ul style="list-style-type: none"> • <i>Change Order(s) (Form 10)</i> • <i>Final Inspection (Form 11)</i> • <i>Building Contractor’s Requests for Payment (Form 12)</i> • <i>Construction Draw Checklist (Form 13)</i> • <i>activity Project Soft Cost Invoice (Form 14)</i> • “After Photos” • Administration Draw Request 	<p>Within 120 days of construction contract approval</p>

CHAPTER 8: PROGRAM MONITORING AND COMPLIANCE

The Department's Compliance Monitoring Division monitors the performance of Administrators to ensure compliance with all applicable requirements. All Administrators are subject to a monitoring review at any time.

Administrators may be chosen for a monitoring review based on:

- a risk assessment performed internally by the Department
- a citizen complaint
- findings from a previous monitoring review

The following five objectives guide the Department's monitoring efforts:

Program Monitoring Objectives	
Performance	✓ Administrator is meeting the requirements of the NOFA and Agreement
Expenditure of HTF monies	✓ Administrator is expending funds in accordance with all applicable requirements as set forth in the Agreement
Compliance	✓ Administrator is following State statutes, the HTF Rule, and Department policies and requirements as applicable
Prevention of Fraud & Abuse	✓ Administrator has adequate protections against fraud and misuse of HTF Program funds
Quality Workmanship	✓ Workmanship on assisted properties complies with applicable state and industry standards

WHAT WILL BE MONITORED?

Monitoring Areas	
Finance	Administration
<ul style="list-style-type: none"> • Fiscal controls are in place to adhere to Chapter 2306 of the Texas Government Code, the HTF Rule, Department policies and other requirements. • Administrator demonstrates financial integrity. • Generally Accepted Accounting Practices (GAAP) are followed. 	<ul style="list-style-type: none"> • Documented program policies (e.g. marketing, fair housing, procurement, conflict of interest, etc.) meet requirements and are followed. • Record keeping system is established. System organizes and maintains Program documents. • Timely, accurate reports are submitted and written agreements are enforced.
Eligibility	Construction/Housing Quality
<ul style="list-style-type: none"> • Each activity meets all Program requirements for household eligibility, property eligibility, and funding limits. • Administrator has established a record keeping system to organize and maintain activity files. 	<ul style="list-style-type: none"> • Physical inspection of assisted units support previously reported progress and condition. • Physical inspection verifies that workmanship is acceptable.

THE "DESK REVIEW"

The "Desk Review" is a monitoring review in which the monitor does not visit the Administrator but examines documentation submitted by the Administrator.

Part 1: The monitor will send a notification letter directly to the Administrator (copies are also mailed to the consultant, if any) requesting information to be submitted to Department offices by a certain date. The letter lists specific information that the monitor will be reviewing, such as program files, activity files, financial records, etc.

Part 2: The monitor will analyze the documentation submitted and test for compliance.

Part 3: The Desk Review concludes with a monitoring report (see below) that details any findings. The Administrator will have an opportunity to correct any findings, secure additional information or clarification, and report any actions the Administrator may already be taking to address areas of non-compliance.

THE “ON-SITE VISIT”

The “On-site Visit” is a monitoring review in which the monitor travels to the Administrator’s place of business to physically review program documents and files and inspect assisted housing units.

Part 1: The monitor sends a notification letter directly to the Administrator (copies are also mailed to the related consultant, if any) identifying the date, time and purpose of the visit. The letter lists specific information that *must be available* on the day of the visit, such as program files, activity files, financial records, etc.

Part 2: On the day of the visit, the monitor will conduct an entrance interview with the Administrator (and with the consultant, if applicable) to ensure that the Administrator clearly understands the purpose, scope and schedule for the visit.

Part 3: The monitor will select files for review. Any activities referenced in a public complaint will also be reviewed and physically inspected.

Part 4: Administrator staff member *must* accompany the monitor during all physical inspections of assisted units. The monitor may also obtain information through interviews with Administrator staff and/or members of households assisted. The monitor will analyze all information gathered and test for compliance.

Part 5: The on-site visit concludes with an exit interview to discuss any preliminary findings. The monitor will later prepare a monitoring report (see below) that details any findings. The Administrator will have an opportunity to correct any findings, secure additional information or clarification, and report any actions the Administrator may already be taking to address areas of non-compliance.

