

ITEM 1



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

Prepared By/Phone Number: Barbara Wilson, County Attorney's Office

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER TO
SELECT PLACES WHERE THE COMMISSIONERS COURT WILL HOLD
ITS TERMS COMMENCING JANUARY 8, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached as page 2.

STAFF RECOMMENDATIONS:

n/a

ISSUES AND OPPORTUNITIES:

n/a

AN ORDER TO SELECT MEETING PLACES
OF COMMISSIONERS COURT OF TRAVIS COUNTY

RECITALS

The manner of selection of new meeting places of Commissioners Court is required by Local Government Code section 81.005 (d).

ORDER

The Commissioners Court of Travis County, Texas hereby orders that the following places are authorized as meeting places for the Commissioners Court at which the Commissioners Court may convene in regular terms beginning January 8, 2013 and thereafter until further places are authorized:

Hall of Government, First Floor, 700 Lavaca, Austin, Texas

Ned Granger Building, 314 West 11th Street, Austin, Texas

Travis County Courthouse, 1000 Guadalupe Street, Austin, Texas

County Meeting Room at 5501 Old Manor Road, Austin, Texas

City Council Chambers of all municipal governments in Travis County, Texas

School Board Meeting Rooms of all school districts in Travis County, Texas

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

ITEM 2



Travis County Commissioners Court Agenda Request

Meeting Date: 1/8/2013

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

Elected/Appointed Official/Dept. Head: Hershel Lee, Fire Marshal

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Hershel Lee

Danny Hobby

Jim Connolly

Commissioners Court

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

**ORDER PROHIBITING
OUTDOOR BURNING**

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

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

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

- (1) Actions prohibited:
 - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

- (2) Enforcement:
 - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
 - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
 - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

- (3) This order does not apply to outdoor burning activities:
 - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (A) firefighter training;
 - (B) public utility, natural gas pipeline, or mining operations; or
 - (C) planting or harvesting of agriculture crops.

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

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

This order prohibiting outdoor burning shall expire on February 6, 2013 or upon such date as a determination is made by the Travis County Commissioners Court or by the Travis County Fire Marshal that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 8th DAY OF JANUARY 2013.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

ITEM 3



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

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

REQUIRED AUTHORIZATIONS:

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

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

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

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

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

BUDGET AMENDMENTS AND TRANSFERS

1/8/2013

FY 2013

NEW BUDGET

BA#	INTERNAL ORDER/WBS FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
N1	4050	149030	422390	TNR	Road Work Service Revenue	\$39,642.70		1
	4050	149030	522040	TNR	Capital Outlay-Mtrl-Infra/Impts	\$39,642.70		
N2	4050	149030	481000	TNR	Other Revenue	\$32,062.45		1
	4050	149030	522040	TNR	Capital Outlay-Mtrl-Infra/Impts	\$32,062.45		

AMENDMENTS

BA#	INTERNAL ORDER/WBS FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1	0115	198000	580010	Reserves	Fund - 0115 Allocated Reserve		\$23,179.00	10
	0115	149012	522020	TNR	Capital Outlay Mtrl - Bldgs	\$23,179.00		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director 

DATE: January 2, 2013

RE: Establishing New Budget for Revenue Received in Lieu of Parkland Dedication by Transportation and Natural Resources (TNR)

Pursuant to the FY 2013 Budget Rules, PBO is submitting these new revenue budget adjustments for Commissioners Court approval. These budget adjustments establish new budget in Fund 4050, Contractual Capital Projects Fund.

\$32,062.45 Apache Shores Property Owner's Association for improvements to Fort Smith Trail Road

\$39,642.70 Austin Goodnight Ranch, LP for improvements to Slaughter Lane

Approval of these agreements by Commissioners Court and certification of revenue by the County Auditor are highlighted in the attached documents. TNR has submitted budget adjustments to budget the funds. PBO recommends approval of these new revenue budget adjustments.

cc: Leslie Browder, Jessica Rio, Leroy Nellis, Travis Gatlin, PBO
Steven Manilla, Carol Joseph, Cynthia McDonald, Donna Williams-Jones, TNR

Header Information for Entry Doc Number

400001625

Doc. Number 400001625 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Dec 19, 2012
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 6 Fiscal Year 2013 Year. Cash. Eff
 Process UI BALA Process BALS Original. Applic. BWB Doc. Family

Additional Data

Creator WILLIAD Creation Date Jan 2, 2013 Creation Time 08:42:39
 Resp. Person DONNA WILLIAMS JONES Year Cohort Public Law
 Header Text New Bgt Slaughter Ln Austin Goodnight Legislation

TextName

Lines

Total Document 39,642.70 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area Grant	Funded Program	Local Amount	Text Line
000001	4050		1490304050	422390	1710	NOT-RELEVANT RDCN1490000040302	39,642.7	Establish Bgt Slaughter Ln Austin Goodnight
000002	4050		1490304050	522040	1710	NOT-RELEVANT RDCN1490000040302	-39,642.7	Establish Bgt Slaughter Ln Austin Goodnight

PBO concurs. - Dallan
ADL
1/2/13
1/3/13

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



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

874133

To: Leslie Browder
County Executive, Planning and Budget

From: *NR* Nicki Riley
County Auditor

Subject: Certification of Revenue – Slaughter Lane Improvements, Project X4R003

Date: December 20, 2012

I hereby certify \$39,642.70 as additional revenue to be used by the Transportation and Natural Resources Department for road improvements to Slaughter Lane. This amount represents the funds received from Austin Goodnight Ranch LP.

The funds should be allocated as follows:

<u>Fund</u>	<u>Fund Center</u>	<u>Account</u>	<u>Account Description</u>	<u>Amount</u>
4050	1490304050	422390	Road Work Service Revenue	\$39,642.70

If you have any questions, please call.

NR/dw

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



TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

December 6, 2012

MEMORANDUM

TO: Nicki Riley, County Auditor
Carol B. Jank for
FROM: Steven M. Manilla, P.E., County Executive
SUBJECT: Slaughter Lane Improvements – Austin Goodnight Ranch LP
Project #X4R003-Customer 2700010
A/R Invoice #1800001370
WBS RDCN.149.000004.03.02

On December 19, 2006 the Commissioner's Court approved a participation agreement with the Developer Austin Goodnight Ranch L.P. for improvements on Slaughter Lane. A related Notice of Default for that agreement was signed by Austin Goodnight Ranch on November 23, 2010. On October 26, 2012 the Developer signed a letter of construction costs participation for the first phase of this project and provided a \$39,642.70 payment. Pursuant to Sections 111.0431 and 111.0432 of the Local Government Code, TNR is requesting this \$39,642.70 be certified as revenue. The revenue and expense accounts for these funds are 1490304050 422390 and 1490304050 522040 respectively. Supporting documentation for this request is attached.

If you have any questions or need additional information please call Donna Williams-Jones at extension 47677.

DWJ:SMM:dwj *CMJ*

cc: 0102 Fund 4050 Financial File

TRANSPORTATION & NATURAL RESOURCES DEPT. ITEMS

- 25. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REGARDING COUNTY PUBLIC/PRIVATE PARTNERSHIPS: (10:53 AM)**
 - A. REQUEST TO AMEND GUIDELINES FOR COUNTY PARTICIPATION IN PUBLIC/PRIVATE PARTNERSHIPS FOR ARTERIAL ROADWAY CONSTRUCTION ADOPTED JULY 12, 2005 AND REVISED ON JULY 25 AND OCTOBER 31, 2006;**
 - B. APPROVAL OF A PARTICIPATION AGREEMENT BETWEEN TRAVIS COUNTY AND A PRIVATE DEVELOPER FOR IMPROVEMENTS TO SLAUGHTER LANE, IN PRECINCT FOUR. (COMMISSIONER GÓMEZ);**
 - C. APPROVAL OF A PARTICIPATION AGREEMENT BETWEEN TRAVIS COUNTY AND PRIVATE DEVELOPERS FOR IMPROVEMENTS TO BRAKER LANE, IN PRECINCT ONE. (COMMISSIONER DAVIS)**
 - D. APPROVAL OF A PARTICIPATION AGREEMENT BETWEEN TRAVIS COUNTY AND A PRIVATE PROPERTY OWNER FOR IMPROVEMENTS TO WELLS BRANCH PARKWAY, IN PRECINCT TWO. (COMMISSIONER SONLEITNER)**

Clerk's Note: Items 25.A-D are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Steve Manilla, Director, Public Works, TNR; and Tom Nuckols, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Sonleitner reject the Wells Branch public-private partnership in Item 25.D that was part of the voter referendum.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Karen Sonleitner	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Header Information for Entry Doc Number

400001624

Doc. Number 400001624 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Dec 19, 2012
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 6 Fiscal Year 2013 Year. Cash. Eff
 Process UI BALA Process BALS Original. Applic. BWB Doc. Family

Additional Data

Creator WILLIAD Creation Date Jan 2, 2013 Creation Time 08:40:15
 Resp. Person DONNA WILLIAMS JONES Year Cohort Public Law
 Legislation

Header Text New Bgt Fort Smith Rd Apache Shore P

TextName

Lines

Total Document 32,062.45 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	4050		1490304050	481000	1710	RDCN1490000200202	32,062.45	Establish Bgt Fort Smith Rd Apache Shore POA
000002	4050		1490304050	522040	1710	RDCN1490000200202	-32,062.45	Establish Bgt Fort Smith Rd Apache Shore POA

PBO concurs. - Dalanis 1/2/13
 *1/3/13*

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



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

874135

To: Leslie Browder
County Executive, Planning and Budget

From: *NR* Nicki Riley
County Auditor

Subject: Certification of Revenue – Fort Smith Road – Substandard Road Project

Date: December 20, 2012

I hereby certify \$32,062.45 as additional revenue to be used by the Transportation and Natural Resources Department for road improvements to Fort Smith Trail Road. This amount represents the funds received from Apache Shores POA, Inc.

The funds should be allocated as follows:

<u>Fund</u>	<u>Fund Center</u>	<u>Account</u>	<u>Account Description</u>	<u>Amount</u>
4050	1490304050	481000	Other Revenue	\$32,062.45

If you have any questions, please call.

NR/dw

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



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

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Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

December 6, 2012

MEMORANDUM

TO: Nicki Riley, County Auditor
Carol B. Ziegler for
FROM: Steven M. Manilla, P.E., County Executive
SUBJECT: Fort Smith Road – Substandard Road Project
Project #X3R015-Customer 270002
A/R Invoice #1800001373
WBS RDCN.149.000020.02.02

On August 2, 2011 the Commissioner's Court approved a participation agreement with the Apache Shores Property Owners Association for improvements on Fort Smith Trail Road. Pursuant to Sections 111.0431 and 111.0432 of the Local Government Code, TNR is requesting that \$32,062.45 received from Apache Shores POA be certified as revenue. The revenue and expense accounts for this project are 1490304050 481000 and 1490304050 522040 respectively. Supporting documentation for this request is attached.

If you have any questions or need additional information please call Donna Williams-Jones at extension 47677.

DWJ:SMM:dwj *CMO*

cc: 0102 Fund 4050 Financial File

13. Approve Contract No. 11K00248JW with Apache Shores Property Owners Association for the development and construction of Fort Smith Trail.

Members of the Court heard from:
Steve Manilla, County Executive, TNR

MOTION: Approve Item 13.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

14. Consider and take appropriate action regarding issues related to responses to the Civil and Family Courthouse RFI.

Judge Biscoe announced that Item 14 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:
Cyd Grimes, Travis County Purchasing Agent
John Hille, Assistant County Attorney

MOTION: Approve the steps recommended in the outline to the Commissioners Court.
RESULT: **APPROVED [3 TO 2]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt
NAYS: Karen L. Huber, Margaret J. Gómez

Transportation and Natural Resources Dept. Items

15. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate three drainage easements located along the side and rear lot lines of Lot 8, Block 48 of Austin Lake Hills, Section Three in Precinct Three. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

16. Consider and take appropriate action on changes to the Low-Income Repair Assistance, Retrofit and Accelerated Vehicle Retirement Program.

Clerk's Note: The County discussed a Staff recommendation to distribute repair vouchers only effective September 1, 2011, due to a decrease in funding from the State.

Members of the Court heard from:
Adele Noel, Air Quality Project Manager, TNR
Tom Weber, Environmental Quality Program Manager, TNR
Jon White, Natural Resources Program Manager, TNR

MOTION: Approve the recommendations in Item 16.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

17. Consider and take appropriate action on a request to sell approximately 7.3 acres of land in N.E. Metro Park to the Pflugerville Community Development Corporation for re-configuration of

Header Information for Entry Doc Number

400001558

Doc. Number 400001558 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Nov 2, 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

Additional Data

Creator WILLIAD Creation Date Dec 20, 2012 Creation Time 10:21:29
 Resp. Person DONNA WILLIAMS JONES Year Cohort Public Law
 Header Text BCP Reserve Transfer for Maint. Bldg Legislation

TextName

Lines

Total Document 23,179 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area Grant	Funded Program	Local Amount	Text Line
000001	0115		1980000000	580010	1120	NOT-RELEVANT NON-FUNDED-PROGRAM	-23,179	Provide budget for add'l costs for BCP maint bldg
000002	0115		1490120115	522020	1750	NOT-RELEVANT NON-FUNDED-PROGRAM	23,179	Receive budget for add'l costs for BCP maint bldg

The programmatic request for these additional funds was approved by commissioners court on December 21, 2012, agenda item #2.

Dalton 12/27/12
~~_____~~ 1/3/13



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

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

December 19, 2012

MEMORANDUM

TO: Leslie Browder, County Executive, Planning and Budget Office
FROM: *Carol B. [Signature]*
Steven M. Manilla, P.E., County Executive TNR
SUBJECT: Approve a Budget Transfer for the Balcones Canyonland Preserve Program (BCP) -
Additional Funding Maintenance Barn

Proposed Motion: Approve a budget transfer for \$23,179 from the Balcones Canyonland Preserve Program reserves in fund 0115 for additional budget needed to complete demolition and construction of the Nootsie Maintenance Barn.

Summary and Staff Recommendation: TNR is requesting that the Commissioners Court approve a transfer of \$23,179 from the BCP fund 0115 reserve account 1498000115 for costs related to demolition of an old structure and construction the new Nootsie maintenance facility. The Commissioners Court previously approved \$140,000 for this project however final total estimated costs are \$163,179 leaving a \$23,179 shortfall.

Budgetary and Fiscal Impact: This will reduce the BCP Fund 0115 allocated reserves by \$23,179 from \$4,955,072 to \$4,931,893.

Required Authorizations: Planning and Budget Office.

Exhibits: A copy of budget transfer #400001558 and a summary of current estimated costs to complete the Nootsie maintenance facility.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

DWJ:SMM:dwj *[Signature]*

Attachments

copy: Diana Ramirez, PBO
Donna Williams-Jones, TNR

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\BALCONES CANYONLAND PRESERVE (BCP)\FY2013 TBF
Reserve Transfer_Memo_PBO_Maintenance Barn.doc

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
(\$7,067)	JP Pct. 5	12/28/12	DPS backlog-drivers license revocation
\$6,354,103	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

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

\$3,561,394 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:

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)
\$656,092 Remaining CAR Reserve Balance After Possible Future Expenditures	

Emergency Reserve Status (580120)

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

Fuel & Utility Reserve Status (580130)

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

Planning Reserve Status (580210)

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

Juvenile Justice TYC (580260)

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

Smart Bldg. Facility Maintenance Reserve Status (580240)

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

IJS/FACTS Reserve Status (580160)

Amount	Dept Transferred Into	Date	Explanation
\$2,164,795			Beginning Balance
(\$196,951)	ITS	10/23/12	OnBase Software
(\$717,746)	ITS	11/6/12	CUC TechShare
(\$1,146,096)	ITS	12/18/2018	TechShare
\$104,002 Current Reserve Balance			

Transition Reserve Status (580300)

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

Reserve for State Cuts Status (580310)

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

Starflight Maintenance Reserve Status (580320)

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

1115 Waiver Reserve Status (580200)

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

Interlocals Reserve Status (580200)

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

Annualization Reserve Status (580200)

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

Salary Savings Reserve Status (580200)

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

Unallocated Reserve Status (580015)

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

ITEM 4



Travis County Commissioners Court Agenda Request

Meeting Date: 01/08/2013, 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 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. Grant application to the National Prison Rape Elimination Act (PREA) Resource Center for A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards grant program in Juvenile Probation;
- B. Grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) to continue the Juvenile Treatment Drug Court in Juvenile Probation;
- C. Permission to continue the Comprehensive Energy Assistance Program (CEAP) in Health and Human Services until a fully executed contract is obtained from the Texas Department of Housing and Community Affairs.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is an application for a new grant that will allow the Juvenile Probation department to enhance training and other organizational changes to be in compliance with the Prison Rape Elimination Act (PREA). Item B is an application for the fourth year of the Juvenile Treatment Drug Court program in Juvenile Probation. Item C is a permission to continue the Comprehensive Energy Assistance program in HHS through the end of March. Funding is expected in early 2013.

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:

None of the grants this week require a funding match. Item C needs up to \$229,196 of General Fund funding until a contract can be fully executed. At that time those expenditures will be reclassified against grant funding.

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.

Application	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		A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	4/1/2013-3/31/2014	\$100,000	\$0	\$0	\$0	\$100,000	-	R	MC	6
B	145	Juvenile Treatment Drug Court	9/30/2013-9/29/2014	\$199,970	\$0	\$0	\$0	\$199,970	-	R	MC	43
Dept.	Grant Title	Grant Term on Application	Personnel Cost	Operating Transfer	Total Request	Filled FTE	PTC Expiration Date	Notes	Auditor's Assessment	Page #		

Permission to Continue

C	158	Comprehensive Energy Assistance Program	1/1/2013-12/31/2013	\$29,196	\$200,000	\$229,196	4	3/31/2013	R	EC	78
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** This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

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 01-03-13 at 3:50pm

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

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

updated 01-03-13 at 3:50pm

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program- SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12- 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12- 6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	\$0	\$0	\$117,678	-	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$86,000	\$0	\$0	\$0	\$86,000	-	12/18/2012
158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	\$25,000	\$0	\$0	\$0	\$25,000	-	12/18/2012
140	Safe Havens: Supervised Visitation and Safe Exchange program*	10/1/10- 9/30/13	\$400,000	\$0	\$0	\$0	\$400,000	-	12/28/2012
			\$14,021,785	\$352,515	\$214,286	\$0	\$14,588,586	22.08	

*Amended from original agreement.

Updated 03-13 at 3:50pm

FY 2013 Grants Summary Report

Permission to Continue

updated 01-03-13 at 3:50pm

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
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				

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TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input 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:	Juvenile Probation	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	512-854-7046	

Grant Title:	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards		
Grant Period:	From: <input type="text" value="Apr 1, 2013"/>	To: <input type="text" value="Mar 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	National PREA Resource Center		
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:	United States Department of Justice, Bureau of Justice Assistance		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 100,000	\$ 0	\$ 0	\$ 0	\$ 100,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 100,000	\$ 0	\$ 0	\$ 0	\$ 100,000
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"/>	RP	Reviewed by Janice Cohoon.
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.	Number of staff members receiving comprehensive training on PREA standards	n/a	n/a	220	220
2.	Number of residents receiving orientation training.	n/a	n/a	1903	1960
3.	Number of residents from ISC and Halfway House participating in interactive workshops	n/a	n/a	268	276
4.	Percentage of new hired screened using screening tool purchased through grant	n/a	n/a	100	100
Measures for the Grant					
1.	Number of staff members receiving comprehensive training on PREA standards	n/a	n/a	220	220
Outcome Impact Description		To strengthen staff's ability to identify signs of potential sexual misconduct, prevent sexual abuse, and offer support to residents to ensure compliance with PREA standards.			
2.	Number of residents receiving orientation training.	n/a	n/a	268	276
Outcome Impact Description		Every juvenile starting detention and the Intermediate Sanction Center will be informed on ways to identify and prevent sexual abuse.			
3.	Number of residents from ISC and Halfway House participating in interactive workshops	n/a	n/a	268	276
Outcome Impact Description		Continued education will help the Intermediate Sanctions Center resident identify, prevent and address sexual abuse.			
4.	Percentage of new hired screened using screening tool purchased through grant	n/a	n/a	100	100
Outcome Impact Description		All newly hired staff will be screened on potential boundary issues or sexual misconduct that would indicate that they are not appropriate to work in direct care of incarcerated juveniles.			

PBO Recommendation:

The Juvenile Probation Department seeks Commissioners Court approval to apply for a grant from the National PREA Resource Center to receive funds to provide training and implement tools to promote compliance with the Prison Rape Elimination Act (PREA). The PREA standards became mandatory in 2012, and the department will be audited on these standards beginning in 2013.

The \$100,000 grant award would pay for training, including conferences, webinars, and a sustained online learning system within the Juvenile Probation Department. The department also plans to purchase a screening tool to use in the hiring process to identify candidates for employment with potential boundary issues or sexual misconduct. The department will also work to create informational media with youth currently involved with the Juvenile Probation Department.

The grant program does not have an indirect cost allocation, and no county match is required. PBO recommends approval of this grant application.

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 goal of this program is to create a sustainable system of training for staff members and education for residents in order to comply with Prison Rape Elimination Act (PREA) standards. This grant fits into the current activities of the department since PREA compliance is mandatory for the department. This will be a new program.

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

There are no long term County funding requirements of the grant. However, after grant funds are exhausted TCJPD will still need to meet PREA compliance. If necessary, internal and external funds will be sought in order to meet compliance.

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 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.

No indirect costs are requested.

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.

This program will not end upon termination of grant funding. The training and education proposed will be sustainable without additional funding from the County. Departmental resources, such as staff time, will be used to continue the activities of the grant. TCJPD will seek internal and external funds as necessary to continue to meet PREA standards.

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

PREA standards became mandatory in 2012 and will begin to be audited in 2013.

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.

This program will ensure that staff members are well trained and can address the standards of PREA. It will ensure residents are educated about sexual misconduct and are able to identify and respond to it. It will enable TCJPD to screen out candidates with potential boundary issues or sexual misconduct. It will enable TCJPD to fully comply with PREA standards.



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
SUBSTANCE ABUSE SERVICES

TO: Aerin Toussaint, PBO
Budget Analyst

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

THROUGH: Maya Duff
Maya Duff
Grant Coordinator

SUBJECT: A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards
Grant Application to the National PREA Resource Center

DATE: December 18, 2012

The Travis County Juvenile Probation Department is submitting an application for funding from the National PREA Resource Center for the A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards program. \$100,000 is requested to support this project from 4/1/2013-3/31/2014.

The goal of A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards is to build upon current organizational strengths to establish an organizational climate that understands and promotes compliance with the Prison Rape Elimination Act (PREA). Funding will be used for staff training, resident education, program monitoring, and an employee screening tool.

Please review this item and place it on the **January 8th** Commissioner's Court Agenda for their consideration and signature.

If you have any questions, please contact Maya Duff at 512-854-7046.

CC: Jim Connolly
Rhett Perry
Britt Canary
Darryl Beatty
Sylvia Mendoza
Lisa Eichelberger
Grant File

10

**Travis County Juvenile Probation Department
A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards
Program Narrative**

Executive Summary

Travis County Juvenile Probation Department (TCJPD) will use grant funds to build upon its current practices and establish an organizational climate that understands and promotes compliance with the Prison Rape Elimination Act (PREA) to reinforce zero tolerance of sexual abuse and ensure victims of sexual abuse are supported and treated. In order to instill the values of complying with PREA into its organizational culture, TCJPD will implement a sustainable system of training for staff and education for residents with a focus on protecting and educating its population. TCJPD will regularly monitor its progress to ensure that its policies, procedures, and activities are all on track to meet and exceed full PREA compliance.

Training staff members will strengthen their ability to identify signs of potential sexual misconduct, prevent sexual abuse, and offer support to residents. **This training will include participation in conferences and webinars and the creation of an online learning system within TCJPD.** In addition to participating in training led by external experts, TCJPD will employ the train the trainer model so that staff members can educate one another on information they receive from various PREA trainings.

To ensure that all staff members' core values are in line with TCJPD's desire to protect its youth, **TCJPD will use a screening tool on potential new hires to identify individuals with potential boundary issues or sexual misconduct. As a safeguard, TCJPD will also plan for mental health services for any youth identified as a victim.**

TCJPD's resident education program will inform residents about sexual abuse and provide a support system for them through hands on workshops utilizing a variety of educational materials. **TCJPD youth will also work with a local agency to create an informational video on identifying, preventing, and addressing sexual abuse.** This video will be available as an educational resource for youth involved with TCJPD. Finally, **TCJPD will make an informational brochure on the identification and prevention of sexual abuse available to residents and their families who are involved with TCJPD.** All aspects of the resident education program will be modified to meet the special needs of the TCJPD population including adaptations for Spanish speakers and those with hearing/vision impairments or learning disabilities.

TCJPD will continuously monitor progress in complying with PREA standards. This will be done through the PREA audit tool for measuring compliance that is slated to be released in 2013 as well as **through technical assistance near the end of the grant cycle.** The proposed project will result in a comprehensive systematic approach to meeting full PREA compliance. By enhancing the ability of TCJPD and its staff to identify and prevent incidents of sexual abuse, TCJPD will develop a strong foundation of knowledge and skills upon which it can continue to build after grant funds have been exhausted. Involving residents in an education program will help them identify the potential risk of victimization

while offering them the skills and support necessary to prevent and address sexual abuse. Regular monitoring through the PREA audit tool, as well as meetings within TCJPD, will ensure that TCJPD is aware of the effectiveness with which it implements the standards of PREA.

Agency Profile

TCJPD operates three facilities that house residents: Detention Services, the Intermediate Sanctions Center (ISC), and the Boys' Halfway House. All three of these facilities are part of the proposed project. Detention Services is a 14 unit pre-adjudication facility that has 120 beds. Two units are solely designated for housing females, four units are solely designated for males, and the remaining eight units may hold either gender depending on housing needs. This facility provides short-term housing and care for children ages 10-17 that are not receiving adequate adult supervision, are likely to abscond, are a danger to the community, or are detained pending court action or other administrative procedures. Detention Services provides a safe, secure environment including health care, meals, and structured programs. Juveniles are expected to participate in scholastic and recreational activities. In Fiscal Year 2012 (FY12), the average daily population (ADP) in Detention Services was 54 (42 males, 12 females).

The ISC, a post-adjudication secure correctional facility, has 118 beds. This facility provides residential care and treatment for juveniles who are court ordered into the facility. It has three distinct tracts: the substance abuse treatment program (licensed by the Department of State Health Service), the behavioral program, and the sex offender program. Throughout the ISC, cognitive behavioral interventions are implemented to address the individualized needs of juveniles and their families. Youth are taught to implement cognitive self-change skills in which they practice identifying and changing thoughts and attitudes that may lead to problematic behaviors and/or difficult emotions. The curricula used in the ISC facilitate change through social learning, cognitive education, and active problem solving. Additionally, the ISC provides a supportive environment that fosters behavioral change, academic success, vocational training, job readiness skills, life skills, and family support. Youth are encouraged to assess the impact of their decisions and behaviors on themselves, their families, and the community. Parental involvement and responsibility are key components of the overall program. All ISC programs are for males and females. In FY 12, the ADP of the ISC was 73 (59 males, 14 females).

A third facility, the Boys' Halfway House, is a post-adjudication non-secure facility that has 10 beds. This facility focuses on preparing residents for reentry into the community. It offers skills and vocational training, including several certification programs, to enable its residents to obtain employment upon release. In FY12, the ADP of the Boys' Halfway House was 7.

Agency Readiness

Travis County Juvenile Probation Department (TCJPD) has been fully committed to the implementation of PREA standards since before their release. TCJPD's Compliance Unit has been responsible for coordinating the PREA process; they have been regularly reviewing available PREA information in order to stay up to date on the requirements. Staff members department-wide have participated in numerous PREA trainings and information sessions since May 2010, including webinars, regional trainings, and national trainings. These trainings include, but are not limited to: Addressing Sexual Abuse of Youth in

Custody: Training for Trainers (conference in Austin, Texas), PREA Standards and Policy Development Guidelines for Lesbian, Gay, Bisexual and Transgender Youth in Custody (webinar), and Human Resources and Administrative Investigations Training (conference in Washington, D.C). In early 2013, TCJPD will host an intensive training for staff members to educate them on what PREA is and how it will impact them directly. TCJPD also has plans to attend trainings in 2013; a statewide intensive training in January is of interest. TCJPD's Compliance Unit has been communicating regularly with the Director and Assistant Director of the Project on Addressing Prison Rape, as well as individuals from the National PREA Resource Center, to gain feedback on TCJPD's readiness and plans to implement PREA standards.

TCJPD has a culture that promotes dignity, respect, safety, and security. As a result, it already meets many criteria of PREA and is committed to exceeding the standards. As a response to the PREA initiative in 2010, TCJPD adapted its policy to mandate zero tolerance towards all forms of sexual abuse (PREA Standard 115.311). TCJPD also requires background checks for employees and assurances from new staff members that they have not been involved in any misconduct regarding sexual abuse (PREA Standard 115.317). Contracts with outside entities for the confinement of residents are in the process of being updated to obligate entities to comply with PREA standards; to date five out of sixteen residential contracts have been fully executed (PREA Standard 115.312). Travis County has a large Spanish speaking population and Spanish translation is currently available for residents and their families (PREA Standard 115.316). Prior to the release of PREA standards, TCJPD had already met many of the components of standards related to medical and mental health services (PREA Standards 115.381-383).

TCJPD established a PREA Compliance Team to identify the most pressing needs of the department and to prioritize the activities that will be part of PREA implementation. Together, the PREA Compliance Team determined that training for staff, education for residents, and policy revisions were the most important steps in furthering the culture of TCJPD to empower residents and staff and to promote compliance with PREA. The PREA self-assessment has been completed, giving TCJPD an idea of where gaps in compliance exist and where priorities need to be placed. TCJPD also has a multidisciplinary workgroup that determined which areas grant funds would be most beneficial.

TCJPD did not submit information to the Bureau of Justice Statistics for the latest report on Sexual Violence Reported by Correctional Authorities. In the last four years, there have been no founded cases of sexual abuse or sexual harassment in the department. TCJPD is committed to preventing sexual assault and harassment and is ready to mandate full PREA compliance. A video monitoring system has been budgeted and will be installed in the summer of 2013. This will also assist TCJPD in meeting PREA Standard 115.313.

TCJPD has been collaborating with other locally operated juvenile facilities in Texas to review the best practices of other departments around the state. TCJPD has been actively researching available PREA information, is very involved in maintaining communication with advisors, and is committed to meeting and exceeding PREA standards through interdepartmental collaboration. TCJPD has an expectation of excellence and continuous improvement for all staff; this expectation has allowed the department to comply with standards promulgated by the Texas Juvenile Justice Department (TJJD) as well as receive

accreditation by the American Correctional Association (ACA). TCJPD practices constant vigilance to ensure that it continues to meet all of these standards.

The National PREA Resource Center identifies three key steps that are generally followed by agencies desiring to fully comply with PREA standards: assess, plan, and implement. TCJPD has completed the "assess" phase by conducting the self-assessment and meeting with key staff members to identify the department's needs and discuss gaps in policies and practices. Throughout the course of this grant, TCJPD will continue to assess its progress by using the anticipated PREA monitoring tool and hiring outside technical assistance to provide feedback on the department's policies and practices. Regarding the planning phase, TCJPD has held multiple meetings with key staff members to prioritize the needs of divisions within the department in implementing PREA standards. TCJPD has also been using *Implementing the Prison Rape Elimination Act: A Toolkit for Juvenile Agencies and Facilities* to determine how to address gaps in compliance. TCJPD has begun to set long and short-term goals, detailed in the following section, and will continue to do so as the process of PREA compliance evolves. The first three months of this grant will be devoted to planning. Finally, TCJPD has already implemented many practices in the process of selection, hiring, promotion, and evaluation of all staff to ensure that its culture of excellence is maintained. TCJPD will continue to implement the plan to have full PREA compliance as trainings and resources become available.

Agency Self-Assessment

Travis County Juvenile Probation Department's (TCJPD's) self-assessment is the result of months of collaborative meetings by staff department-wide as well as the recent completion of the self-assessment toolkit *Implementing the Prison Rape Elimination Act: A Toolkit for Juvenile Agencies and Facilities*.

Upon release of the PREA standards, the Compliance Unit at TCJPD met with the Chief Juvenile Probation Officer, Deputy Chief Juvenile Probation Officers, and General Counsel to present a white paper describing PREA standards. As a result of this meeting, Deputy Chiefs followed up with their respective teams to select staff to comprise the PREA Compliance Team.

During PREA Compliance Team meetings, which have taken place regularly since July 2012, key staff members used the PREA standards as a guideline to determine where improvements are needed and which staff members will be responsible for addressing each need. Gaps in compliance, as well as TCJPD's plans to address the gaps, were found in the following areas:

Prevention Planning

- Contracting with other agencies for confinement: Contracts are in the process of being updated to require other agencies to comply with PREA.
- Supervision: The current staffing plan is under review. TCJPD must annually review this plan to ensure that it includes components mentioned in the PREA standards. A video monitoring system has also been budgeted for.

- **Limits to cross-gender viewing and searches:** Policies are currently being set to require staff of the opposite gender to announce their presence when entering a resident housing unit. TCJPD has also begun to discuss policies regarding searches of transgender and intersex residents.
- **Residents with disabilities and language barriers:** TCJPD currently has materials that are modified to address special needs of TCJPD's population; measures will be taken to supplement these materials.
- **Hiring and promotion:** Extensive background checks and employee affirmations are required by TCJPD. TCJPD is working on creating a process to provide this information to other agencies.

Responsive Planning

- **Evidence protocol and forensic evaluations:** TCJPD will create uniform evidence protocol, enter into a Memorandum of Understanding (MOU) with an agency that conducts forensic medical examinations, and enter into a MOU to offer victims advocates from a rape crisis center
- **Investigation policies and referrals to law enforcement:** TCJPD will update its policies for investigation and referral to meet PREA standards.

Training and Education

- **Employee Training:** There is a need for staff members to be trained on resident rights, gender differences in responding to sexual abuse, common reactions of victims, detection and response, inappropriate relationships, and communicating professionally with gender nonconforming residents and Lesbian, Gay, Bisexual, Transgender, and Intersex (LGBTI) residents
- **Volunteer and contractor training:** Training must continually be updated so that volunteers receive current PREA information when staff members do.
- **Resident Education:** TCJPD needs comprehensive, age-appropriate education of rights and agency policies, continuously available information, and materials that are modified to meet residents' needs.
- **Specialized training for investigators:** Investigators need to be trained on *Miranda and Garrity* rights, conducting training in confinement settings, and other related specialized training.
- **Specialized training for medical and mental health personnel:** Staff members in medical and mental health professions must be trained in detection, response, reporting, preservation of physical evidence, and forensic examinations.

Screening for Risk of Victimization and Abuse

- **Obtaining information from residents:** Staff members obtaining information from residents must collect information on prior victimization/abuse, demographic information including perception of vulnerability and LGBTI status. An objective screening instrument has been developed and is under review.

- Assignments for housing and programs: TCJPD will continue to use sensitivity for residents with LGBTI status and not assign housing/programs based solely on that information. Transgender and intersex residents must be reassessed twice each year to review threats to their safety.

Reporting

- Resident Reporting: Residents must be able to report privately, both verbally and in writing.
- Exhaustion of administrative remedies: Timelines must be created for filing grievances and notifications.
- Resident access to support and legal representation: TCJPD must establish MOU for emotional support services and confidential access to attorneys.
- TCJPD currently has baseline third party reporting; a higher level must be available.

Response following a resident report

- Staff and agency reporting duties: TCJPD must ensure that there is no retaliation against staff.
- Staff first responder duties: In TCJPD's practice, the victim must be separated from the alleged perpetrator and evidence must be preserved and protected. This practice must be reflected in TCJPD's policy as well.
- Coordinated response: TCJPD needs to update its institutional plan to reflect language used in the PREA standards.
- Agency protection against retaliation: Resident victims and abusers must be monitored, emotional support services must be available for those fearing retaliation, TCJPD must offer protection against individual retaliation.

Investigations

- Criminal and administrative investigations: Establish protocol for evidence. **Offer special training for those conducting investigations.**
- Reporting to Residents: Keep residents informed of the status of the investigation and the status of the accused abuser.

Discipline

- TCJPD must strengthen its corrective action policies for contractors and volunteers who have access to youth.
- Assessments must be done to determine whether mental disabilities or illness contributed to the behavior.

Medical and Mental Health Care

- Screenings and History: Currently, if initial assessments indicate prior victimization or perpetration, TCJPD residents have a follow-up meeting with medical or mental health practitioner within 14 days of intake. However, the documentation process for this must be improved. For those over 18, informed consent will be practiced.

- Ongoing medical and mental health care: Mental health evaluations of resident-on-resident abusers will take place within 60 days of learning of incident and treatment will be offered as appropriate.

Data Collection and Review

- Sexual abuse incident reviews will be conducted.
- TCJPD must improve documentation to capture all information that the PREA standards mandate.

These results from TCJPD's self-analysis were consistent with results found through using the self-assessment toolkit *Implementing the Prison Rape Elimination Act: A Toolkit for Juvenile Agencies and Facilities*. To address the gaps identified through both of these self-assessments, establishing policies and procedures within TCJPD that will address all of the standards of PREA is necessary; divisions within TCJPD have begun to work on adapting policies and procedures to meet these needs.

When the National PREA Resource Center announced that grants funds were available, TCJPD established a multidisciplinary workgroup to determine the best allocation of grant funds. The workgroup determined that the grant funds would be most beneficial to the TCJPD if they were used to enhance the abilities of current staff and to educate residents; comprehensive training and education will target the prevention of sexual misconduct. A process of training staff members in a variety of ways (internally, locally, regionally, and nationally) is therefore proposed. Training staff members will be an effective way to sustain growth in their abilities to address PREA standards. A resident education program is also proposed to ensure that TCJPD residents are able to identify potential risks of residing in a facility and to help them learn to address any potential sexual misconduct they may encounter. By using grant funds to enhance the skill set of staff members and invest in the education of resident youth, TCJPD hopes to build the foundation for a sustainable system of training and education that will continue long after grant funds are exhausted.

Goals and Objectives

Travis County Juvenile Probation Department (TCJPD) strives to create an atmosphere of ongoing training, education, and monitoring to ensure that staff members are equipped with the most up to date knowledge, residents are protected from sexual abuse, and TCJPD can address allegations of sexual abuse.

Goal: TCJPD will create a system of internal and external PREA training for staff.

Objective: Select staff members will participate in external PREA trainings.

The project management team, detailed in the following section, will select conferences and workshops that are relevant for TCJPD to educate staff members on preventing, identifying, and addressing sexual misconduct. Working with related divisions, TCJPD's Executive Team will select the staff members for whom each training topic would be the most beneficial based on their position and the relevance of the

training. Selected trainings will be a combination of regional, national, and online workshops to ensure that staff are receiving a diverse base of information.

The Compliance Unit and Training Unit will research available training through nationally recognized institutions such as: The National PREA Resource Center, the National Institute of Corrections, the Juvenile Detention Alternatives Initiative, and other local and national subject experts. TCJPD will also collaborate with local resources, community programs, and free online resources. Once specific topic expected be covered is LGBTI training, since this population disproportionately experiences sexual abuse. Selection of training topics will be contingent on the availability of trainings during the grant year.

Objective: TCJPD will host internal trainings.

TCJPD direct care staff members are required to complete a minimum of forty training hours each year; they also have mandatory monthly trainings. To ensure that employees are receiving the PREA training they need, the Training Unit will incorporate sections related to PREA standards into monthly trainings. Trainers will be staff members as well as experts from the community.

In January 2013, TCJPD will provide a PREA training to staff. This training will introduce them to PREA and discuss how it will impact them directly. TCJPD will also pursue technical assistance through the National PREA Resource Center to provide onsite training. While attendance will be reserved for TCJPD staff, this seminar will also be open to TCJPD's contracted entities.

TCJPD will host an onsite training for it staff as well as staff from contracted entities. This training will ensure that all entities with which TCJPD works and refers youth are up to date on PREA standards and expectations.

Objective: TCJPD will create an online learning system to train and evaluate staff.

Through this grant, TCJPD will purchase software that will allow the department to create an internal system of training. The proposed online learning system will allow staff to participate in web-based training session. Select topics will include periodic pre- and post-testing to evaluate staff members. The proposed catalog of trainings will continuously evolve to ensure that staff members are receiving up to date trainings as the PREA process progresses.

Goal: TCJPD will screen employment candidates.

TCJPD will purchase a screening tool, such as the Diana Screen, assess candidates for employment. This tool will enable TCJPD to identify any potential boundary issues or sexual misconduct to ensure the safety and protection of residents. TCJPD will evaluate the use of this tool to ensure that it is being used in the most effective way.

Goal: TCJPD will create a resident education program.

Objective: Youth receiving services through TCJPD will create an informational video on preventing, identifying, and addressing sexual abuse.