THE MONITORING REPORT & CORRECTIVE ACTION

- Part 1:** The monitor will issue a monitoring report. The monitoring report will detail findings of non-compliance, if any, identified during the review and prescribe corrective actions.
- Part 2:** The Administrator will typically have 30 days to submit a written response that verifies corrective actions were completed. The Administrator may request an extension of the corrective action period for up to an additional 30 days.
- Part 3:** The monitor will review the corrective action documentation submitted by the Administrator. If the corrective action does not sufficiently resolve the findings of non-compliance, the Administrator may have to repay disallowed costs to the Department. Any disallowed costs are to be repaid to the Department immediately. Following receipt of payment, the monitor will close the review and issue a monitoring closeout letter.

NOTE: If Administrator fails to take the action specified in the monitoring report, it may result in any or all of the following:

- Suspension or termination of the Agreement
- Deobligation of any funds remaining in the Agreement
- Recommendation that the Administrator be debarred
- Other financial penalties

SUBMITTING YOUR SINGLE AUDIT

The audit-related deadlines are as follows:

Single Audit Submission	
Timeframe	Item to Submit
Within 60 DAYS after Administrator's fiscal year End	<ul style="list-style-type: none"> • Submit the <i>Audit Certification Form (Form 904.09)</i> • Submit form after every fiscal year
Within 9 MONTHS after Administrator's fiscal year End	<ul style="list-style-type: none"> • Submit the Single Audit Report (if applicable) • If audit report is completed EARLIER, must submit within 30 DAYS of receipt from Certified Public Accountant

Failure to submit either the *Audit Certification Form* or a Single Audit Report in a timely manner will result in the suspension of Administrator's draw requests until the Administrator completes the requirements.

FORMS

All forms may be accessed on the Amy Young Forms page online at <http://www.tdhca.state.tx.us/htf/forms/br-forms.htm>

The following forms are required and may not be altered.

Form 1	Intake Application
Form 2	Certification of Disability
Form 3	Applicant Identification Form
Form 4	Household Income Certification
Form 5a	Activity Reservation Setup Checklist
Form 5b	Initial Inspection, Work Write-Up and Cost Estimate Checklist
Form 5c	Construction Contract Checklist
Form 6	Initial Inspection Form
Form 7	Work Write-Up and Cost Estimate
Form 8	Building Contractor Eligibility Verification
Form 9	Pre-Construction Conference Report and Notice to Proceed
Form 10	Change Order Request
Form 11	Final Inspection Form
Form 12	Building Contractor Request for Payment
Form 13	Project Completion Draw Checklist
Form 14	Activity Project Soft Cost Draw Invoice
Form 15	Admin Draw Request
Form 16	Project File Documentation Checklist

NOTE: Sample approval and denial letters and optional Program forms are also available online for Administrators' use.

REFERENCE: APPLICABLE REGULATIONS

Administrators are encouraged to familiarize themselves with all of the state statutes and rules that govern the Department and the Housing Trust Fund.

The availability and use of these funds are subject to **Chapter 2306 of the Texas Government Code**.

Other regulations may also apply such as, but not limited to:

- Texas Government Code, Title 7, Chapter 783 - the Uniform Grant and Contract Management Act, **as applicable for units of Local Government**; and
- Texas Government Code, Title 10, Subtitle F, Chapter 2254 for procurement of professional services, **as applicable for units of Local Government**.
- 40 CFR Part 745, Subpart E for EPA's Lead Based Paint regulations implementing Section 402(c) and 406(b) of the Toxic Substances Control Act (TSCA), the **Lead-Based Paint Renovation, Repair and Painting Program**.
- Federal Fair Housing Act Sec. 800. [42 U.S.C. 3601 note]

**Housing Trust Fund
2010-2011 Amy Young Barrier Removal Program
Contract Administrator Log**

Administrator	Region	Area(s) Served	Status	Contact
Easter Seals Central Texas-Urban and Rural	3, 7, 9, 10	The Counties of: Travis, Williamson, Hays, Dallas, Tarrant, Bastrop, Bell, Blanco, Burnet, Caldwell, Fayette, Gillespie, Gonzales, Lampasas, Lee, Llano and Milam	Active	Rosa Gonzalez-Abrego rgonzalez-abrego@eastersealstx.com (512) 615-3379
South East Texas Regional Planning Commission	5	The Counties of: Hardin, Jefferson and Orange	Active	Bonnie Brooks bbrooks@setrpc.org (409) 924-3381, ext. 6278