TCJPD's primary purpose in addressing PREA standards is to protect and educate the resident population. In the past, TCJPD youth have successfully created films through a Mobile Film School project. In the proposed project, youth will work with a local agency to create an informational video on sexual abuse. This video will be used for orientation to TCJPD as well as for education throughout involvement with TCJPD. During the planning process of this grant, youth will be selected for participation in making this film. Hired actors will portray youth in this film. Not only will youth involved learn from this experience, but the video will be used as an educational resource for other youth in TCJPD.

Objective: Residents will participate in workshops to receive information related to the prevention of sexual abuse and to create a support system and process for addressing sexual abuse.

In order to engage and educate residents, staff members will conduct workshops so that youth can learn addressing and preventing sexual abuse. Workshops will be interactive to encourage fruitful discussions between residents and staff. The American University Washington College of Law's "End Silence: Youth Speaking Up about Sexual Abuse in Custody" will be used as part of this workshop series. The End Silence series of educational graphic novels offers a variety of options based on age, gender, and sexual orientation. The resident education team identified within TCJPD will host these workshops. External candidates that are experts in subject areas such as victim services and LGBTI concerns will be considered for presentations as well.

The online learning system used for staff will also include modules for youth. The courses will be adapted to be accessible for youth of multiple education levels, Spanish speakers, and those who may have learning disabilities. Select topics will include pre- and post-testing to evaluate youths' progress.

Objective: Residents and their families will receive an informational brochure when they first become involved with TCJPD.

When youth and their families become involved with TCJPD, they will receive a brochure discussing sexual abuse and its identification and prevention. This will provide youth and their families with important information on how to recognize signs of sexual abuse, how to report allegations of sexual abuse, and what to do in the event of sexual misconduct.

Goal: TCJPD will provide mental health services for victimized youth.

While TCJPD does not anticipate the occurrence of sexual misconduct within its facilities, funds are reserved to provide mental health services for any youth that identifies himself/herself as a victim. These services will be provided by a contracted professional that specializes in sexual abuse/trauma.

Goal: Achieve compliance with PREA standards.

Objective: Use the PREA audit tool to measure compliance.

TCJPD anticipates the release of the PREA audit tool that the Department of Justice and National PREA Resource Center are currently developing to monitor progress and expects to use it throughout grant

period. Collaboration with multiple agencies and the self-assessment toolkit have been valuable thus far in identifying gaps in compliance; the audit tool will allow the department to keep track of the successes made in addressing these gaps and the changes that need to be made in order to ensure further progress.

Objective: Hire outside entity for technical assistance and support.

TCJPD will hire technical assistance in the final months of the grant cycle to offer feedback on its policies, procedures, and activities. This will give the department an indication of whether it is successfully making progress toward full PREA compliance. It will allow TCJPD to continue to participate in activities that are working well and make adjustments to activities that have not been as successful. It will also provide TCJPD with an outside perspective regarding the effectiveness of its policies and processes. Technical assistance will also be used to aid TCJPD in its strategic planning.

Project Management

This project will be managed by the Compliance Unit at Travis County Juvenile Probation Department (TCJPD). The Compliance Unit has been instrumental in maintaining up to date knowledge on PREA, organizing interdepartmental meetings to make plans for implementing PREA standards, completing the agency self-assessment, and participating in conferences, webinars, and other trainings (locally, regionally, and nationally). This unit has a clear view of the gaps that TCJPD currently faces in PREA compliance and a plan for addressing the identified gaps.

The multidisciplinary workgroup, identified in the Agency Readiness section, will meet regularly to discuss TCJPD's progress. Workgroup members will review available trainings, the progress of the online learning system, and the progress of the resident education program. They will also discuss the most up to date results from using the PREA Monitoring Tool. By meeting regularly, the workgroup will set internal deadlines to ensure that deliverables are being met according to the proposed timeline (attached).

System of Internal and External Training for Staff

Using the self-assessment results as a guide, the Compliance Unit will work with TCJPD's Executive Team to determine which trainings meet staff needs within each division, which staff members are best qualified to become trainers and facilitators, and which internal trainings need to be hosted to meet the needs of TCJPD. A large part of managing the project timeline will depend on when external trainings are scheduled.

The Compliance Unit will work with the Training Unit to develop the online learning system for staff. The system will be updated as needed to provide new information to staff. Meetings with the multidisciplinary workgroup will allow the project management team to gauge how effective online trainings are for the various divisions of TCJPD and whether modifications need to be made.

Resident Education Program

The Project Management team will work with TCJPD's Executive team and division directors to select a resident education team that will coordinate the resident education program. This team will lead resident workshops and engage outside entities (such as advocates from a rape crisis center) as needed to conduct presentations for residents. They will also determine which youth will participate in creating the informational video with the Media Awareness Project. Employing staff members from multiple divisions of the department in this task will create a comprehensive system of education that will be effective in addressing the needs of all residents.

Screening Tool

The Project Management team will work with Human Resources and the Executive team to implement a screening tool into TCJPD's hiring process. These groups will work together to ensure that the tool is being used effectively.

Mental Health Services for Youth

The Project Management team will work with the Treatment and Counseling unit to ensure that mental health services are available for any youth that identifies himself/herself as a victim. While TCJPD does not anticipate that sexual misconduct will occur on the premises, these services are included as a safeguard.

Monitoring

TCJPD's Compliance Unit will use the PREA audit tool to regularly measure compliance and monitor progress towards full compliance. This progress will be reported during workgroup meetings. The Executive Team will determine who is selected to provide technical assistance to TCJPD. The Compliance Unit will work with the technical assistance provider to ensure that a thorough review of TCJPD's policies and procedures is conducted.

Project Outcomes

System of Internal and External Training for Staff

Staff members who complete trainings through TCJPD's proposed online learning system will be evaluated on select topics through an online assessment on the related material. This will allow TCJPD to gauge the effectiveness of its online learning system. Staff will be expected to receive a minimum of 80% in their assessment. This will not only give TCJPD a measure of each employee's success, but it will provide an idea of how effective the training is.

Part of TCJPD's success in training will be determined by the percentage of staff trained; TCJPD anticipates that 100% of direct care staff members within its three facilities will receive comprehensive training during the 12 months of this project.

TCJPD will send up to ten staff members to a variety of trainings during the course of this grant. Trainings will be selected during the planning phase of this grant based on relevancy and availability.

TCJPD expects that representatives from multiple divisions impacted by PREA standards will participate in external trainings. Success will be determined by whether staff from all TCJPD facilities benefit from external trainings, either through participation in an external training or via an internal training led by a trainer who attended external trainings.

Resident Education Program

TCJPD anticipates that 100% of residents in facilities will receive educational materials on PREA related matters through this project. Educational brochures about identifying, preventing, and addressing sexual abuse will be available for residents and their families.

100% of TCJPD residents will receive orientation training. Due to short lengths of stay, residents of Detention Services may not be with TCJPD long enough to attend a workshop. 100% of residents in the Intermediate Sanctions Center (ISC) and the Boys' Halfway House will participate in the resident education program.

Screening Tool

TCJPD anticipates that 100% of new hires will be screened using the screening tool purchased through this grant.

Monitoring

The PREA audit tool will help TCJPD in measuring success of the program. This tool will be used throughout the course of PREA implementation to gauge the success of the department in training staff, implementing PREA compliant policies, and educating residents. This tool will allow TCJPD to consistently monitor progress and serve as a benchmark from a PREA perspective. The technical assistance hired towards the end of the 12 month program will allow TCJPD reviews of their policies and strategic planning. TCJPD expects to identify the appropriate entity to provide technical assistance by the sixth month of the grant year.

Knowledge Sharing

Since PREA is new and constantly evolving, knowledge sharing is critical to ensure that all appropriate institutions are progressing toward meeting full PREA compliance. TCJPD's plan includes knowledge sharing with its contracted entities to ensure that everyone that works with TCJPD residents is well trained.

TCJPD will host an onsite training for employees and contracted entities. Several TCJPD employees will attend this training, but it will be open to staff from contracted entities as well. TCJPD expects this to be a good opportunity for local organizations to collaboratively learn about PREA related matters to protect youth. Including TCJPD's contracted entities will ensure that all organizations with whom TCJPD youth are affiliated will have the knowledge needed to promote the youths' safety.

TCJPD employees may also present at statewide professional trainings about the progress that the department is making toward full PREA compliance. Since TCJPD is accredited by the American Correctional Association (ACA), it has been compliant with PREA related standards since 2004. TCJPD is beyond the initial stage of achieving PREA compliance, which could be helpful to other organizations as they begin this process.

Additionally, TCJPD will serve as a resource for external organizations that are navigating the path toward PREA compliance. External organizations will be encouraged to contact TCJPD staff to learn what the department has done towards obtaining full PREA compliance, their successes, and the challenges associated with the process. Thanks to the network that TCJPD has already built with other local juvenile facilities, much knowledge sharing between agencies currently occurs. While TCJPD cannot advise other organizations on what specific steps are best taken, sharing the process the department has experienced will be helpful to agencies working toward full compliance with PREA. Successes that TCJPD has had may be replicated, or modified, to meet another organization's needs and challenges can be approached in a manner appropriate to the organization's abilities.

Program Sustainability

Through the proposed project, TCJPD staff members will participate in a wide variety of PREA-related trainings. In the process, the skill set of employees in divisions impacted by PREA standards will be enhanced. Enhancing the abilities of employees within the department to address issues pertaining to PREA is a sustainable way to ensure that progress made through this grant funding will continue beyond the project period of the grant. Rather than having only one PREA expert, or one department serve as PREA experts, TCJPD's goal is that all staff will be trained extensively to address the safety of TCJPD youth and ensure their emotional, physical, spiritual, and sexual safety.

Challenges to this sustainability are that external trainings may not be as accessible beyond the year of grant funding depending on available funds. While the train-the-trainer approach will enable TCJPD to most efficiently disseminate current PREA knowledge throughout the department, PREA is likely to continue evolving and attendance at out of state trainings in the future is not assured. To address this challenge, TCJPD will seek local, state, and federal funding once grant funds are exhausted to continue these important staff trainings.

This grant funding will put TCJPD on the right track. After it is exhausted, the internal system of training that TCJPD plans to implement will allow it to continue to benefit from online trainings. Online trainings and webinars will continue to be posted to TCJPD's internal online learning system for staff use. In the past six months, many PREA trainings have been available at no cost through online webinars. If this trend continues, TCJPD employees will still be able to receive training on PREA related issues though they may not attend out of state conferences. They will also continue to use archived webinars and other free resources from the National PREA Resource Center. Additionally, TCJPD will benefit from the number of staff trainers that will be trained through grant funding that will serve as internal subject matter experts.

As mentioned in the Agency Readiness section, TCJPD has included a video monitoring system in its Fiscal Year 2013 budget. This system will be implemented in 2013, allowing TCJPD to monitor staff, residents, and service providers. Additionally, TCJPD will seek internal funding to continue the use of a screening tool to assess potential new hires.

While challenges are inevitable following the exhaustion of grant funds, TCJPD is confident that it will be able to continue to comply with PREA standards. Given the strengths of the department and its commitment to excellence, TCJPD is determined to exceed PREA standards. Its proven ability to meet and maintain state standards, as well as the optional yet stringent ACA Accreditation prove that TCJPD will sustain the gains made through this grant after the grant period expires.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Planning: Conduct research and organize resources to prepare for the implementation of activities	x	x	x									
Project management team will identify which trainings will be attended and which staff members will attend them			x									
Train the Trainer: Trainers will attend conferences and workshops				x	x	x	x	x				
Trainers will train staff on information learned from participation in trainings										x	x	x
Direct care staff will complete trainings through online learning system				x	x	x	x	x	x	x	x	x
Direct care staff will participate in internal trainings				x	x	x	x	x	x	x	x	x
TCJPD will host trainings on site led by external experts.												
Interdisciplinary team to coordinate resident education program will be identified			x									
TCJPD youth will create an informational video on preventing, identifying, and addressing sexual abuse			x	x	x	x	x	x	x	x	x	x
Youth video will be complete												x
TCJPD residents will participate in interactive workshops				x	x	x	x	x	x	x	x	x
Residents will receive an informational brochure on sexual abuse			x	x	x	x	x	x	x	x	x	x
PREA Monitoring Tool will be used to measure progress	x	x	x	x	x	x	x	x	x	x	x	x
Technical assistance will be hired to provide feedback on policies and procedures									x	x	x	x
Screening tool will be used to assess employment candidates			x	x	x	x	x	x	x	x	x	x

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Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Position 1, No personnel requested		
Position 2		
Position 3		
Position 4		
Position 5		
Position 6		
SUB-TOTAL		\$0.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
Fringe benefit 1, each benefit entry is limited to one line		
Fringe benefit 2		
Fringe benefit 3		
Fringe benefit 4		
Fringe benefit 5		
SUB-TOTAL		\$0.00
Total Personnel & Fringe Benefits		\$0.00

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
PREA training	To be determined	Meals	\$71/day @ 3 days/10 staff	\$2,130.00
PREA training	To be determined	Lodging	\$200/day @3 days/10 staff	\$6,000.00
PREA training	To be determined	Airfare	\$500 a ticket for 10 staff	\$5,000.00
PREA training	To be determined	Ground Transportation	4 cars@ \$300 3 days/4 trips	\$1,200.00
PREA training	To be determined	Seminar Costs	10 staff @ \$650	\$6,500.00
Travel entry 6				
Travel entry 7				
TOTAL				<u>\$20,830.00</u>

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
No equipment requested		
equipment entry 2		
equipment entry 3		
equipment entry 4		
equipment entry 5		
TOTAL		<u>\$0.00</u>

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Communication supplies	Printing informational brochures	\$1,500.00
Training Materials	Trainer materials for staff	\$1,588.00
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		
TOTAL		\$3,088.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
four lines per entry, use boxes below or an additional page for more space if required		
TOTAL		\$0.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
To be determined	Funding is requested for TCJPD to hire technical assistance to provide an evaluation of TC JPD's policies and	\$150/hour for 230 hours	\$34,500.00
Supply item 1, one line per entry			
Supply item 1, one line per entry			
<i>Subtotal</i>			\$34,500.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Consultant expense entry 1, one line per	maximum of three lines		
	maximum of three lines		
Consultant expense entry 1, one line per	maximum of three lines		
<i>Subtotal</i>			\$0.00

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost	
Mental Health Services for TCJPD youth in the event that they experience sexual abuse while in the facility.	\$4,500.00	
Funding for a local agency to work with TCJPD youth to create an informational video on preventing, identifying, and addressing sexual abuse. Funds are budgeted for two months of planning and ten months of programming.	\$13,500.00	
<i>Subtotal</i>		\$18,000.00
TOTAL		\$52,500.00

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
To be determine: TCJPD to host PREA on-site training(s) for staff members and community members. The trainer for this training will be selected during the planning phase of this grant. +	Trainer travel, lodging, and meals, Participant registrations	\$10,000.00
Interpreter services: PREA education for Spanish Speaking youth, families, and community members involved in the program.	\$120 hour for 12 sessions.	\$1,440.00
Software to create an online learning system for staff members and residents, including education and evaluation. This software will allow for program sustainability after grant funding has been exhausted. +	4 licenses @ \$1,398	\$5,592.00
Staff screening services	unlimited screening services for one year	\$6,000.00
Services for PREA educational materials to be interpreted for youth with hearing impairments.		\$550.00
TOTAL		\$23,582.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
No indirect cost requested		
TOTAL		\$0.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$20,830.00
D. Equipment	\$0.00
E. Supplies	\$3,088.00
F. Construction	\$0.00
G. Consultants/Contracts	\$52,500.00
H. Other	\$23,582.00
Total Direct Costs	\$100,000.00
I. Indirect Costs	\$0.00
TOTAL PROJECT COSTS	\$100,000.00

Federal Request _____

Non-Federal Amount _____

**Travis County Juvenile Probation Department
A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards
Budget Narrative**

A. Personnel

No personnel costs are requested.

B. Fringe Benefits

No fringe benefits are associated with this grant proposal.

C. Travel

\$20,830 is requested to send TCJPD staff members to regional and national conferences. Up to ten staff members will attend conferences; the selection of staff members and trainings is contingent upon the availability of conferences concerning topics that are relevant to TCJPD's needs. Funds are budgeted for conference costs, airfare, ground transportation, lodging, and meals.

D. Equipment

No equipment is requested.

E. Supplies

\$3,088 is budgeted for supplies related to this program. Communication supplies are requested to print an informational brochure for residents and their families to make them aware of the potential risks associated with residing in a juvenile facility. Funding for training materials, such as videos and printed materials, is requested for staff members to deliver internal training via the train-the-trainer method.

F. Construction

No construction funding is requested.

G. Consultants/Contracts

\$34,500 is requested for TCJPD to hire technical assistance to provide an evaluation of TCJPD's policies and procedures and to assist TCJPD with strategic planning. This technical assistance will be hired towards the end of the grant cycle to provide an outside perspective on the effectiveness of TCJPD's policies and procedures.

While TCJPD does not anticipate sexual misconduct to occur within the facility, \$4,500 is requested to make mental health services available for youth for any individual that identifies himself/herself as a victim. These services will be conducted by a contracted provider that specializes in the area of sexual abuse/trauma.

\$13,500 is budgeted for TCJPD youth to work with a local agency, such as the Media Awareness Project, to create an informational video on preventing, identifying, and addressing sexual abuse. Funds are budgeted for two months of planning and ten months of programming.

H. Other Costs

\$10,000 is budgeted for TCJPD to host PREA onsite training(s) for staff members and contracted entities. The trainer for this training will be selected during the planning phase of this grant. \$1,440 is budgeted for interpretive services for Spanish speaking youth, families, and community members involved with TCJPD's training program.

\$5,592 is budgeted for four licenses for software, such as Articulate Studio software, to create an online learning system for staff members and residents, including education and evaluation. This software will allow for program sustainability after grant funding has been exhausted.

\$6,000 is budgeted for a staff screening tool. A screening tool, such as the Diana Screen, will make TCJPD aware of any potential boundary issues or sexual misconduct among employment candidates.

\$550 is budgeted for interpretation of PREA educational materials for youth with hearing impairments by an organization such as Communication at Hand.

I. Indirect Costs

No indirect costs are requested through this grant.

NATIONAL
PREA
RESOURCE
CENTER

Competitive Grant Announcement to Establish "Zero Tolerance" Cultures for Sexual Abuse in Local Adult and Juvenile Detention Facilities

Eligibility and Requirements

Eligibility for these awards is limited to city, county, or tribal agencies that operate jails, lockups, and/or juvenile detention facilities. The intent of this solicitation is to provide resources to these agencies to meet the requirements of the Prison Rape Elimination Act (PREA) standards. These awards will be distributed among agencies of all sizes. Agencies that operate small (less than 100 beds) or medium (less than 500 beds) facilities are strongly encouraged to apply.

Those city, county, or tribal agencies that successfully partnered with their state agency and were awarded funds from the Bureau of Justice Assistance (BJA) under the PREA *Demonstration Projects to Establish "Zero Tolerance" Cultures for Sexual Assault in Local Adult and Juvenile Correctional Facilities* under BJA solicitation BJA-2012-3161 are ineligible to receive additional funding from this solicitation.

Locally and tribally operated adult jails and juvenile detention facilities are encouraged to complete and submit the agency self-assessment included in the facility-appropriate toolkit, which can be found online at the [PREA Resource Center](#), or to provide documentation from a similar assessment analysis. Locally and tribally operated lockups are not required to complete a formal self-assessment, but are encouraged to undertake analysis of status toward PREA standards implementation as part of the application process.

Note: For purposes of this solicitation, the term "inmate" represents any facility-specific parallel term, such as detainee, resident, or arrestee. In addition, a "juvenile detention facility" is defined as a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system.

Pre-Application Web Conference

The National PREA Resource Center will host a web conference on Tuesday, December 4, 2012 (1:00 – 2:30 pm EST), to review this solicitation and the requirements for applications. Interested agencies may sign up for the web

conference [here](#). The web conference will be recorded and archived on the Resource Center's grant application web page within 5 business days.

Allowable Uses of Funds

Proposed uses of funds from this solicitation are limited to activities and staff that support the implementation and sustainability of the PREA standards. Cameras and other electronic monitoring systems are not allowable uses of these funds. Examples of allowable uses of funds include the following:

Leadership, Organizational Culture, and Performance

- Examine extent to which the organizational culture, including leadership and staff/inmate communications, contributes to incidence of sexual abuse. Plan and implement strategies to improve leadership, organizational culture, and performance through policy development, accreditation enhancement activities, training, and other strategies (applicants are strongly encouraged to examine the extensive and cutting-edge resources of the National Institute of Corrections [NIC]).
- Review current staffing levels and patterns with regard to the make-up of the inmate population and the physical layout of the facility to ensure PREA compliance, creating an implementation or corrective action plan as necessary.
- Support staff positions and develop a sustainability plan to maintain staff after federal funding expires. Staffing support examples could include hiring these types of individuals: PREA Coordinator, additional officers (supervision staff), investigators, and medical and mental health practitioners.