**2012-2013 Amy Young Barrier Removal Program
Reservation System Administrator Log**

Administrator	Region	Primary Area(s) Served	Status	Contact
Harlingen Community Development Corporation	11	The Counties of: Cameron, Hidalgo and Willacy	Active	Fred Huerta ahuerta@harlingencdc.org Olga Gonzalez ogonzalez@harlingencdc.org (956) 421-2351
Community Development Corporation of Brownsville	11	The Counties of: Cameron and Willacy	Active	Nick Mitchell nmitchell@cdcdb.org (956) 541-4955
Adults & Youth United Development Association, Inc. (AYUDA)	13	El Paso County	Active	Maria Carrillo mcarrillo8586@yahoo.com (915) 851-0272

Administrator	Region	Primary Area(s) Served	Status	Contact
Familias Triunfadoras, Inc.	13	El Paso County	Active	Maria Covernali Ortiz mcovernali@familias-triunfadoras.org (915) 851-1141
Regional Human Services, Inc.	11	Maverick County	Active	Enrique Montaño enriquemontano66@yahoo.com (830) 776-0660
Housing Authority of the City of Robstown, Texas	10	Robstown, Driscoll, Bishop, Banquete and Agua Dulce	Active	Laura Young RobstownHA@aol.com (361) 387-4525
Habitat for Humanity of Laredo, Inc.	11	Webb County	Active	Carol S. Sherwood habitatlaredo@aol.com (956) 724-3227
La Organizacion Progresiva de San Elizario, Inc.	13	El Paso County	Active	Antonio Araujo magreyes63@yahoo.com (915) 820-1449
Galilee Community Development Corporation	12	Tom Green County	Active	Terry Shaner terry.shaner@galileecdc.org (325) 655-6700
Neighborhood Housing Services of San Antonio, Inc.	9	San Antonio (city)	Active	JoAnna Shariff-Bey jshariff-bey@nhs-satx.org (210) 533-6673
Rolling Plains Management Corporation	2	The Counties of: Baylor, Cottle, Foard, Hardeman and Wilbarger	Active	Mark Halsell markhalsell@yahoo.com (940) 684-1571
Meals on Wheels and More	7	The Counties of: Bastrop, Hays, Travis and Williamson	Active	Charles Cloutman ccloutman@mealsonwheelsandmore.org (512) 628-8165

Administrator	Region	Primary Area(s) Served	Status	Contact
Habitat for Humanity of El Paso, Inc.	13	El Paso County	Active	Muriel J. Hall mjhall@habitatepaso.org (915) 755-6633
Affordable Homes of South Texas, Inc.	11	The Counties of: Hidalgo and Willacy	Active	Gustavo Garcia ggarcia@ahsti.org (956) 687-6263
The Care Program, Inc.	11	Hidalgo County	Active	Romeo Sanchez emor@swbell.net (956) 607-4940
Laredo-Webb NHS, Inc.	11	Webb County	Active	Raul Ugalde rugalde@bizlaredo.rr.com (956) 712 - 9100
Society of St. Vincent de Paul, Inc., South Central Region	3	Statewide, as local resources allow	Active	Elizabeth Disco-Shearer ldisco@svdpscr.org (214) 717-1802
South Texas Development Council	11	The Counties of: Webb, Jim Hogg, Starr and Zapata	Active	Alberto Rivera, Jr. arivera@stdc.cog.tx.us (956) 722-3995
Terra-Genesis of Texas, Inc.	9	The Counties of: Bexar, Guadalupe and Hays	Active	Ben Amor tginfo@tgcicorp.org (210) 342- 8576
City of El Paso	13	El Paso (city)	Active	Patricia White whitepa@elpasotexas.gov (915) 541- 4341

Administrator	Region	Primary Area(s) Served	Status	Contact
Housing Authority of the City of Del Rio	11	Del Rio (city)	Active	Cynthia A. de Luna drha@stx.tr.com (830) 774 – 6506
Houston Works USA	6	Houston (city)	Active	Charlotte Grimes Charlotte.grimes@houstonworks.org (713) 654 -1919 ext.1206
Starr County Self Help Center	11	Starr County	Active	Belinda Balderas b.balderas2105@gmail.com (956) 488-2025
Comal County Senior Citizens Foundation	9	Comal County	Active	Bonny Raby cmmercado@nbsenior.org (830) 629 - 4547 ext. 19
Brazos Valley Affordable Housing Corporation	8	The Counties of: Brazos, Burleson, Grimes, Leon, Madison, Robertson and Washington	Active	Ben Fortner bfortner@bvahc.org (979) 595-2809 ext. 3
West Central Texas Council of Governments	2	The Counties of: Brown, Callahan, Coleman, Comanche, Eastland, Fisher, Haskell, Jones, Kent, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor and Throckmorton	Active	Michelle Parker mparker@wctcog.org (325) 672-8544
City of Rice	3	Rice (city)	Active	Tonya Roberts troberts@ricetx.gov (903) 326-7500

Administrator	Region	Primary Area(s) Served	Status	Contact
Austin Habitat for Humanity	7	The Counties of: Travis, Bastrop, Caldwell and the portion of Williamson County that falls within the City Limits of Austin.	Active	Kate Herrmann kherrmann@ahfh.org (512) 472-8788 ext.411
Coastal Bend Center for Independent Living	10	The Counties of: Nueces, San Patricio, Kleberg, Bee, Jim Wells, Aransas, Brooks, Duval, Kenedy, Live Oak, McMullen and Refugio	Active	Kathleen Porche kathleenp@cbcil.org (361) 883-8461
Institute for Building Technology and Safety	7	Statewide, as local resources allow	Active	Christopher Doyle cdoyle@ibts.org (512) 452-8899
City of Taylor	7	Taylor (city)	Active	Judy Langford Langford Community Management Services Judy@lcmisinc.com (512) 452-0432
Interfaith Action of Central Texas	7	Travis County	Active	Simone Talma Flowers stalma@interfaithtexas.org (512) 386-9145 ext. 302
Habitat for Humanity of Smith County	4	Smith County	Active	Rosie Parker rosie@smithcountyhabitat.org (903) 595-6630, ext. 14
Village of Vinton	13	Village of Vinton	Active	Jessica Garza vintonclerk@vintontx.us (915) 886-5104
Brazoria County	6	Brazoria County	Active	Jennifer Crainer jenniferc@brazoria-county.com (979) 864-1220

Administrator	Region	Primary Area(s) Served	Status	Contact
Fort Bend Community Revitalization Projects	6	Fort Bend County	Active	Keely Aust kaust@fbcorps.org (281) 617-7416, ext. 118

Amy Young Barrier Removal Program RESERVATION SYSTEM ACCESS APPLICATION

The purpose of this application is to identify organizations that have the capacity to provide grant assistance from the Texas Department of Housing and Community Affairs (Department) under the Housing Trust Fund's Amy Young Barrier Removal Program (Program).

The undersigned hereby makes application to the Department for certification to participate as an Administrator and has read and understands the application instructions, and certifies that all information herein is true and correct to the best of their knowledge and belief. **Application must have the original signature from a representative with authority to execute documents on the Applicant's behalf.**

Applicant's Authorized Representative's Signature *Representative's Printed Name, Title* *Date*

1. APPLICANT CONTACT INFORMATION

A. APPLICANT CONTACT INFORMATION

Applicant's Legal Name: <small>(as it appears with the Texas Secretary of State Office)</small>		Phone:	
Applicant's Contact Name:		Fax:	
Applicant's Mailing Address:			
City, State, ZIP:			
Email Address:			
<i>If Applicant's "Physical Address" is different from the "Mailing Address," provide the physical address below:</i>			
Applicant's Physical Address:			
City, State, ZIP:			

B. APPLICANT LEGAL DESCRIPTION

Legal Form of Applicant *(check only one)*:

<input type="checkbox"/> Unit of Local Government (including public housing authorities, councils of government and regional planning commissions)	<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Public Agency
--	---	--

Is Applicant in good standing with the Texas Secretary of State? No Yes Filing # _____

Is Applicant in good standing with the Texas Comptroller's Office? No Yes Filing # _____

Organizations that are currently approved to participate in the Department's Amy Young Barrier Removal Program, Homebuyer Assistance Program, Veterans Rental Assistance Program and the Texas Bootstrap Loan Program may stop at this point. Please attach a current roster of all Board of Directors, Council, Commissioners, including names, mailing addresses and phone numbers. If additional information is required the Department staff will contact you by email.

All other applicants please refer to attached Checklist to ensure that all other necessary information is submitted for review.