Policy and Practice Review, Revision, and Implementation

- Develop and implement or review and revise current policies, procedures, protocols, contracts, training materials, and written materials that are provided to staff to ensure compliance with PREA standards and best practices. These may include the following:
 - » Cross-gender viewing and searches;
 - » Accommodations for inmates with disabilities and inmates who are limited English proficient;
 - » Hiring, termination, and promotion decisions;
 - » Protocols addressing inmate education and reporting;
 - » Sexual assault investigation protocols;

- » Evidence and forensic medical examination protocols;
 - » Medical and mental health screenings and treatment;
 - » Protective custody placement;
 - » Employee/volunteer/contractor training; and
 - » Staff and inmate disciplinary sanctions.
- Develop or review and revise policies/protocols on the use of assessments or classification instruments to screen for risk of sexual victimization and abusiveness, including protocols for reassessing inmate risk level, and use of these assessments to inform housing assignments and supervision.
 - Develop or review and revise partnerships between local juvenile and adult facilities to implement PREA standards and support the safety of youthful inmates or detainees.

Inmate Education

- Develop or review and revise and institute offender education programming to promote sexual abuse awareness, sexual abuse reporting mechanisms, victim services, and relevant facility policies and procedures (inmate education programming should be responsive to gender/sexual orientation differences).
- Develop or review and revise written educational materials that are provided to inmates on reporting protocols, investigation protocols, evidence and forensic medical examination protocols, medical and mental health screenings and treatment availability, and victim support services.

Victim Support Services

Under the PREA standards, agencies are expected to prevent and address incidents of sexual assault, including the provision of comprehensive treatment and support for inmates who are sexually assaulted while in custody. Agencies are encouraged to use funds available under this solicitation to develop or enhance comprehensive policies, protocols, and practices for victim support services, which may include one or more of the following:

- Develop first-response protocols that detail how to provide victims with a coordinated, victim-centered response while simultaneously managing the investigation.

- Develop and implement or review and revise sustainable provision of medical treatment to ensure victim access to comprehensive and supportive sexual assault forensic medical exams and follow-up medical care.
- Leverage community-based resources and develop relationships with rape crisis centers, and for juvenile facilities, child advocacy centers.
- Establish or develop a formal relationship with the local community's Sexual Assault Response Team (SART).
- Contract with outside community-based organizations or service providers for counseling activities and assistance to facilities to address sexual victimization that occurs in confinement.
- Provide support services to protect vulnerable populations and victims, limiting the use of protective custody. Funding could be used to replicate or test policies or alternative programs that aim to protect this population without relying on long-term segregation.
- Provide support to victims through community-based sexual assault advocates or specially trained staff.
- Initiate partnerships with prosecutors and other involved agencies to more effectively bring cases forward for successful prosecution of abusers.
- Establish a hotline to an external agency for inmates to report incidents of sexual abuse.

Data Collection and Performance Measurement

PREA activities and standards implementation will require the continued accumulation and reporting of data reflecting levels of sexual abuse in various settings. As a result, funds can be used for the following data collection activities:

- Develop and implement data collection, analysis, and reporting strategies.
- Build, integrate, and/or enhance data systems, and publish data to further promote best practices.
- Participate in systemwide data-collection efforts such as the Council of Juvenile Correctional Administration's Performance-Based Measures System.

Priority Considerations

Proposed projects must focus on furthering the intent of PREA in local adult and juvenile correction and detention facilities. Awards will intentionally distribute the funds among a broad array of agency types, sizes, and geographic locations. Priority consideration will be given to the following:

- Applications that are accompanied by a completed PREA Implementation Self-Assessment as found in the PREA Implementation Toolkit (jails or juvenile detention) or similar self-assessment analysis and that link the requested funding to activities that address the gaps identified through the self-assessment.
- Applications that include collaboration between multiple eligible agencies, or between an eligible agency(s) and a community partner(s) (rape crisis center, prosecutors, medical and mental health care providers) needed to support PREA implementation.
- Applications that include clear sustainability of staffing and activities after the award expires.

Awards

Awards under this program may be made for up to \$100,000 for a 12-month period. Awards are limited to \$100,000 for each eligible entity. Collaborative or consortium applications are encouraged. These applications must have one lead agency that will receive the funding. A collaborative or consortium application may be awarded the total cumulative dollar amount of the award limit for each eligible entity, up to a maximum of \$300,000 (example: a collaborative application from a juvenile detention facility, a police agency that runs an adult lockup, and a rape crisis center includes two eligible entities, and may be awarded up to \$200,000).

Agencies that receive funding under this award will be required to submit quarterly reports describing progress made on project activities, as well as fiscal documentation supporting grant expenditures for reimbursement.

Application Process and Deadline

Applications must be completed and submitted online by midnight Pacific Time on January 15, 2013.

It is the applicant's responsibility to ensure that its application is complete and submitted by the deadline. Once the submission deadline has passed, all submissions will be considered final. In order to be considered for funding, applications must be submitted by the deadline, meet the eligibility criteria, and respond to all the questions in the online application.

Note: All length guidance below represents maximums. Submissions shorter than the cited length are appropriate.

The online application includes the following:

Project narrative. Applicants must provide a response to the following questions in the space allotted in the online application. Collaborative or consortium applications must include requested information from each of the participating agencies.

1. **Executive summary (1 page/3,000 characters).** A short narrative description of the overall project for which funding is requested, including how various discrete activities fit together to build and strengthen PREA standards implementation, and how the activities and knowledge gained will be sustained.
2. **Agency profile (1 page/3,000 characters).** List all facilities operated by the agency including size, type, and average daily population of each facility, and whether each facility is included in the proposed activities. For collaborative applications, include profile information for all eligible agencies involved in the application.
3. **Agency readiness (2 pages/6,000 characters).** Describe the agency's commitment and readiness to implement the PREA standards; and any available sexual abuse data based on Bureau of Justice Statistics surveys or other available data that suggest past incidents of sexual abuse within the relevant agency, facility, or facilities. For collaborative applications, describe readiness and available data for all eligible agencies involved in the application.
4. **Agency self-assessment (3 pages/9,000 characters).** Describe the current gaps in compliance with PREA standards as identified by the agency or consortium agencies. Include a description of the self-analysis process that was used to identify these gaps. Attach a copy of the completed self-assessment tool for each eligible agency, if one was used (attachments are not considered part of the page limit).
5. **Goals and objectives (3 pages/9,000 characters).** Identify the goals and objectives of the proposed project; provide details about the specific tasks and activities that would be necessary to accomplish each goal and objective. Include the name of each agency, organization, or independent consultant that will provide specific services or work products to achieve these goals and objectives. Include the title of any new position(s) that will be created to staff the project and identify the agency where the new staff person will work, describing the position duties and responsibilities. *Please note that project funding is limited to a 12-month period.*

6. *Project management (2 pages/6,000 characters)*. Describe how the project will be managed, and how timelines and deliverables will be met. Include a description of the person or team responsible for project management.
7. *Project outcomes (1 page/3,000 characters)*. Describe how success will be determined and measured.
8. *Knowledge sharing (1 page/3,000 characters)*. Describe how the success of your project can be shared with other locally and tribally run adult and juvenile detention facilities to establish a culture of "zero tolerance" and support implementation of the PREA standards.
9. *Program sustainability (1 page/3,000 characters)*. Describe any challenges you anticipate in sustaining the program beyond the grant funding.

Document attachments. Complete application will include two or more document attachments. Required document attachments are noted below and in the online application.

1. *Project timeline (required)*. Applicants should submit a timeline or milestone chart encompassing the entire project period that indicates objectives and major tasks, assigns responsibility for each, and includes completion dates of each task for the duration of the award, using "Month 1, Month 2," etc., not calendar dates. The project timeline submission will be rated on the following criteria:
 - The extent to which the timeline is complete and reasonable given the activities described.
 - The extent to which all activities can be reasonably completed within the grant period and with the resources allocated.
2. *Budget Detail Worksheet and Budget Narrative (required)*. Applicants are expected to use a format consistent with the Department of Justice's Budget Detail Worksheet. A sample can be viewed [here](#).
 - a. The Budget Detail Worksheet should provide the detailed computation for each budget line item, listing the total cost of each and showing how the applicant calculated it. For example, costs for personnel should show the annual salary rate and the percentage of time devoted to the project for each employee paid with grant funds. The Budget Detail Worksheet should present a complete itemization of all proposed costs. There should be a clear link between the activities proposed and the items included in the budget.
 - b. The Budget Narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. The narrative should correspond with the information and figures provided

in the Budget Detail Worksheet. The narrative should also explain how all costs were estimated and how they are relevant to the completion of the proposed project. The budget narrative can be incorporated into the budget detail document, or be a separate document.

3. *Indirect Cost Rate Agreement (if applicable)*. If the agency is requesting indirect costs for this project, a copy of the **current**, signed, federally approved Indirect Cost Rate Negotiated Agreement must be included. Indirect costs will not be allowed absent a **current**, signed, federally approved Indirect Cost Rate Negotiated Agreement.
4. *Completed agency self-assessment tool (if applicable)*. Applicants are encouraged to complete and attach the applicable PREA Implementation Self-Assessment as found in the PREA Implementation Toolkit (jails or juvenile detention) or similar self-assessment analysis.
5. *Letters of commitment (required for collaborative/consortium applications; optional for individual agency applications)*. Collaborative/consortium applications must include letters of commitment from all eligible agencies involved in the project.
6. *Other documents (optional)*. Uploaded files must be clearly named so as to indicate the applicant and the file contents. These documents may include letters of support, resumes, and job descriptions for unfilled positions, etc.

Questions

Questions about any aspect of the solicitation must be submitted via email to Deirdre O'Connor.

All questions regarding the solicitation must be submitted by 5:00 p.m. EST on December 17, 2012. All questions that have been submitted in writing prior to the deadline will be answered in writing and posted to the PREA Resource Center webpage no later than January 4, 2013.



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input 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:	Juvenile Probation	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	512-854-7046	

Grant Title:	Travis County Juvenile Treatment Drug Court- SAMHSA/CSAT		
Grant Period:	From: <input type="text" value="Sep 30, 2013"/>	To: <input type="text" value="Sep 29, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Substance Abuse and Mental Health Services Administration (SAMHSA)/ Center for Substance Abuse Treatment (CSAT)		
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 type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 196,049	\$ 0	\$ 0	\$ 0	\$ 196,049
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 3,921	\$ 0	\$ 0	\$ 0	\$ 3,921
Totals:	\$ 199,970	\$ 0	\$ 0	\$ 0	\$ 199,970
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of juveniles in substance abuse treatment	329	479	493	508
2.	Number of SUS administered that indicated need for CASI	572	716	737	760
3.	Number of CASI's administered	796	720	745	775
4.	Number of Drug Court Screenings	91	89	92	94
5.	Number of participants in Drug Court	74	82	88	90
6.	Percentage of Drug Court participants mandated to TJJD	0	0	0	0
7.	Percentage of SUS administered that indicated a need for a CASI	55%	55%	55%	55%
+ - Measures for the Grant					
1.	Number of juveniles in substance abuse treatment	329	479	493	508
	Outcome Impact Description	Increase the number of youth that have access to substance abuse treatment. Actual numbers are provided for FY11 and FY12. *Numbers for juveniles in drug treatment in FY 11 are substantially lower than FY 12 numbers for several reasons. In FY11, Day Enrichment Program did not operate as a treatment facility and therefore is not included in the FY11 Actual Total. In FY 11, due to the way data was stored, we were unable to capture juveniles in Substance Abuse ISC if they had a subsequent, continuous stay in the Behavioral component of ISC.			
2.	Number of SUS administered that indicated need for CASI	572	716	737	760
	Outcome Impact Description	Identify youth that are referred to the department that are in need of further assessments for treatment. Actual numbers are provided for FY11 and FY12.			
3.	Number of participants in Drug Court	74	82	88	90
	Outcome Impact Description	Increase the number of drug court participants receiving substance abuse services in order to reduce recidivism, provide community protection, and improve juvenile accountability. Actual numbers are provided for FY11 and FY12.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of the year four contract of a four year grant with the Substance Abuse and Mental Health Services Administration (SAMSHA), Center for Substance Abuse Treatment (CSAT). Funding will allow the department to continue to enhance the capacity of the department's existing drug court to serve substance-abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program model. The Strategies in Practice Model has been used to implement and operate juvenile drug courts and the Reclaiming Futures Model has been effective in combining community system reforms, substance abuse treatment improvement, and community engagement to help youth break the cycle of drugs and crime.

Funds for this grant total \$199,970, and will provide resources for additional substance abuse treatment resources for youth served by the program and related training for program staff. The department has also received a related grant for a four year period from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for two FTE to support the program.

There is no cash match required for this grant. This is the final year of the grant program, and the department has indicated that Travis County funding may be needed in future to maintain investment in the Juvenile Treatment Drug Court.

PBO recommends approval of the 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?

The purpose of this program is to enhance the capacity of existing drug courts to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. This is a four year project and future project dollars will be commensurate with the current amount. TCJPD is applying for continuation funding for the 4th year of this grant which will begin on 9/30/13.

There are two funding streams under one umbrella of the Substance Abuse and Mental Health Services Administration (SAMHSA). In 2007, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) entered into a partnership with SAMHSA, Center for Substance Abuse Treatment (CSAT) to implement the Juvenile Drug Court/Reclaiming Futures Program.

With the combined funds of CSAT and OJJDP, services to Juvenile Treatment Drug Court (JTDC) participants are increased in the Department's Day Enrichment Program and enhance it to effectively serve youth with co-occurring disorders while increasing capacity in community based programs.

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

This is the final year of a 4-year project; at the end of this grant Travis County will have the opportunity to invest in this program.

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 match required

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

A 2% indirect cost has been charged to this grant.

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.

No. The Department intends to request subsequent year continuation funding for Drug Court through proposals submitted to the Federal and State Government, as well as private foundations. As previously presented to the court, the County will have the opportunity to consider investment in the Juvenile Treatment Drug Court.

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.

The Drug Court Program will be able to increase the number of youth participating. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TJJ.



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: Aerin Toussaint, PBO
Budget Analyst

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

THROUGH: Maya Duff
Maya Duff
Grant Coordinator

SUBJECT: Travis County Juvenile Treatment Drug Court -Substance Abuse and Mental Health Services Administration (SAMSHA) and the Center for Substance Abuse (CSAT)

DATE: December 19, 2012

The Travis County Juvenile Probation Department is submitting a continuation application to SAMHSA for the 4th and final year of the Juvenile Treatment Drug Court project. The purpose of this program is to enhance the capacity of the existing drug court to serve substance abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. The grant total for this final year of a four year grant is \$199,970.

We are asking for your review of this packet and permission to place the item on Commissioners' Court agenda for approve on **January 8, 2013**. Please contact Maya Duff at 4-7046 for further information. Thank you in advance for your attention to this request.

CC: Jim Connolly
Patty Lennon
Barbara Swift
Britt Canary
Gail Penney-Chapmond
Kathy Smith
Lisa Eichelberger
Sylvia Mendoza
Michael Williams
Grant File

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Grant Application Package

Opportunity Title:	SAMHSA 2013 Continuations
Offering Agency:	Substance Abuse & Mental Health Services Adminis.
CFDA Number:	93.243
CFDA Description:	Substance Abuse and Mental Health Services Projects of
Opportunity Number:	SAMHSACONT13-02
Competition ID:	CFDA93243
Opportunity Open Date:	11/29/2012
Opportunity Close Date:	01/11/2013
Agency Contact:	Kathleen Sample Grants Management Officer E-mail: kathleen.sample@samhsa.hhs.gov Phone: 240-276-1407

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* **Application Filing Name:**

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Application for Federal Assistance (SF-424)
Project/Performance Site Location(s)
Project Narrative Attachment Form
HHS Checklist (08-2007)
Disclosure of Lobbying Activities (SF-LLL)
Budget Narrative Attachment Form
Budget Information for Non-Construction Program

Optional Documents

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Faith Based EEO Survey
Other Attachments Form

Instructions

- 1** Enter a name for the application in the Application Filing Name field.
 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.

- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.
 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

- 3** Click the "Save & Submit" button to submit your application to Grants.gov.
 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

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Application for Federal Assistance SF-424		
<p>* 1. Type of Submission:</p> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<p>* 2. Type of Application:</p> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	<p>* If Revision, select appropriate letter(s):</p> <input type="text"/> <p>* Other (Specify):</p> <input type="text"/>
<p>* 3. Date Received:</p> <input type="text" value="Completed by Grants.gov upon submission."/>	<p>4. Applicant Identifier:</p> <input type="text"/>	
<p>5a. Federal Entity Identifier:</p> <input type="text"/>	<p>5b. Federal Award Identifier:</p> <input type="text" value="5H79TI020920-02"/>	
<p>State Use Only:</p>		
<p>6. Date Received by State:</p> <input type="text"/>	<p>7. State Application Identifier:</p> <input type="text"/>	
<p>8. APPLICANT INFORMATION:</p>		
<p>* a. Legal Name: <input type="text" value="Travis County"/></p>		
<p>* b. Employer/Taxpayer Identification Number (EIN/TIN):</p> <input type="text" value="74-6000192"/>	<p>* c. Organizational DUNS:</p> <input type="text" value="0309088420000"/>	
<p>d. Address:</p>		
<p>* Street1:</p> <input type="text" value="2515 South Congress Avenue"/>	<p>Street2:</p> <input type="text"/>	
<p>* City:</p> <input type="text" value="Austin"/>	<p>County/Parish:</p> <input type="text"/>	
<p>* State:</p> <input type="text" value="TX: Texas"/>	<p>Province:</p> <input type="text"/>	
<p>* Country:</p> <input type="text" value="USA: UNITED STATES"/>	<p>* Zip / Postal Code:</p> <input type="text" value="78704-5513"/>	
<p>e. Organizational Unit:</p>		
<p>Department Name:</p> <input type="text" value="Juvenile Probation"/>	<p>Division Name:</p> <input type="text" value="Special Services"/>	
<p>f. Name and contact information of person to be contacted on matters involving this application:</p>		
<p>Prefix:</p> <input type="text" value="Ms."/>	<p>* First Name:</p> <input type="text" value="Estela"/>	
<p>Middle Name:</p> <input type="text" value="P."/>	<p>* Last Name:</p> <input type="text" value="Medina"/>	
<p>Suffix:</p> <input type="text"/>	<p>Title:</p> <input type="text" value="Chief Juvenile Probation Officer"/>	
<p>Organizational Affiliation:</p> <input type="text"/>		
<p>* Telephone Number:</p> <input type="text" value="512-854-7069"/>	<p>Fax Number:</p> <input type="text" value="512-854-7101"/>	
<p>* Email:</p> <input type="text" value="estela.medina@co.travis.tx.us"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Substance Abuse & Mental Health Services Adminis.

11. Catalog of Federal Domestic Assistance Number:

93.243

CFDA Title:

Substance Abuse and Mental Health Services_Projects of Regional and National Significance

*** 12. Funding Opportunity Number:**

SAMHSACONT13-02

*** Title:**

SAMHSA 2013 Continuations

13. Competition Identification Number:

CFDA93243

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Areas Affected by Project.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Travis County Juvenile Treatment Drug Court

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="199,970.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="199,970.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Project/Performance Site Location(s)

Project/Performance Site Primary Location I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location 1 I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Additional Location(s)

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

To add more Project Narrative File attachments, please use the attachment buttons below.

Project Progress Report

I. Description and explanation of changes, if any, made during this budget period affecting the following: This site is currently meeting the proposed goals and objectives that were proposed with changes that were authorized in personnel by the grantor.

B. Projected time line for project implementation

Anticipated Timeframe	Activity	Completion Date	Person Responsible
2013	4th year of project begins	September	N/A
	Services and interventions	Ongoing	Project Director & Juvenile Drug Court Team
September October November December	Staff training	Ongoing	Project Director & Clinical Supervisor
2014 January February March April May June July August	Weekly Drug Court Staffings & Court Hearings	Wednesdays	Juvenile Drug Court Team
	Administration of the GAIN assessment tool	Ongoing	Specialized Services Division Clinical Staff
	Administration of the GPRA tool	Ongoing	Project Director & Juvenile Probation Officers and Assistants
	Data collection and management	Ongoing	Project Director, Clinical Supervisor & Research Unit
	Webinars, Conference Calls, Meetings, Modules, Rapid Cycle Testing, Training	Ongoing	Fellows: Judicial, Project Director, Treatment, Juvenile Justice, & Community Engagement, Drug Court Team
	Juvenile Drug Court Graduation	TBA	Project Director & Juvenile Drug Court Participants
	Submit Quarterly & Annual Performance Reports	Ongoing	Juvenile Drug Court Project Director
	Administration of the GAIN and GPRA follow-up tool	90 days after previous assessment	Specialized Services Division Clinical Staff, Project Director & Juvenile Probation Officers and Assistants
	Evaluation of the Juvenile Drug Court	Ongoing	Research Unit

C. Approach and strategies proposed in the initially approved and funded application. This site has stayed consistent with the approach and strategies that we proposed in our initially funded application.

II. Report on progress relative to approved objectives, including progress on evaluation activities.

This site has attended training in order to implement the objectives and received approval to hire staff to assist in order to meet grant expectations. The Travis County Juvenile

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Probation Department's Research Unit and the Project Director and Clinical Supervisor oversees the plan for the collection, management, analysis, interpretation and reporting of data as required. The Research Unit analyzes and tracks all data and information on each juvenile that is referred to the Department. Data obtained from administering the GAIN assessment and GPRA tool will be interpreted by the research unit to assist our department in identifying the needs of the population that we serve once the data is analyzed.

III. Summary of key program accomplishments to date and list progress

CSAT/SAMHSA

The following is a list of activities that this site has completed during this reporting period to implement the GAIN:

- This site conducts GAIN I interviews on drug court participants at entry level of the program and conducts GAIN M-90 follow up interviews at 3 months, 6 months, 9 months and 12 months. This site also conducts the TXSI interviews.
- This site submitted GAIN monthly progress reports and GAIN edits in the following months by the 5th of each month as required: July, August, September, October, November and December.
- On 5/7/2012, Mark Peterson received his GAIN- I Administrator certification.
- On 5/30/2012, Tim Winters received his GAIN- I Administrator certification.

Government Performance and Results Act (GPRA) tool implementation

Travis County Juvenile Treatment Drug Court (JTDC) has taken steps in order to meet grant requirements to administer the Government Performance and Results Act (GPRA) tool to JTDC participants. This site is administering this tool to JTDC participants at intake, 3 months, 6months, 9 months and 12 months intervals.

ACRA/ACC Training and Implementation

Travis County Juvenile Treatment Drug Court (JTDC) has taken steps in order to meet grant requirements to initiate and implement the A-CRA/ACC to drug court participants. Eve Williams, Clinical Supervisor and Stacey Metoyer, clinician participate on coaching calls two times a month with Courtney Hupp with Chestnut. The following are activities that this site has completed during this reporting period:

- Jody Snee with Case Management is working diligently to receive her A-CRA Clinical Certification.
- On 3/9/2012, Eve Williams, Casework Manager/Treatment Fellow, who has received her A-CRA clinical Supervisor certification, started training Tim Winters, Chemical Dependency Counselor, in order to assist him with receiving an A-CRA/ACC certification.

Travis County Day Enrichment Program implements the A-CRA and Assertive Continuing Care (ACC) after an adolescent enters the Day Enrichment program. The adolescent receives 12 weeks of A-CRA. After the adolescent discharges from the Day Enrichment program, then the ACC is opened up on each client with Case Management Services for 12 weeks. The ACC is implemented after the client has completed Day Enrichment or an Intensive Outpatient Treatment Program.

REPORTS FOR OJJDP AND CSAT/ SAMHSA

This site has submitted the required reports during this reporting period.

- On 1/30/2012 and 7/30/2012 this site submitted the Semi- Annual Progress Reports to OJJDP for the following reporting period: July 2011 to December 2011 and January 2012 to June 2012.
- On 4/27/2012 and 10/31/2012, this site submitted the CSAT Bi- Annual Report for the reporting period of October 2011 to March 2012 and April 2012 to September 2012.
- On 2/15/2012, this site submitted a Correction Plan.

Reclaiming the Futures Site Benchmark Expectations

This site has taken steps the following steps by participating in conference calls, webinars, and attending training as instructed to meet Reclaiming Futures expectations.

Conference Calls

Project Director

This site participated on the Project Director's and Cohort's conference calls on the following dates: 1/23/2012, 2/13/2012, 3/12/2012, 4/16/2012, 6/11/2012, 7/16/2012, 8/20/2012, 9/17/2012, and 10/15/2012.

Federal Site Calls

This site participated on the Federal Site Calls on the following dates: 9/17/2012 and 10/15/2012.

Site Coach Conference Calls

This site participated on the conference calls with Site Coach Kari Collins on the following dates: 2/6/2012, 3/22/2012, 4/2/2012, 8/3/2012 and 10/1/2012.

Juvenile Justice Monthly Conference Calls

This site participated on the Juvenile Justice Monthly Conference calls on the following dates: 1/18/2012, 2/15/2012, 3/21/2012, and 4/18/2012.

Treatment Fellowship Calls

This site participated on the Treatment Fellowship calls on the following dates: 1/26/2012, 4/19/2012, 7/19/2012 and 10/17/2012.

Judicial Fellowship Calls

This site participated on the Judicial Fellowship calls on the following dates:
1/27/2012, 4/20/2012, 7/20/2012 and 10/17/2012.

Community Conference Calls

This site participated on the Community Conference calls on the following dates:
1/24/2012, 4/17/2012, 7/17/2012 and 10/16/2012.

Juvenile Justice Conference Calls

This site participated on the Juvenile Justice Conference calls on the following dates:
1/25/2012, 4/18/2012, 7/18/2012 and 10/17/2012.

Gain Coaching Calls

This site participated on the GAIN coaching calls on the following dates:
1/19/2012 and 4/19/2012.

Cross-site Evaluation Conference Calls

This site participated on Cross-site Evaluation Conference calls on the following dates:
8/3/2012 and 10/15/2012.

Webinars

This site participated on the following webinars on the following dates: 2/3/2012, Office Hours: Community Directed Engagement, 3/13/2012, Strategies for Successful Client Tracking and Follow up, 4/20/2012, Chestnut Program Management & Evaluator Training, 6/7/2012 Office Hours: Making Office Hours More Useful to You and 10/4/2012 Office Hours: Involving Youth, Family and Community Voice.

Training

This site attended training on the following dates: 1/24/2012 to 1/27/2012, Mark Peterson and Tim Winters attended the National Gain Training in Normal IL, 2/14/2012, Project Director trained the Community Fellow on the Travis County Juvenile Drug Court, Reclaiming Futures concepts and model, and the implementation index, 4/10/2012 to 4/12/2012, 2012 JMATE Conference in Washington D.C., 5/8/2012 to 5/11/2012 Leadership Institute in San Antonio, 6/19/2012 OJJDP Juvenile Drug Court Performance Measures Training, 6/26/2012 OJJDP Juvenile Drug Court System Training, 8/23/2012 Trained entire JDC Team on RF Model, 9/5/2012 to 9/6/2012 Cross-site visit training, and 11/14/2012 Delivering Culturally Relevant Services for Minority Populations hosted by SAMSHA.

Fellow Meetings

This site held fellow meetings on the following dates:
1/25/2012, 2/22/2012, 3/21/2012, 5/2/2012, 7/18/2012, 8/22/2012, and 11/14/2012.

This site has completed the implementation index form and will be implementing a plan to enhance the Reclaiming Futures model in our community. During this reported period we have added in a new Judicial Official/Judicial Fellow and Community Fellow in January 2012.

VI. Description of difficulties/problems encountered in achieving planned goals and objectives including barriers to accomplishments and actions to overcome difficulties.

This site may encounter difficulty at times in completing the 6 month and 12 month follow-ups for the GAIN or GPRA based on the uniqueness of the population that this site currently serves. It is important to note that the Travis County Juvenile Drug Court is unique as it serves post adjudicated substance using youth between the ages of 13.6 to 17 years. The population consists of youth with an average of 8 referrals to the Department for their delinquent activity. The population is described as a "Deep-End" population and is high risk offenders as it relates to their repetitive pattern of drug use and criminal behavior and they are often eligible for long term institutional placement at the Texas Youth Commission.

This site has encountered the following challenges with this population when it is time to conduct the 6 month and 12 month interviews: the clients are absconding from probation and the staff are not able to locate the client; it has been difficult to locate clients that have been terminated from probation or graduated from the drug court program; some of the clients that are 17 years old have been arrested in the Adult Criminal Justice System and been sentenced to the Texas Department of Corrections (TDC).

This site has a corrective plan in place to address these challenges. At the first court appearance to Drug Court the Project Director and Juvenile Probation Officer's assigned to the court will explain the GPRA and GAIN assessments, follow-up process and the importance of completing the interviews to the participants. The participants will also be informed about the incentives they will receive for completing the 6 to 12 month interviews. At the earliest date for eligibility for the 6 or 12 month follow-up, letters will be mailed out to participants that our staff is not able to reach by phone, telephone calls will be made to schedule interviews; staff will conduct home, field, school or placement visits in order to locate clients; staff will communicate with school registers to see where a participant is currently enrolled in school and offer incentives to ensure that the follow-up interview is completed.

In those instances where a juvenile has absconded from probation and is unavailable for the 6 or 12 month interviews, the Drug Court Unit has an officer assigned to review the Department's active Directive to Apprehend Report weekly. This officer makes phone calls weekly to the parents in the home in order to locate the client. Each month our unit conducts warrant round ups in order to locate any absconders.

In instances where a juvenile has been arrested in the Adult Criminal Justice System, the staff will make arrangements with the local facility to interview the client in custody if they have not been sent to the Texas Department of Corrections. This site has also utilized the recommendations from the CSAT online tool kit to enhance our skills in planning, tracking and locating high risk offenders in the Travis County Juvenile Drug Court to improve recruitment and tactics to improve follow ups.

This site does not anticipate any new key staff changes. Kathy Smith will remain the Project Director at 100% effort.

CHECKLIST

NOTE TO APPLICANT: This form must be completed and submitted with the original of your application. Be sure to complete each page of this form. Check the appropriate boxes and provide the information requested. This form should be attached as the last pages of the signed original of the application.

Type of Application: New Noncompeting Continuation Competing Continuation Supplemental

PART A: The following checklist is provided to assure that proper signatures, assurances, and certifications have been submitted.

- 1. Proper Signature and Date on the SF 424 (FACE PAGE) Included NOT Applicable
- 2. If your organization currently has on file with HHS the following assurances, please identify which have been filed by indicating the date of such filing on the line provided. (All four have been consolidated into a single form, HHS 690)
 - Civil Rights Assurance (45 CFR 80)
 - Assurance Concerning the Handicapped (45 CFR 84)
 - Assurance Concerning Sex Discrimination (45 CFR 86)
 - Assurance Concerning Age Discrimination (45 CFR 90 & 45 CFR 91)
- 3. Human Subjects Certification, when applicable (45 CFR 46) Included NOT Applicable

PART B: This part is provided to assure that pertinent information has been addressed and included in the application.

- 1. Has a Public Health System Impact Statement for the proposed program/project been completed and distributed as required? YES NOT Applicable
- 2. Has the appropriate box been checked on the SF-424 (FACE PAGE) regarding intergovernmental review under E.O. 12372 ? (45 CFR Part 100) YES NOT Applicable
- 3. Has the entire proposed project period been identified on the SF-424 (FACE PAGE)?..... YES NOT Applicable
- 4. Have biographical sketch(es) with job description(s) been provided, when required?..... YES NOT Applicable
- 5. Has the "Budget Information" page, SF-424A (Non-Construction Programs) or SF-424C (Construction Programs), been completed and included? YES NOT Applicable
- 6. Has the 12 month narrative budget justification been provided? YES NOT Applicable
- 7. Has the budget for the entire proposed project period with sufficient detail been provided? YES NOT Applicable
- 8. For a Supplemental application, does the narrative budget justification address only the additional funds requested? YES NOT Applicable
- 9. For Competing Continuation and Supplemental applications, has a progress report been included? YES NOT Applicable

PART C: In the spaces provided below, please provide the requested information.

Business Official to be notified if an award is to be made

Prefix: First Name: Middle Name:
 Last Name: Suffix:
 Title:
 Organization:
 Street1:
 Street2:
 City:
 State: ZIP / Postal Code: ZIP / Postal Code4:
 E-mail Address:
 Telephone Number: Fax Number:

Program Director/Project Director/Principal Investigator designated to direct the proposed project or program.

Prefix: First Name: Middle Name:
 Last Name: Suffix:
 Title:
 Organization:
 Street1:
 Street2:
 City:
 State: ZIP / Postal Code: ZIP / Postal Code4:
 E-mail Address:
 Telephone Number: Fax Number:

HHS-5161-1 (08/2007)

PART D: A private, nonprofit organization must include evidence of its nonprofit status with the application. Any of the following is acceptable evidence. Check the appropriate box or complete the "Previously Filed" section, whichever is applicable.

- (a) A reference to the organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code.
- (b) A copy of a currently valid Internal Revenue Service Tax exemption certificate.
- (c) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- (d) A certified copy of the organization's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the organization.
- (e) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate.

If an applicant has evidence of current nonprofit status on file with an agency of HHS, it will not be necessary to file similar papers again, but the place and date of filing must be indicated.

Previously Filed with: (Agency)

on (Date)

INVENTIONS

If this is an application for continued support, include: (1) the report of inventions conceived or reduced to practice required by the terms and conditions of the grant; or (2) a list of inventions already reported, or (3) a negative certification.

EXECUTIVE ORDER 12372

Effective September 30, 1983, Executive Order 12372 (Intergovernmental Review of Federal Programs) directed OMB to abolish OMB Circular A-95 and establish a new process for consulting with State and local elected officials on proposed Federal financial assistance. The Department of Health and Human Services implemented the Executive Order through regulations at 45 CFR Part 100 (Inter-governmental Review of Department of Health and Human Services Programs and Activities). The objectives of the Executive Order are to (1) increase State flexibility to design a consultation process and select the programs it wishes to review, (2) increase the ability of State and local elected officials to influence Federal decisions and (3) compel Federal officials to be responsive to State concerns, or explain the reasons.

Department's programs that are subject to the provisions of Executive Order 12372. Information regarding HHS programs subject to Executive Order 12372 is also available from the appropriate awarding office.

States participating in this program establish State Single Points of Contact (SPOCs) to coordinate and manage the review and comment on proposed Federal financial assistance. Applicants should contact the Governor's office for information regarding the SPOC, programs selected for review, and the consultation (review) process designed by their State.

Applicants are to certify on the face page of the SF-424 (attached) whether the request is for a program covered under Executive Order 12372 and, where appropriate, whether the State has been given an opportunity to comment.

The regulations at 45 CFR Part 100 were published in the Federal Register on June 24, 1983, along with a notice identifying the

BY SIGNING THE FACE PAGE OF THIS APPLICATION, THE APPLICANT ORGANIZATION CERTIFIES THAT THE STATEMENTS IN THIS APPLICATION ARE TRUE, COMPLETE, AND ACCURATE TO THE BEST OF THE SIGNER'S KNOWLEDGE, AND THE ORGANIZATION ACCEPTS THE OBLIGATION TO COMPLY WITH U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES' TERMS AND CONDITIONS IF AN AWARD IS MADE AS A RESULT OF THE APPLICATION. THE SIGNER IS ALSO AWARE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT STATEMENTS OR CLAIMS MAY SUBJECT THE SIGNER TO CRIMINAL, CIVIL, OR ADMINISTRATIVE PENALTIES.

THE FOLLOWING ASSURANCES/CERTIFICATIONS ARE MADE AND VERIFIED BY THE SIGNATURE OF THE OFFICIAL SIGNING FOR THE APPLICANT ORGANIZATION ON THE FACE PAGE OF THE APPLICATION:

Civil Rights – Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and all the requirements imposed by or pursuant to the HHS regulation (45 CFR part 80).

Handicapped individuals – Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 84).

Sex Discrimination – Title IX of the Educational Amendments of 1972 (P.L. 92-318), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 86).

Age Discrimination – The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 91).

Debarment and Suspension – Title 2 CFR part 376.

Certification Regarding Drug-Free Workplace Requirements – Title 45 CFR part 82.

Certification Regarding Lobbying – Title 32, United States Code, Section 1352 and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 93).

Environmental Tobacco Smoke – Public Law 103-227.

Program Fraud Civil Remedies Act (PFCRA)

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text" value="Center for Substance Abuse Treatment"/>	7. * Federal Program Name/Description: <input type="text" value="Substance Abuse and Mental Health Services Projects of Regional and National Significance"/> CFDA Number, if applicable: <input type="text" value="93.243"/>
---	--

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name

* Last Name Suffix

Title: Telephone No.: Date:

cel

Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

To add more Budget Narrative attachments, please use the attachment buttons below.

**Budget and Budget Narrative/Justification for the
Travis County Juvenile Probation
Drug Court Expansion**

**BUDGET DETAIL WORKSHEET
Travis County Drug Treatment program
(year 4)**

C. Travel Costs

Travel Purpose	Travel Location	Travel Item	Travel Item Rate	Travel Item Cost
Mandatory Training	TBD	Meals	\$34 a day @ 4 days for 5 staff	\$ 680.00
Mandatory Training		Lodging	\$200 a day @ 4 days for 5 staff	\$ 4,000.00
Mandatory Training		Airfare	\$400 a ticket for 5 staff	\$ 2,000.00
Mandatory Training		Ground Transportation	2 cars @ \$35.25 each for 4 days	\$ 282.00
<i>Mandatory Training as requested by SAMHSA/CSAT.</i>				
			Total	\$ 6,962

E. Supplies

Other Costs	Item costs	number of units	Total other Costs
Office Supplies	\$ 500	day to day operations	\$ 500
Incentives	\$ 1,000	20 units @ \$50	\$ 1,000
Urinalysis Kits/Patches	\$ 500.00	200 units @ \$2.5	\$ 500
Bus Passes	\$ 500.00	400 units @ \$1.25	\$ 500
<i>Office supplies for day to day operations of the Drug Court. UA kits and patches to ensure youth are following their treatment plans. Bus passes for youth to attend Drug Court and treatment. Incentives to increase clinical assessment mandatory by SAMSHA to include GAIN 1 (and followups) and GPRA.</i>			
			\$ 2,500

F. Contractual Costs

Contract Agency/Organization	Contract Service	Contract Amount
Urinalysis Testing	10 units @ \$50	\$ 500
Substance Abuse Treatment	Provide at least 60 youth in the program with substance abuse treatment. Rates to be determined	\$ 182,087
<i>Contractual Agreement with various substance abuse treatment providers (community partners within the Juvenile Justice Integrated Network (JJIN) will include drug testing, residential treatment, intensive outpatient treatment, individual treatment and case management services. The JJIN will be involved in the treatment initiation; treatment engagement and completion phase of the Reclaiming Future Model. The potential contractual partners are Changing How I Live Life, Providence, Clean Investments, Nexus, Workers Assistance Program, Association for the Advancement of Mexican Americans, Phoenix House, Victims Safety First (tracking youth to ensure treatment) etc.</i>		
Total		\$ 182,587

**Budget and Budget Narrative/Justification for the
Travis County Juvenile Probation
Drug Court Expansion**

H. Other Costs

Other Costs	Item costs	number of units	Total other Costs
CRA/ACC -Education costs, Certification and Technical assistance	\$ 1,500	1	\$ 1,500
MET/CBT -Education costs, Certification and Technical assistance	\$ 2,500	1	\$ 2,500
<i>CRA/ACC training costs which include the actual for education, certification, and technical assistance. MET/CBT education costs include the actual for education, certification, and technical assistance.</i>			
<i>Total</i>			\$ 4,000

I. Indirect Costs

Direct Costs	Total Federal Budget	Indirect Cost Rate	Total indirect costs
\$ 196,049	\$ 196,049	2%	3,921
<i>The indirect costs covers administrative expensive related to the program management which includes grant reporting requirements, financial reconciliation, etc. Travis County Juvenile Probation's actual indirect costs are 27.6921 percent for grants.</i>			
<i>Total</i>			\$3,921

Budget Summary

Budget Category	Amount
A. Personnel	\$ -
B. Fringe Benefits	\$ -
C. Travel	\$ 6,962
D. Equipment	\$ -
E. Supplies	\$ 2,500
F. Construction	\$ -
G. Consultants/Contracts	\$ 182,587
H. Other	\$ 4,000
Total Direct Costs	\$ 196,049
I. Indirect Costs	\$ 3,921
TOTAL FEDERAL PROJECT COSTS	\$ 199,970
Federal Request	\$ 199,970
Non Federal request	\$ -
TOTAL PROJECT COSTS	\$ 199,970

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BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Travis County Juvenile Probation Treatment Drug Court	93.243	\$	\$	\$ 199,970.00	\$	\$ 199,970.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 199,970.00	\$	\$ 199,970.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY			Total (5)
	(1)	(2)	(3)	
	Travis County Juvenile Probation Treatment Drug Court			
	\$	\$	\$	\$
a. Personnel				
b. Fringe Benefits				
c. Travel	6,962.00			6,962.00
d. Equipment				
e. Supplies	2,500.00			2,500.00
f. Contractual	182,587.00			182,587.00
g. Construction				
h. Other	4,000.00			4,000.00
i. Total Direct Charges (sum of 6a-6h)	196,049.00			196,049.00
j. Indirect Charges	3,921.00			3,921.00
k. TOTALS (sum of 6i and 6j)	\$ 199,970.00	\$	\$	\$ 199,970.00
7. Program Income	\$	\$	\$	\$

Authorized for Local Reproduction

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$	\$
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	\$
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 199,970.00	\$ 25,000.00	\$ 45,000.00	\$ 54,970.00	\$ 75,000.00
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$ 199,970.00	\$ 25,000.00	\$ 45,000.00	\$ 54,970.00	\$ 75,000.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

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Survey on Ensuring Equal Opportunity For Applicants

Purpose:

The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name:	Travis County
Applicant's DUNS Name:	0309088420000
Federal Program:	SAMHSA 2013 Continuations
CFDA Number:	93.243

1. Has the applicant ever received a grant or contract from the Federal government?

Yes No

2. Is the applicant a faith-based organization?

Yes No

3. Is the applicant a secular organization?

Yes No

4. Does the applicant have 501(c)(3) status?

Yes No

5. Is the applicant a local affiliate of a national organization?

Yes No

6. How many full-time equivalent employees does the applicant have? (Check only one box).

3 or fewer 15-50
 4-5 51-100
 6-14 over 100

7. What is the size of the applicant's annual budget? (Check only one box.)

Less Than \$150,000
 \$150,000 - \$299,999
 \$300,000 - \$499,999
 \$500,000 - \$999,999
 \$1,000,000 - \$4,999,999
 \$5,000,000 or more

W

Survey Instructions on Ensuring Equal Opportunity for Applicants

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 5 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is voluntary (EO 13198 and 13199).