Applicants who have received an award from the Department in the past must be in compliance with all contracts currently in place with the Department. Approval of any applicant is subject to Chapter 2306 of the Texas Government Code and the Texas Administrative Code, Title 10, Part 1, Chapter 51 (Housing Trust Fund Rule).

A nonprofit organization's pending application for §501(c)(3) or §501(c)(4) status cannot be used to comply with the tax status requirement.

Reservation System Access Applications, along with required attachments, may be submitted electronically to HTF@tdhca.state.tx.us

WARNING: Title 18, Section 1001 of the U.S. Code makes it a criminal offence to make willful, false statements or misrepresentations to any department or agency in the United States as to any matter within its jurisdiction.

CHECKLIST

The information contained in the following checklist refers to the Department's enabling legislation Section 2306 of the Texas Government Code, Housing Trust Fund (HTF) Rule adopted by the Department's Governing Board and/or the Notice of Funding Availability (NOFA). Please include this documentation with your application for certification:

LEGAL STATUS

- A. Charter;
- B. Articles of Incorporation or Certificate of Formation
- C. By-Laws
- D. Nonprofit applicants, as defined in HTF Rule, must submit:
 - A current tax exemption ruling from the Internal Revenue Service (IRS) under §501(c)(3), a charitable, nonprofit corporation, of the Internal Revenue Code of 1986, or §501(c)(4), a community or civic organization, of the Internal Revenue Code of 1986, as evidenced by a determination letter from the IRS that is dated 1986 or later. The exemption ruling must be effective on the date of the application and must continue to be effective while certified to administer the Program; or
 - Classification as a subordinate of a central organization non-profit under the Internal Revenue Code §501(c)(3), or §501(c)(4), as evidenced by a current group determination letter, that is dated 1986 or later, from the IRS that includes the Applicant. The group exemption letter must specifically list the Applicant.
 - A copy of the applicant's most recent IRS 990.

FINANCIAL CAPACITY

Provide the following information:

- Nonprofit Organizations must submit audited financial statements for the most recent fiscal year completed, no older than 2009.

ORGANIZATIONAL STRUCTURE

- A. Governing Board of Directors, Council, or Commission:
 - Provide current roster of all Board of Directors, Council, Commissioners, including names, mailing addresses and phone numbers.
- B. Resolution:
 - All applications must include an original resolution that is signed by the applicant's direct governing body (Board, Council or Commission) and:
 - Is dated within the six (6) months preceding the application submission date;
 - Authorizes the submission of the application;
 - Lists the name and title of the person authorized to execute agreements on behalf of the applicant;
- C. Experience Providing Services to Households with Low-Incomes and Persons with Disabilities:
 - Applicants must have at least one (1) year of experience providing services to low-income households or Persons with Disabilities, as evidenced by current or previous contracts with the Department or with other funding entities. To satisfy this requirement, applicants may provide evidence of a partnership with an entity or organization that meets the requirement, such as a contract or memorandum of understanding (MOU). A letter of support or intent to partner does not satisfy this requirement.
 - Submit resumes of current staff members who will implement the Program activities, or job descriptions for unfilled positions.

Texas Department of Housing & Community Affairs
Amy Young Barrier Removal Program
Attention: Mark Leonard, Program Coordinator
P.O. Box 13941
Austin, TX 78711-3941

If you require further information or clarification, please contact Mark Leonard at (512) 936-7799.

Amy Young Barrier Removal Program RESERVATION SYSTEM ACCESS APPLICATION

The purpose of this application is to identify organizations that have the capacity to provide grant assistance from the Texas Department of Housing and Community Affairs (Department) under the Housing Trust Fund's Amy Young Barrier Removal Program (Program).

The undersigned hereby makes application to the Department for certification to participate as an Administrator and has read and understands the application instructions, and certifies that all information herein is true and correct to the best of their knowledge and belief. Application must have the original signature from a representative with authority to execute documents on the Applicant's behalf.

Applicant's Authorized Representative's Signature *Representative's Printed Name, Title* *Date*

1. APPLICANT CONTACT INFORMATION

A. APPLICANT CONTACT INFORMATION

Applicant's Legal Name: <small>(as it appears with the Texas Secretary of State Office)</small>		Phone:	
Applicant's Contact Name:		Fax:	
Applicant's Mailing Address:			
City, State, ZIP:			
Email Address:			
<i>If Applicant's "Physical Address" is different from the "Mailing Address," provide the physical address below:</i>			
Applicant's Physical Address:			
City, State, ZIP:			

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