If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving the form, please write to: The Agency Contact listed in this grant application package.

Other Attachment File(s)

* Mandatory Other Attachment Filename:

To add more "Other Attachment" attachments, please use the attachment buttons below.



SAMUEL T. BISCOE
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 520
AUSTIN, TEXAS 78767
(512) 854-9555
(512) 854-9535 FAX

January , 2013

Ms. Eileen Bermudez
Grants Management Specialist
SAMHSA-Grants Management, OFR
1 Choke Cherry Road, Room 7-1089
Rockville, MD. 20857
(240)-276-1412

SUBJECT: Juvenile Treatment Drug Court -Substance Abuse and Mental Health Services Administration (SAMSHA) and the Center for Substance Abuse (CSAT) continuation grant Reference 5 TI020920-04-Budget Revisions under 25% of the total project.

Dear Ms. Bermudez,

Per the request of the continuation application process, Travis County affirms that the detailed budget and narrative justification (year 3) has not changed above 25% of the total budget from the current budget period. After the Final FSR submission for year two, we anticipate a rollover from year two to year three and will submit a budget adjustment to move dollars to the appropriate categories.

Please contact Maya Duff (512) 854-7046 for additional information.

Sincerely,

Samuel T. Biscoe
County Judge
Travis County

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant to the above provisions.

Date

Signature of Authorized Official

Judge Samuel T. Biscoe

Name and Title of Authorized Official (please print or type)

Travis County Juvenile Probation Department

Name of Healthcare Facility Receiving/Requesting Funding

2515 South Congress Ave.

Street Address

Austin, TX 78704

City, State, Zip Code

Please mail form to:
U.S. Department of Health & Human Services
Office for Civil Rights
200 Independence Ave., S.W.
Washington, DC 20201

**ASSURANCE
of Compliance with SAMHSA Charitable Choice
Statutes and Regulations
SMA 170**

**REQUIRED ONLY FOR APPLICANTS APPLYING FOR GRANTS THAT FUND
SUBSTANCE ABUSE TREATMENT OR PREVENTION SERVICES**

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

As the duly authorized representative of the applicant, I certify that the applicant:

Will comply, as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Service Act (42 U.S.C. §§290kk, et seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

LIST of CERTIFICATIONS

1. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). By signing and submitting this application, the applicant is providing certification set out in Appendix A to 45 CFR Part 93.

2. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Department of Health and Human Services terms and conditions of award if a grant is awarded as a result of this application.

3. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The authorized official signing for the applicant organization certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Department of Health and Human Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the DHHS mission to protect and advance the physical and mental health of the American people.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input 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:	Comprehensive Energy Assistance Program (CEAP)		
Grant Period:	From: <input type="text" value="Jan 1, 2013"/>	To: <input type="text" value="Dec 31, 2013"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing & Community Affairs		
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:	U. S. Department of Human Services		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 286,000	\$ 0	\$ 0	\$ 0	\$ 286,000
Operating:	\$ 2,314,000	\$ 0	\$ 0	\$ 0	\$ 2,314,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 2,600,000	\$ 0	\$ 0	\$ 0	\$ 2,600,000
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
1580100001	\$ 29,196	\$ 200,000	\$ 229,196	4.00	03/31/2013

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MG	
County Attorney	<input type="checkbox"/>	N/A	

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Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of Individuals receiving utility assistance	28,358	15,000	15,000	
2.					
3.					
+ - Measures for the Grant					
1.	Number of Households receiving utility assistance through the three grant components, Energy Crisis, Co-Pay and Elderly Disabled	16,009	5,315	6,608	
Outcome Impact Description		Utility assistance provided by this program is to address a household energy crisis situation or provide copayment or multiple term energy payments for the household in order to achieve energy self-sufficiency.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

HHS is requesting a Permission to Continue funding 4 temporary employees as well as funding operating costs associated with the Comprehensive Energy Assistance Program (CEAP) from January-March 2013. The funding is expected to become available some time in the first half of 2013. This program has been grant funded for the past ten years and the Texas Department of Housing and Community Affairs (TDHCA) has indicated that the grant will be funded again for 2013, with an original funding amount of \$2.6 million.

HHS indicates that if this Permission to Continue is approved, it will continue the CEAP services to eligible county households using county General Fund budget until the new grant contract is executed. Upon execution of the new grant contract, HHS will reclassify all grant expenditures to the grant budget.

Please note that HHS has requested that the PTC for the operating expenses be approved through April 2013. However, PBO is recommending that the approval be allowed only through March 31, 2013 as stipulated in the budget rules. If the grant contract is not ready by early March, HHS expects to request an additional PTC through June 30, 2013. PBO recommends approval of these PTCs.

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 Texas Department of Housing and Community Affairs has informed the department the planning figure for the 2013 CEAP grant contract is \$2,600,000. This funding provides approximately \$286,000 for salary expenses related to the allowable tasks for the temporary workers, and staff who provides outreach and case management activities. This grant funding also provides for approximately \$2,312,800 of utility assistance relating to the three utility component budgets and \$1,200 for training and travel expenses.

The department will use the \$200,000 from the General Fund to continue direct service assistance using the CEAP guidelines for 2013 until the fully executed contract can be obtained. The \$29,196 will continue funding four temporary positions during the first quarter of 2013.

The program goal is to assist households in need to achieve energy self-sufficiency by providing household heating and cooling energy utility assistance for low-income families or individuals. The households may seek utility assistance to address an energy crisis situation or the situation may need a multiple payment term which is provided by the program guidelines. The department also utilizes the funding from this CEAP program for providing clients with case management services to address other household issues other than those encompassing energy needs.

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

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.

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary staff performing allowable functions associated with case management, administrative and direct services support (outreach). There is no indirect cost allocation.

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 Family Support Services division staff performs client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the three utility assistance program components.

The CEAP program funding represents the department's largest program source for utility assistance. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance and household appliance issues from Travis County residents.



**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 18, 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: Permission to Continue salary expenses of temporary workers for the 2013 Comprehensive Energy Assistance Program (CEAP) from the Texas Department of Housing and Community Affairs (TDHCA).

Proposed Motion: Consider and take appropriate action on the request from Travis County Health and Human Services & Veterans Service for permission to continue funding temporary employees funded by the Comprehensive Energy Assistance Program (CEAP) in the 2013 program year until a fully executed contract is obtained from the Texas Department of Housing and Community Affairs.

Program Summary: The department has requested permission to continue these salaries in the amount of \$29,196. for the four temporary employees in the CEAP grant for the 2013 grant period which will begin January 1, 2013. These office specialists are needed to continue the services provided by this grant program pending the approval of the grant contract. TDHCA has informed the department the first estimated allocation for this program will be \$2,600,000. The department deems it necessary to retain this staff for maintaining a level of continuity for serving the residents of Travis County with this program assistance. The department is also requesting a permission to use general funds to administer the assistance payments. It is estimated the grant contract for the 2012 grant period may be available for execution during the first or second quarters of the program period.

TCHHSVS is requesting approval to use \$29,196 from the General Fund to continue funding these four temporary employees until there is a fully executed grant contract. This funding will be used to fund the expenditure budgets of salary and benefits for these employees for approximately three months. The grant will reimburse the General Fund upon execution of the grant contract.

TCHHSVS staff recommends approving the permission to continue.

Budgetary and Fiscal Impact:

The \$29,196 will come from salary savings of vacant slots 297 and 94. No matching funds are required. The current contract period is from 01-01-12 and ends 12-31-12.

Issues and Opportunities: The department uses CEAP funds for direct assistance for qualified clients in Travis County, allowable administrative and case management costs, and allowable direct services support costs for outreach. The grant allows the department to provide assistance to clients who are experiencing an energy-related hardship. This program is designed to assist clients in obtaining energy self-sufficiency and is consistent with the goal of the Travis County Health and Human Services and Veterans Service Department. In the current program year, funds from the CEAP grant were used to assist more than 4,429 households within Travis County.

**cc: Leslie Browder, County Executive, 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
Michelle Gable, Auditor Analyst II, County Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Division Director, Family Support Services**



**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 18, 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: Permission to use general fund operating allocations temporarily to continue services for the 2013 Comprehensive Energy Assistance Program (CEAP) from the Texas Department of Housing and Community Affairs (TDHCA)

Proposed Motion: Consider and take appropriate action on the request from Travis County Health and Human Services & Veterans Services for permission to continue services of the Comprehensive Energy Assistance Program (CEAP) in the 2013 program year with internal HHSVS resources until a fully executed contract is obtained from the Texas Department of Housing and Community Affairs.

Program Summary: The department has requested permission to continue these services and use general fund operating resources for the past ten years regarding this grant program received from the Texas Department of Housing and Community Affairs. It has become necessary to implement this practice as historically the grant contract from TDHCA is not ready for execution until sometime in the first or second quarters of the new program period.

For the CEAP program, the delay in approving the contract would adversely impact residents seeking utility assistance in the winter months when they are experiencing an energy-related need and/or repair or replacement of the household heating and cooling appliances. The CEAP grant is one of the largest funding sources used for qualified residents of Travis County experiencing hardships due to rising energy costs and need. With the use of the departmental general fund operating resources over the past ten

years, the department has had the opportunity to assist clients following the guidelines of the CEAP program beginning in January of each year. In the current program year, funds from the CEAP grant were used to assist more than 4,429 households within Travis County to date.

Budgetary and Fiscal Impact: The department will allocate a total of \$200,000 for this permission to use general fund which is estimated to continue services through April, 2013 based on the expenditure trend from the 2012 grant period. There will be \$200,000 transferred from the Indigent Rent line item (CC 1580100001, GL account 511390) into the general fund utility assistance line item (CC 1580100001 GL account 511410) to maintain utility assistance for qualified clients per the 2013 CEAP guidelines.

TDHCA has informed the department that the first allocation for this program is \$2,600,000. The department does project another release of funding for this program possibly from available State funds; however the projected release date will not be until the summer months.

All of the appropriate general fund expenditures will be reclassified as CEAP grant expenditures when the grant budget is established by the County Auditors office, resulting in a zero impact on the general fund resources. No matching funds are required. The current contract period is from 01-01-12 and ends 12-31-12.

Issues and Opportunities: The department uses CEAP funds for direct assistance for qualified clients in Travis County, along with obtaining allowable administrative and case management costs. The grant allows the department to provide assistance to clients who are experiencing an energy-related hardship. This program is designed to assist clients in obtaining energy self-sufficiency and is consistent with the goal of the Travis County Health and Human Services and Veterans Service Department.

cc: Leslie, Browder, County Executive, 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
Michelle Gable, Auditor Analyst II, County Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Division Director, Family Support Services



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

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

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

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 \$875,593.97 for the period of December 21 to December 27, 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 \$875,593.97.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$875,593.97

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: January 8, 2013

TO: Members of the Travis County Commissioners Court

FROM: John Rabb, Benefits Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: December 21, 2012 to December 27, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$875,593.97

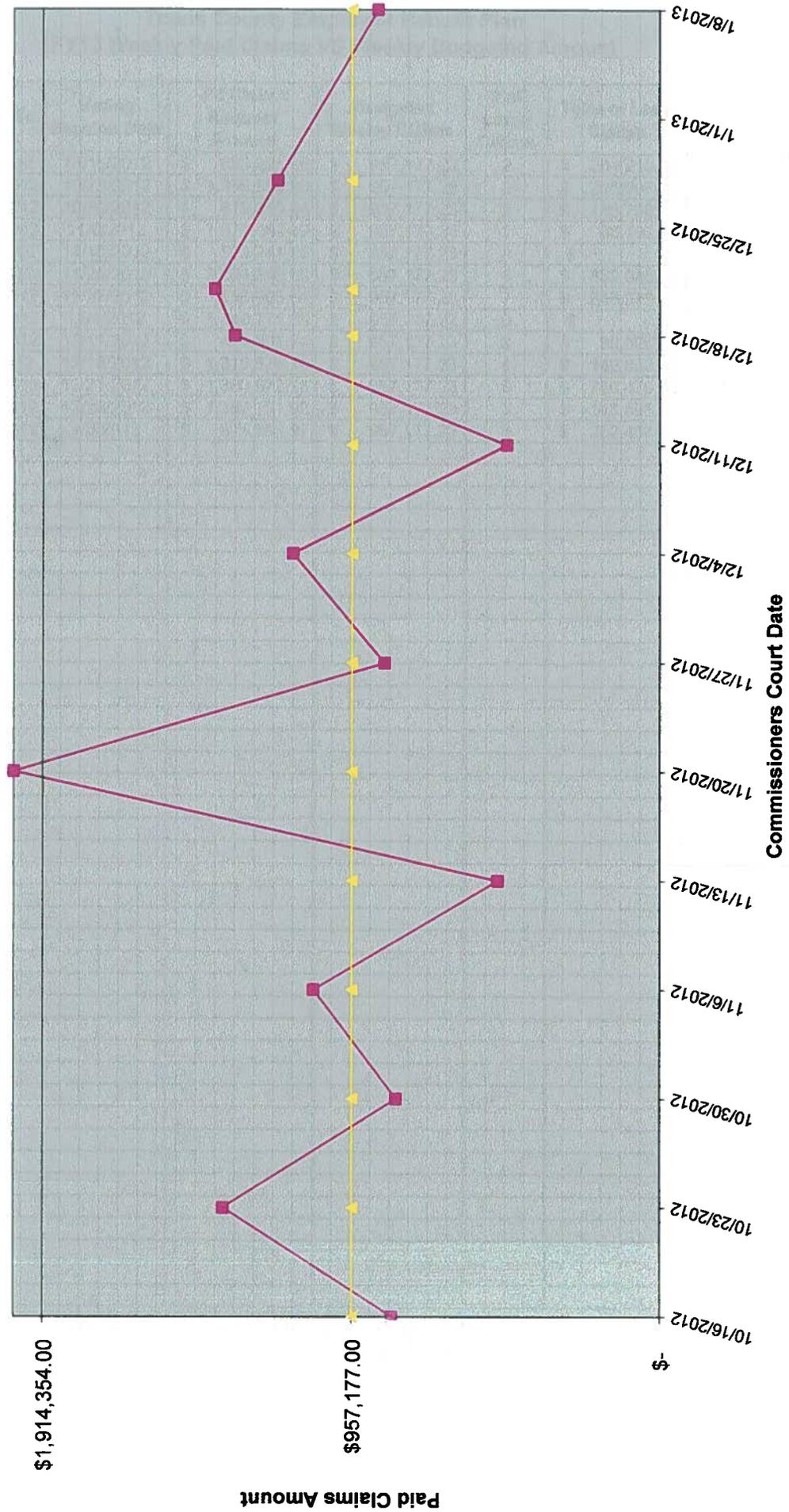
HRMD RECOMMENDATION: The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$875,593.97.

Please see the attached reports for supporting detail information.

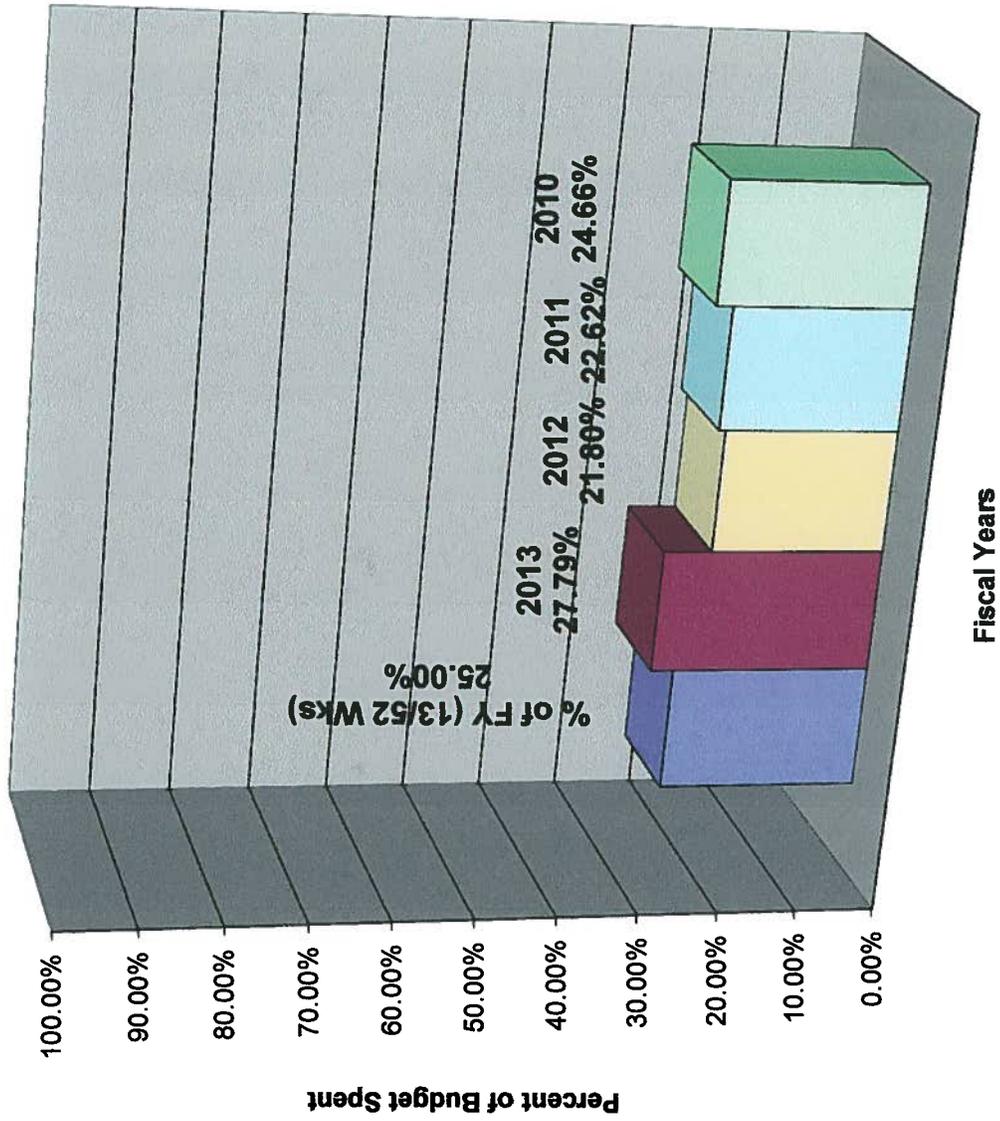
**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
DECEMBER 21, 2012 TO DECEMBER 27, 2012**

- 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 Employee Benefit Plan FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23



Comparison of Claims to FY Budgets Week 13



Norman McRee

From: SIFS FAX@UHC.COM
Sent: Thursday, December 27, 2012 11:56 PM
To: Norman McRee
Subject: UHG FUNDING NOTIFICATION

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2012-12-28 **REQUEST AMOUNT:** \$3,435,030.21

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-12-27	\$656,844.57-
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$3,324,885.57
+ CURRENT DAY NET CHARGE:	\$110,144.64
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$3,435,030.21

ACTIVITY FOR WORK DAY: 2012-12-21

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$111,823.65	\$00.00	\$111,823.65
TOTAL:	\$111,823.65	\$00.00	\$111,823.65

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_12_27

CONTR_NBR	PLN_ID	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	632	\$ (11.77)	QG	91755319	AH	8	10/8/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (13.00)	QG	50831682	AH	1	3/23/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (15.20)	QG	91737371	AH	3	12/18/2012	50	12/24/2012	12/27/2012
701254	632	632	\$ (15.90)	QG	40819100	AH	9	3/26/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (15.90)	QG	40819100	AH	9	3/26/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (19.44)	QG	91737371	AH	3	12/18/2012	50	12/24/2012	12/27/2012
701254	632	632	\$ (20.18)	PH	35024727	AH	1	3/26/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (27.80)	PH	35024727	AE	5	3/26/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (35.89)	QG	91737371	AH	3	12/18/2012	50	12/24/2012	12/27/2012
701254	632	632	\$ (35.90)	QG	40819100	AH	9	3/26/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (42.60)	QG	80816899	AH	1	3/26/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (48.93)	PH	35024727	AH	1	3/26/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (60.00)	QG	80805116	AH	6	3/19/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (65.00)	PH	83620654	AE	6	3/26/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (77.00)	QG	80820798	AH	7	3/27/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (100.00)	QG	80816899	AH	6	3/26/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (128.79)	QG	61119799	AH	5	9/17/2012	50	12/28/2012	12/27/2012
701254	632	632	\$ (200.00)	QG	2823692	AA	1	9/14/2012	50	12/24/2012	12/27/2012
701254	632	632	\$ (269.58)	QG	80828339	AH	9	12/18/2012	50	12/24/2012	12/27/2012

875,593.97

Travis County Hospital and Insurance Fund - County Employees UHC Payments Deemed Not Reimbursable

For the payment week ending: 12/27/2012

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

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 12/27/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 193,580.23
	RR	1110068956	516110	\$ 2,887.97
			Total CEPO	\$ 196,468.20
EPO	EE	1110068956	516030	\$ 120,739.17
	RR	1110068956	516130	\$ 24,502.54
			Total EPO	\$ 145,241.71
PPO	EE	1110068956	516020	\$ 514,221.72
	RR	1110068956	516120	\$ 19,662.34
			Total PPO	\$ 533,884.06
			Grand Total	\$ 875,593.97



Travis County Commissioners Court Agenda Request

Meeting Date: 1/8/13

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

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

- A. Proposed routine personnel amendments; and
- B. A non-routine personnel request for approval of a lump-sum award for slot 32, in Tax Assessor-Collector office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 8.

B. Non-Routine Personnel Action

Tax Collector requests approval for a lump-sum award for slot 32, Administrative Asst II, PG 15.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

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.

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.



HRMD *Human Resources Management Department*

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

January 8, 2013

ITEM # :

DATE: December 28, 2012

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

VIA: Leslie Browder, County Executive, Planning and Budget

FROM: Diane Poirot, Director, HRMD *for D.P.*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 8.

B. Non-Routine Personnel Action

Tax Collector requests approval for a lump-sum award for slot 32, Administrative Asst II, PG 15.

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
Criminal Justice Planning	69	Social Worker	18 / Minimum / \$42,382.08	18 / Minimum / \$42,382.08
JP Pct 2	60002	Accounting Clerk	12 / \$30,262.42	12 / \$30,262.42
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	23087	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
HHS	20095	Office Spec	12 / \$13.59	12 / \$13.59	02
JP Pct 4	20001	Court Clerk I	13 / \$14.54	13 / \$14.54	02
Records Mang & Comm Resrc	50017	Imaging Production Tech	11 / \$12.70	11 / \$12.70	02
Tax Collector	50054	Administrative Asst I	13 / \$14.54	13 / \$14.54	05
Tax Collector	50060	Administrative Asst I	13 / \$14.54	13 / \$14.54	05
Tax Collector	50064	Administrative Asst I	13 / \$14.54	13 / \$14.54	05
Tax Collector	50113	Administrative Asst I	13 / \$14.54	13 / \$14.54	05
Tax Collector	50114	Administrative Asst I	13 / \$14.54	13 / \$14.54	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	314	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	663	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
* 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 447 / Juvenile Case Work Mgr / Grd 20 / \$55,182.19	Juvenile Probation	Slot 449 / Chem Dependency Counselor Sr / Grd 17 / \$46,904.86	Employee demoted from pay grade 20 to 17. HRMD reviewed supporting documents. Pay is between min and midpoint of pay grade.
Sheriff	Slot 244 / Corrections Ofcr Sr / Grd 83 / \$51,855.02	Sheriff	Slot 639 / Corrections Ofcr Sr* / Grd 83 / \$51,855.02	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 268 / Certf Peace Ofcr Sr / Grd 84 / \$59,665.84	Sheriff	Slot 1947 / Records Analyst Supv / Grd 20 / \$60,663.62	Voluntary job change. Transition from Peace Officer Pay Scale (POPS) to Classified Pay Scale. Pay is at midpoint of pay grade.
Tax Collector	Slot 10 / Business Analyst I* / Grd 22 / \$60,005.92	Tax Collector	Slot 10 / Business Analyst II / Grd 24 / \$63,638.43	Promotion. Pay is at minimum of pay grade.
Tax Collector	Slot 109 / Volunteer Coord* / Grd 15 / \$35,311.03	Tax Collector	Slot 109 / Voter Reg Outreach Prgm Coord / Grd 19 / \$45,346.50	Promotion. Pay is at minimum of pay grade.
Tax Collector	Slot 137 / Business Analyst I* / Grd 22 / \$61,137.50	Tax Collector	Slot 137 / Business Analyst II / Grd 24 / \$63,638.43	Promotion. Pay is at minimum of pay grade.
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Sheriff	25	Captain Law Enforcement / 28093	E	28	Captain Corrections / 28092	E	28
Department requests in order to meet departmental needs.							

REVISED JOB DESCRIPTION		
Position Title / Position #	FLSA	Pay Grade
Budget Director / 32450	E	32
HRMD is providing the attached revised job description for approval, see pages 5- 8.		

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Human Resources Management

700 Lavaca, 4th Floor • P.O. Box 1748 • Austin, Texas 78701 • (512) 854-9165

MEMORANDUM

DATE: December 28, 2012
TO: Members of the Commissioners Court
VIA: Leslie Browder, County Executive, Planning & Budget Office
FROM: Diane Poirot, Director of Human Resources
Todd Osburn, Compensation Manager 
SUBJECT: Revision to Budget Director Job Classification

HRMD recommends the following revision to the Budget Director job classification as outlined below:

Budget Director

HRMD recommends removing the following Duty and Responsibility from the job description of the Budget Director;

"Oversees staff and operations of the Cash Investment Management Office. Provides general administrative and programmatic oversight."

Per the County Executive, Planning and Budget, this function will be overseen personally by the County Executive. Elimination of this responsibility will not have an impact on the placement of this job within the Classification and Compensation system.

Should you have questions, contact Diane Poirot at ext. 4-9170 or Todd Osburn at ext. 4-2744.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: **Budget Director**

JOB CODE: 32450

PAY GRADE: 32

FLSA STATUS: Exempt

LAST REVISED: 10/01/0913

JOB SUMMARY:

Under minimal direction, manages operational elements of the County's overall budget process, including budget preparation and monitoring, in consultation with the Executive Manager Planning and Budget. Directly supervises budget analysts on executing budget and finance matters, including evaluation and resource recommendations for all departmental operating and capital budget requests, including current funding base calculations, total departmental expenditures, and grants. Makes presentations directly to Commissioners Court in public and must defend conclusions to Elected and Appointed Officials. Interacts with Elected and Appointed Officials concerning their budget requests for new funding and requests to modify adopted departmental budgets during the year. Serves as the primary contact with the County Auditor's Office for accounting and finance matters. Represents the Executive Manager in the absence to the Commissioners Court, the public and press, and other governmental agencies. Ensures prompt and accurate development of the countywide multi-million dollar budget. Makes primary recommendations directly to the Commissioners Court on more efficient procedures for countywide operations. Insures that countywide expenditures are within approved budgets. Represents Travis County on City/County and County/State study teams. The position has considerable discretion and independence in accomplishing all responsibilities.

DISTINGUISHING CHARACTERISTICS:

This is the second in a series of two budget-related job classifications within the Senior Management/Middle Management job family. Incumbents in this classification reports directly to the department head and functions as the second highest level of management within the department.

DUTIES AND RESPONSIBILITIES:

- Provides to the Commissioners Court the overall parameters of the countywide budget, including the consolidation of departmental current funding requirements, and countywide funding requirements, such as projected salary increases, retirement increases, health insurance increases, and all other recommended additional funding allocations, in conjunction with the Executive Manager.
- Prepares recapitulation of countywide funds in Preliminary, Proposed, and Adopted Budgets, including the reconciliation of interfund transfers. Coordinates the projected total expenditures of all funds and estimated revenues from recommended budget requests. Responsible for producing and filing the Preliminary, Proposed and Adopted Budgets.
- Provides day-to-day operational supervision of analysts on budget and finance matters. Reviews all analysts' recommendations for logic and accuracy. Consolidates and prioritizes all budget recommendations into the Preliminary and Proposed Budgets. Meets with analysts and departments to review budget recommendations. Intervenes with departments when necessary to resolve conflicts between departments and analysts. Performs duties of Senior Analysts in their absence.
- Supervises and/or conducts departmental, programmatic, functional and organizational evaluations and analysis, and presents findings and recommendations to the Executive Manager and/or the Commissioners Court. Assists in the development of outcome and performance measures in County departments. Serves as Project Director on various budget and/or research projects as assigned. Assists in planning and coordinating the County's planning and budget process.
- ~~Oversees staff and operations of the Cash Investment Management Office. Provides general administrative and programmatic oversight.~~
- Supervises and/or conducts departmental, programmatic, functional, and organizational evaluations and analysis, and presents findings and recommendations to the Executive Manager and/or the Commissioners Court. Assists in the development of outcome and performance measures in County departments. Serves as Project Director on various budget and/or research projects as assigned.
- Supervises and/or performs periodic expenditure forecasts, cost-effectiveness analysis, and other financial studies. Supervises and/or conducts fiscal, management, program, and issue/policy development analysis.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Budget Director

JOB CODE: 32450
PAY GRADE: 32

FLSA STATUS: Exempt
LAST REVISED: 10/01/0913

DUTIES AND RESPONSIBILITIES: (Cont.)

- Represents the Planning and Budget Office at Commissioners Court meetings. Participates in the recruitment, selection, evaluation and discipline of all departmental staff. Trains analysts in appropriate concepts, methods, tools, and procedures relevant to financial planning, organizational analysis, operations research and other techniques.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Bachelor's degree in Public Administration, Business Administration, Economics, Accounting, Finance or a directly related field AND eight (8) years of responsible administrative/supervisory level experience, using an automated performance based budget system, including four (4) years of mid- to senior level supervisory or management experience supervising budget analysts and financial management within a County or comparable environment;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:

None required.

Preferred:

Master's degree in Public Administration, Business Administration, Economics, Accounting, Finance or a directly related field.

Certified Public Accountant (CPA).

Knowledge, Skills, and Abilities:

Knowledge of:

- Basic principles of public administration, accounting and budgeting, and state and local issues.
- Organization, management and supervisory principles, practices and techniques.
- Policies, practices, procedures and terminology related to budgeting.
- Program evaluation.
- Financial principles and practices.
- State and local issues.
- Federal, State, Local and County applicable program laws, rules, regulations and guidelines.
- Standard practices in area of assignment.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business English, letter writing, grammar and punctuation, and report preparation.

Skill in:

- Statistical methods.
- Financial analysis.
- Directing and managing others, including team building.
- Project direction and coordination.
- Developing long-term strategies.
- Problem-solving and decision-making.
- Training, managing and evaluating the work of others.
- Preparing and making public presentations and communications.
- Both verbal and written communication.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Budget Director

JOB CODE: 32450

PAY GRADE: 32

FLSA STATUS: Exempt

LAST REVISED: 10/01/0913

MINIMUM REQUIREMENTS: (Cont.)

Ability to:

- Develop budget formats and procedures and to make budgetary recommendations.
- Bring together several viewpoints and ideas to a balanced position.
- Direct, motivate, train and educate others in budgetary and automation matters.
- Reason and make judgments and decisions.
- Reach sound conclusions and make realistic recommendations based on facts and objective analysis.
- Work with both the large and small details.
- Manage time well, perform multiple tasks and organize diverse activities.
- Perform in a stressful environment while maintaining a professional manner.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with other governmental entities, Elected and Appointed Officials, civic groups, other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 25 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

ITEM 7



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

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

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

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

Sponsoring Court Members: Commissioner Davis, Precinct One &
Commissioner Gómez, Precinct Four

*John Carr for
Roger El Khoury
JTB*

AGENDA LANGUAGE:

Consider and take appropriate action on request from Golden Gloves Tournament for waiver or discount of fees to use the Travis County Exposition Center Banquet Hall with benefits from the event going to Big Brothers Big Sisters of Austin and the Travis County Sheriff Law Enforcement Association "Youth Scholarship Fund".

BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department (FMD) received a request from Art Cardenas, Tournament Director for the Austin Golden Gloves in which Mr. Cardenas requests the use of the Exposition Center Banquet Hall for January 29 – February 1, 2013 as the site for the annual Golden Gloves Tournament. This event has been held at the Exposition Center for the past three years. In 2011 and 2012 the Commissioners Court approved waiving of all fees at the Banquet Hall for the event with the exception of the utilities fee. As indicated in his letter, Mr. Cardenas is requesting to use the Banquet Hall at either a complimentary or discounted rate for the tournament. The regular charges for this event would be \$8,400, consisting of:

1. The Banquet Hall rental fee is \$1,800 per day (4 days requested - \$7,200)
2. The Banquet Hall custodial fee is \$200 per day (4 days requested - \$800)
3. The Banquet Hall utilities are \$100 per day (4 days requested - \$400)

The sponsoring non-profit organization for this tournament will be "Austin Boxing Against Drugs". Mr. Joe Vela is the founder and president of this organization. This year all net proceeds earned during the 2013 Austin Regional Golden Gloves Tournament will be donated to:

- Big Brothers Big Sisters of Austin
- Travis County Sheriff Law Enforcement Association "Youth Scholarship Fund"

Mr. Cardenas has indicated that he would be available to appear before the Commissioners Court to discuss the event and respond to any questions.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of a reduced fee of \$400 to cover the costs for the Banquet Hall utilities for four days, with the understanding that the requestor will provide the necessary cleaning of the facility during and after the event.

ISSUES AND OPPORTUNITIES:

This will be the fourth consecutive year that Travis County will host the Austin Regional Golden Gloves Tournament at the Exposition Center.

FISCAL IMPACT AND SOURCE OF FUNDING:

If the FMD recommendation is approved, the loss of revenue from fees would be \$8,000 (rental fee plus custodial fee).

ATTACHMENTS/EXHIBITS:

1. Art Cardenas' ltr, December 20, 2012
2. Exhibit "A" from License Agreement

REQUIRED AUTHORIZATIONS:

N/A



December 20, 2012

MEMORANDUM

TO: Roger El Khoury, Facilities Management Director / Travis County

FROM: Art Cardenas, Tournament Director / Austin Golden Gloves

RE: 2013 Austin Regional Golden Gloves Tournament

For the past three years the Travis County Commissioners Court has been instrumental in the success of the Austin/Travis County Regional Golden Gloves Tournament. The "Golden Gloves" is an Austin sports tradition and we are blessed that we are able to host the tournament annually since being awarded the franchise in 2010. Once again, we are asking for your support.

We are hopeful that the Travis County Commissioners Court will allow us to use the Travis County Expo Center Banquet Hall in 2013 (at either a complimentary or discounted rate). The tournament is scheduled for January 29 - February 1, 2013. As in year's past, we are prepared to pay the cost of utilities. In addition, we have a group of volunteers which will be providing janitorial services during the duration of the tournament.

For 2013, the sponsoring "non-profit organization" will be "Austin Boxing Against Drugs." Mr. Joe Vela is the founder and president of this organization. For your records, Austin Boxing Against Drugs has been assigned the following:

- Secretary of State Charter #: 1240131
- Internal Revenue Service EIN: 74-2664281

The Fit Pit Boxing & Fitness Academy is a registered boxing gym (via the United States Amateur Boxing Association) and will be holding the sanction for the tournament. The sanctioning body for all amateur boxing tournaments is the United States Amateur Boxing Association.

As per the by-laws of the Texas Golden Gloves Athletic Organization (which awarded the Golden Gloves franchise to Austin), the net proceeds earned as a result of the Austin Golden Gloves Tournament must be donated to a recognized, established charity, or to a legitimate youth development program in the Franchisee's community. All net proceeds earned during the 2012 Austin Regional Golden Gloves Tournament will be donated to:

- **Big Brothers Big Sisters of Austin**
- **Travis County Sheriff Law Enforcement Association "Youth Scholarship Fund."**

Thank you for your continued support of the Austin/Travis County Regional Golden Gloves. Please contact me if you have any questions.

**Coach Art Cardenas
The Fit Pit Boxing Gym
2401 Thornton Rd:
Austin, Texas 78704
512-804-2766
fitpitaustin.com**

EXHIBIT "A"

Travis County Exposition Center - Event Costing Schedule					
Customer:	Art Cardenas			Date of Event:	
Event:	Golden Gloves Tournament			Jan 29-Feb 1, 2013	
Item	Details	Unit	Qty	Rate	Amount
Facility Rental Fees	Luedecke Arena - Rental Period is 16 Hours	Day		\$ 3,000.00	\$ -
	Luedecke Arena for Each Additional Hour	Hour		\$ 100.00	\$ -
	Luedecke Arena Dressing Room	Day		\$ 100.00	\$ -
	Skyline Club - Rental Period is 8 Hours	Day		\$ 1,200.00	\$ -
	Skyline Club for Each Additional Hour	Hour		\$ 100.00	\$ -
	Banquet Hall - Rental Period is 8 Hours	Day	4	\$ 1,800.00	\$ 7,200.00
	Banquet Hall for Each Additional Hour	Hour		\$ 100.00	\$ -
	Show Barn - Rental Period is 12 Hours	Day		\$ 900.00	\$ -
	Show Barn for Each Additional Hour	Hour		\$ 50.00	\$ -
	Outside Show Barn Equestrian horse Arena	Day		\$ 200.00	\$ -
	All Grounds - Non-Concert Event	Day		\$ 1,000.00	\$ -
	Portion of the Grounds - Non-Concert Event	Day		\$ 500.00	\$ -
	All or Portion of the Grounds - Concert Event	Day		\$ 2,000.00	\$ -
	Discount to be approved by the CC	DISC	-1.00	\$ 7,200.00	\$ (7,200.00)
	Total Facility Rental Fees				\$ -
Equipment Rental Fees	Tables	Each/Event		\$ 6.00	\$ -
	Chairs	Each/Event		\$ 1.50	\$ -
	Portable Bleachers	Each/Event		\$ 20.00	\$ -
	Stalls	Each		\$ 15.00	\$ -
	Pens	Each		\$ 2.00	\$ -
	Cattle Ties	Each		\$ 2.00	\$ -
	50 stalls free if total stalls >100	Each		\$ 15.00	\$ -
	Other-Outside Tables	Each		\$ 20.00	\$ -
	Total Equipment Rental Fees				\$ -
Custodial Fees	Luedecke Arena	Day		\$ 600.00	\$ -
	Skyline Club	Day		\$ 200.00	\$ -
	Luedecke Arena Including Skyline	Day		\$ 775.00	\$ -
	Luedecke Arena Dressing Rooms	Day		\$ 75.00	\$ -
	Banquet Hall	Day	4	\$ 200.00	\$ 800.00
	Grounds	Day		\$ 260.00	\$ -
	Show Barn - One day horse show event	Day		\$ 200.00	\$ -
	Show Barn - Two days horse show event	2-Day		\$ 250.00	\$ -
	Show Barn - Three days horse show event	3-Day		\$ 300.00	\$ -
	Show Barn - All Events Except Horse Show	Day		\$ 200.00	\$ -
	Custodial Services During Event per Custodian	Hour		\$ 25.00	\$ -
	Discount to be approved by the CC	DISC	-1.00	\$ 800.00	\$ (800.00)
	Total Custodial Fees				\$ -
Other Fees	HVAC - Luedecke Arena	Hour		\$ 125.00	\$ -
	Forklift - with Driver	Hour		\$ 35.00	\$ -
	Moving and Placing Dirt	Hour		\$ 200.00	\$ -
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -
	Water Connection	Each		\$ 30.00	\$ -
	Other-Banquet Hall Utilities	Day	4	\$ 100.00	\$ 400.00
	Total Other Fees				\$ 400.00
ORIGINAL CONTRACT SUM					\$ 400.00
DEPOSIT	Non-Refundable = Percent of Original Contract Sum	1		20%	\$ 80.00
BALANCE	To Be Adjusted for Additional Services, If Applicable	2		80%	\$ 320.00
DAMAGES DEPOSIT	Refundable = Percent of Facilities Rental	3		20%	\$ -
PARKING SURCHARGE	One-Third of Parking Fees Collected by Licensee	4			
1. Due at the Time the License Agreement is Signed by the Licensee					
2. Due 30 Days Prior to Commencement of the Event					
3. Due One Day Prior to Commencement of the Event					
4. Due upon Event Conclusion					



Travis County Commissioners Court Agenda Request

Meeting Date: January 9, 2013

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 the following related to the Tier One environmental clearance for Travis County's Community Development Block Grant Owner Occupied Home Rehabilitation Program with funding provided by HUD:

- A. Receive comments provided during the public comment period;
- B. Certify the results of the environmental review; and
- C. Authorize submission to the HUD; San Antonio Field Office, Region VI.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Every project must go through the appropriate level of environmental review as required by HUD. The level of environmental review is attributed to the nature of each project and its potential impact on the environment.

Responsible Entities (RE) that receive assistance directly from HUD must assume responsibility for the environmental reviews, decision-making and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of NEPA, as specified in §58.5 and §58.6. REs assume this responsibility through the execution of a grant agreement with HUD and/or a legally binding document such as the certification contained on form HUD-7015.15, Request for Release of Funds (RROF), which certifies the RE's assumption of environmental responsibilities.

The Travis County CDBG Owner Occupied Home Rehabilitation program's purpose is to improve the quality of housing stock in the CDBG service area for low to moderate income owner occupied houses. This project will fund minor home repair services for low and moderate income homeowners in the unincorporated areas of Travis County and the Village

of Webberville, 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 deferred loan is forgiven at a pro-rata rate of 20% for each year of home ownership. Examples of potential improvements include, but are not limited to: foundation repair, roofing, flooring, electrical, plumbing, accessibility modifications, connection of houses to long-term viable sources of water (not part of a stand-alone infrastructure project), weatherization, noise attenuation, septic tank repairs and installation, and related engineering or design for improvements.

These funds are targeted toward homeowners at or below 80% MFI in the CDBG service area. This project will be administered by a nonprofit, designated as a subrecipient, identified through a formal application. Additionally, some of the allocation will partially fund a CDBG Planner position to complete environmental paperwork, final inspections and sign off, and any other needed project delivery related costs.

The appropriate level of environmental review is Categorically Excluded Activity Subject to §58.5 means that the activity is categorically excluded from NEPA requirements, however, the grantee must nevertheless demonstrate compliance with the laws, authorities, and Executive Orders listed in 58.5.

Home Rehabilitation falls under this category of environmental review because the following conditions are met:

- Only residential properties with one to four units will be rehabilitated;
- The density is not increased beyond four units;
- The land use is not changed; and
- If the building is located in a floodplain or in a wetland, the footprint of the building is not increased.

The CDBG Office has chosen to tier its environmental review of the housing rehabilitation program. According to 24 CFR Part 58, a responsible entity may tier its environmental review and assessments to eliminate the repetitive discussions of the same issues at subsequent levels of review. Due to the nature of this program, specific sites will require additional review based on their location within the CDBG service area. Tiering is appropriate in this case when there is a

requirement to evaluate a policy or proposal early in the stages of development or when site specific analysis of mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date. Site specific reviews will contain information on Historic Properties, Floodplain Management, Noise Control and Abatement, Explosive and Flammable Operations, Airport Hazards and Contamination and Toxic Substances.

: **Certifying Officer**

- The Certifying Officer represents the Responsible Entity (RE) , and serves as the “responsible Federal official,” who has the legal capacity to carry out the responsibilities of §58.13, and is authorized to certify Request for Release Of Funds (RROF) and represent the RE in federal court.
- The Certifying Officer for a State is the Governor. The Certifying Officer for a city is the Mayor or City Manager. The Certifying Officer for a county (or equivalent) is the highest elected official.

On December 18, 2012, the Travis County Commissioners Court received the report and approved postings to notify the public of same. On December 19, legal notices were posted on the Travis County website, the seven Travis County Community Centers, Commissioners Court Members Offices, 700 Lavaca, Ned Granger building, and notices were mailed or emailed to neighborhood associations, school districts and other interested parties to notify the public of the County’s 10 day comment period regarding the result of the Tier One Travis County Owner Occupied Home Rehabilitation Project’s environmental review and HUD’s 15 day comment period to allow the release of funds. HUD’s comment period is anticipated to begin on or about January 9.

STAFF RECOMMENDATIONS:

- A. The County’s comment period ran from December 20, 2012 – January 3, 2013, however, no comments or objections have been received. Please note we extended the posting by three days to offset the three days the County was closed over the holidays. As of January 1st, a couple of phone calls were received requesting

clarification of the notice, however, no comments have been received. If any comments are received by the end of the comment period on January 3rd, staff will update the memo prior to the Commissioners Court's meeting on January 8th.

- B. Staff recommends the County Judge certify the results of the environmental document as the Certifying Official. Please see the report attached.
- C. Submission to the HUD San Antonio Field Office is required so that the County may receive release of funds and move through the second 15 day comment period overseen by HUD. The certifying official must sign the attached HUD form 7015.15 to request the release of funds. Staff anticipates the release of funds for the project on or about January 24, 2013.

ISSUES AND OPPORTUNITIES:

Completing this process allows the County to contractually obligate funds at the end of January to a subrecipient yet to be identified.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

County Attorney

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s)	5. Name and address of responsible entity	
6. For information about this request, contact (name & phone number)		
8. HUD or State Agency and office unit to receive request	7. Name and address of recipient (if different than responsible entity)	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
--	--

11. Program Activity/Project Description

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer
X	Date signed
Address of Certifying Officer	

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Travis County CDBG Owner Occupied Home Rehabilitation Program

Environmental Review Record Tier One & Site Specific Determination Plan

Categorical Exclusion Subject to 24 CFR Part 58.5

December 18, 2012

Prepared by Travis County Health and Human Services & Veterans Service,
CDBG Office

Purpose

The purpose of the environmental review process is to analyze the effect a proposed project will have on the people and the natural environment within a designated project area, and the effect the material and social environment may have on a project.

Grantees who receive CDBG funds must complete an environmental review of all project activities prior to obligating CDBG funds.

The four environmental classifications are: Exempt Activities, Categorically Excluded Activities, Activities Requiring an Environment Assessment, or Activities Requiring an Environmental Impact Statement.

Categorically Excluded Activities

A Categorically Excluded Activity Subject to §58.5 means that the activity is categorically excluded from NEPA requirements, however, the grantee must nevertheless demonstrate compliance with the laws, authorities, and Executive Orders listed in 58.5.

Home Rehabilitation falls under this category of environmental review because the following conditions are met:

- Only residential properties with one to four units will be rehabilitated;
- The density is not increased beyond four units;
- The land use is not changed; and
- If the building is located in a floodplain or in a wetland, the footprint of the building is not increased.

Tiering

Under 24 CFR Part 58, it is stated that a responsible entity may tier its environmental reviews and assessments to eliminate repetitive discussions of the same issues at subsequent levels of review. Tiering is appropriate when there is a requirement to evaluate a policy or proposal in the early stages of development or when site specific analysis or mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date.

Project Purpose, Name & Description

The project purpose is to improve the quality of housing stock in the CDBG service area for low to moderate income owner occupied houses.

The project is the Travis County CDBG Owner Occupied Home Rehabilitation Project.

This project will fund minor home repair services for low and moderate income homeowners in the unincorporated areas of Travis County and the Village of Webberville, 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 deferred loan is forgiven at a pro-rata rate of 20% for each year of home ownership. Examples of potential improvements include, but are not limited to: foundation repair, roofing, flooring, electrical, plumbing, accessibility modifications, connection of houses to long-term viable sources of water (not part of a stand-alone infrastructure project), weatherization, noise attenuation, septic tank repairs and installation, and related engineering or design for improvements.

These funds are targeted toward homeowners at or below 80% MFI in the CDBG service area. This project will be administered by a nonprofit, designated as a subrecipient, identified through a formal application. Additionally, some of the allocation will partially fund a CDBG Planner position to complete environmental paperwork, final inspections and sign off, and any other needed project delivery related costs.

Project Funding

This project is fully funded by Community Development Block Grant dollars received from the U.S. Department of Housing and Urban Development (HUD) from several grant years. The breakdown in funding by year is as follows:

Grant Number	Grant Year	Dollar Amount
B-06-UC-48-0503	Program Year 2006	\$423.86
B-08-UC-48-0503	Program Year 2008	\$108,491.68
B-09-UC-48-0503	Program Year 2009	\$192,957.23
B-10-UC-48-0503	Program Year 2010	\$162,199.19
B-11-UC-48-0503	Program Year 2011	\$368,636
B-12-UC-48-0503	Program Year 2012	\$256,024
TOTAL:		\$1,088,731.96

Project Location

This project will be provided throughout the CDBG Service area which includes the unincorporated areas of Travis County and the Village of Webberville. At this time, the Program does not have specific homes approved for rehabilitation; therefore, the County is using a tiering strategy for the environmental review.

Tiering Process

This report includes the first tier of a two-part environmental clearance. Travis County has chosen to tier its environmental review of its housing rehabilitation program. According to 24 CFR Part 58, a responsible entity may tier its environmental review and assessments to eliminate the repetitive discussions of the same issues at subsequent levels of review. Due to the nature of this program, specific sites will require additional review based on their location within the CDBG service area. Tiering is appropriate in this case when there is a requirement to evaluate a policy or proposal early in the stages of development or when site specific analysis of mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date.

Tier One

This report clears the following items from any further review for each home to be rehabilitated:

1. 24 CFR 58.35(b)(2) Wetland Protection [24 CFR 55, Executive Order 11990]
2. 58.35(c) Coastal Zone Management [Coastal Zone Management Act sections 307(c) &(d)]
3. 58.35(d) Sole Source Aquifers [40 CFR 149]
4. 58.35(e) Endangered Species [50 CFR 402]
5. 58.35(f) Wild and Scenic Rivers [36 CFR 297}
6. 58.35(g) Air Quality [CFR parts 6,51,93]
7. 58.35(h) Farmland Protection [7 CFR 658]
8. 58.5(j) Environmental Justice [Executive Order 12898]

Site Specific Determination

The remaining items will be cleared on a site specific basis once the County knows which potential homes will be repaired. The Site Specific Environmental Determination Worksheet and Checklist "Appendix A, Attachment 1" as well as the Compliance Checklist for 24 CFR 58.8 "Appendix A, Attachment 2" will be completed for each address prior to beginning work. The strategy for the site specific determination can be found in Appendix A. The items to be reviewed in this final level of clearance are:

1. 58.5(a) Historic Properties [36 CFR 800]
2. 58.5(b)(1) Floodplain Management [24 CFR 55, Executive Order 119988]
3. 58.35(i)(1) Noise Control and Abatement [24 CFR 51B]
4. 58.35(i)(1) Explosive and Flammable Operations [24 CFR 51C]
5. 58.5(i)(1) Airport Hazards (Runway Clear Zones and Clear Zones/Accident Potential Zones) [24 CFR 51D]
6. 58.5(i)(2)(i) Contamination and Toxic Substances [24 CFR 58.5 (i)(2)]

RE SEAL

RE NAME AND ADDRESS

Statutory Checklist for Compliance with 24 CFR §58.5 – NEPA Related Federal Laws and Authorities

Use this worksheet for projects that are Categorically Excluded Subject to 24 CFR §58.5 listed at 24 CFR §58.35(a) and for projects that require an Environmental Assessment.

Project Name: _____

ERR FILE # _____

Definitions: **A:** The project is in compliance.
 B: The project requires an additional compliance step or action.

Statute, Authority, Executive Order Cited in cited at 24 CFR §58.5	A	B	COMPLIANCE FINDING	SOURCE DOCUMENTATION
1. 58.5(a) Historic Properties [36 CFR 800]				
2. 58.5(b)(1) Floodplain Management [24 CFR 55, Executive Order 11988]				
3. 58.35(b)(2) Wetland Protection [24 CFR 55, Executive Order 11990]				
4. 58.35(c) Coastal Zone Management [Coastal Zone Management Act sections 307(c) & (d)]				
5. 58.35(d) Sole Source Aquifers [40 CFR 149]				
6. 58.35(e) Endangered Species [50 CFR 402]				

7. 58.35(f) Wild and Scenic Rivers [36 CFR 297]				
8. 58.35(g) Air Quality [CFR parts 6, 51, 93]				
9. 58.35(h) Farmland Protection [7 CFR 658]				
10. 58.35(i)(1) Noise Control and Abatement [24 CFR 51B]				
11. 58.35(i)(1) Explosive and Flammable Operations [24 CFR 51C]				
12. 58.5(i)(1) Airport Hazards (Runway Clear Zones and Clear Zones/Accident Potential Zones) [24 CFR 51D]				
13. 58.5(i)(2)(i) Contamination and Toxic Substances [24 CFR 58.5 (i)(2)]				
14. 58.5(j) Environmental Justice [Executive Order 12898]				

DETERMINATION:

- Box “A” has been checked for all authorities.** If Categorically Excluded pursuant to §58.35(a), the project can convert to Exempt, per §58.34(a) (12), since the project does not require any compliance measure (e.g. consultation, mitigation, permit or approval) with respect to any law or authority cited at §58.5. The project is now made Exempt and **funds may be drawn down; OR**
- Box “B” has been checked for one or more authority.** The project cannot convert to Exempt since one or more authority requires compliance, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit. **Complete pertinent compliance requirement(s), publish NOI/RROF, request release of funds (HUD-7105.15), and obtain HUD’s Authority to Use Grant Funds (HUD-7015.16) per §58.70 and §58.71 before committing funds; OR**
- This project may result in a significant environmental impact to the environment and requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

MITIGATION MEASURES AND CONDITIONS FOR PROJECT APPROVAL: *(If Box B is checked, provide details regarding further consultation, mitigation, permit requirements or approvals required to be incorporated into public notices and project requirements such as contracts, grants, loan conditions, etc. as described in Statutory Worksheet.)*

PREPARER:

Preparer’s Signature

Date

Preparer’s Name (printed)

Title (printed)

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature

Date

Authorized Responsible Entity Name (printed)

Title (printed)

Worksheet for Preparing 24 CFR §58.5 Statutory Checklist [Attach to Statutory Checklist]

1. §58.5(a) Historical Properties [36 CFR Part 800]

Historic Properties

- a. Does the project include the type of activity that would have the potential to affect historic properties such as acquisition, demolition, disposition, ground disturbance, new construction or rehabilitation?
 Yes No

If Yes, continue.

If No, the project is not the type of activity that has the potential to affect historic properties. Compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- b. Do the RE and State Historic Preservation Office (SHPO) have a Programmatic Agreement (PA) that does not require consultation for this type of activity?
 Yes No

If Yes, document compliance with the PA. Compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

If No, continue.

- c. Is the project located within or directly adjacent to a historic district?
 Yes No

Unknown at this time. A site specific review will be completed and concurrence of our findings will be requested from the Texas Historical Commission. See tiering procedures for additional information.

- d. Is the structure or surrounding structures listed on or eligible for listing on the National Register of Historic Places (e.g. greater than 45 years old)?
Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

- e. Were any properties of historical, architectural, religious or cultural significance identified in the project's Area of Potential Effect (APE)?
Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If Yes any of the questions above, continue.

If No to all of the questions above, the project will not affect historic properties. A concurrence from the SHPO that "no historic properties will be affected" is

required. Compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- f. Have you consulted with the SHPO to determine whether the project will have “No Adverse Effect on Historic Properties?”

Yes No

Not applicable for the Tier 1 clearance. A site specific review will be completed. See tiering procedures for additional information.

If Yes, continue.

If No, consultation with the SHPO is required.

- g. Does the SHPO concurrence letter received for this project require mitigation or have conditions?

Yes No

Not applicable for the Tier 1 clearance. A site specific review will be completed. See tiering procedures for additional information.

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- h. Have the SHPO and RE agreed on required mitigation or conditions?

Yes No

Not applicable for the Tier 1 clearance. A site specific review will be completed. See tiering procedures for additional information.

If Yes, include mitigation requirements and/or conditions from the SHPO in the mitigation section of the Statutory Checklist. Mark box “B” on the Statutory Checklist for this authority.

If No, continue with consultation until resolved.

Historic properties of religious and cultural significance to tribes and Native Hawaiian organizations

- i. Does the project include the types of activities such as those listed below that have the potential to affect historic properties of religious and cultural significance to tribes?

- Ground disturbance (digging);
- New construction in undeveloped natural areas
- Incongruent visual changes – impairment of the vista or viewshed from an observation point in the natural landscape;

- Incongruent audible changes – increase in noise levels above an acceptable standard in areas known for their quiet, contemplative experience;
- Incongruent atmospheric changes – introduction of lights that create skyglow in an area with a dark night sky;
- Work on a building with significant tribal association;
- Transfer, lease or sale of a historic property of religious and cultural significance.

Yes No

Unknown at this time. Some homes may involve a water service line to a permanent water source or the repair or installation of a septic tank. For those homes where ground will be disturbed, a site specific review will be completed. See tiering procedures for additional information.

If Yes, continue.

If No, tribal consultation is not required.

- j. Does HUD's Tribal Directory Assessment Tool indicate that tribes have an interest in the location where the project is sited?
(http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/tribal)

Yes No

Unknown at this time. Some homes may involve a water service line to a permanent water source or the repair or installation of a septic tank. For those homes where ground will be disturbed, a site specific review will be completed. See tiering procedures for additional information.

If Yes, contact federally recognized tribe(s) and invite consultation. Continue.

If No, document the result in the ERR. Tribal consultation is not required.

- k. Did the tribe(s) respond that they want to be a consulting party?

Yes No

If Yes, continue.

If No, (no response within 30 days or responded that they do not wish to consult), document response or lack of response in ERR. Further consultation is not required.

Not applicable for the Tier 1 clearance. A site specific review will be completed. See tiering procedures for additional information.

- l. After consulting with the tribe(s) and discussing the project, were any properties of religious or cultural significance to the tribe(s) identified in the project's APE?

Yes No

Not applicable for the Tier 1 clearance. A site specific review will be completed. See tiering procedures for additional information.

If Yes, continue.

If No, notify tribe(s) and other consulting parties of your finding of “No Historic Properties Affected.” Tribe(s) has 30 days to object to a finding.

- m.** After consulting with the tribe(s), will the project have an adverse effect on properties of religious or cultural significance to the tribe(s)?

Yes No

Not applicable for the Tier 1 clearance. A site specific review will be completed. See tiering procedures for additional information.

If Yes, consult with tribe(s) and other consulting parties to resolve adverse effects, including considering alternatives and mitigation measures that would avoid or minimize adverse effects.

If No, notify tribe(s) and other consulting parties of your finding of “No Adverse Effects.” Tribe(s) has 30 days to object to a finding.

- n.** Were any objections to a finding received from a consulting tribe?

Yes No

Not applicable for the Tier 1 clearance. A site specific review will be completed. See tiering procedures for additional information.

If Yes, continue with consultation until resolved.

If No, consultation is complete.

Comments:

Cite and attach source documentation: (Correspondence with SHPO/THPO. How determination of “no potential to cause effects” to historic properties was made.)

Information Resources:

National Register of Historic Places:

<http://nrhp.focus.nps.gov/natreghome.do?searchtype=natreghome>

National Conference of State Historic Preservation Officers:

<http://ncshpo.org/>

Map of Currently Recognized THPO's:

<http://www.nathpo.org/map.html>

HUD Tribal Directory Assessment Tool (TDAT):

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/tribal

Section 106 Agreements Database:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/section106

on106

2. §58.5(b) (1) Floodplain Management [24 CFR Part 55]

- a.** Does the project include minor repairs or improvements on up to four dwelling units that do not meet the thresholds for “substantial improvement” under §55.2(b)(8)?

Yes No

The project is minor home repair up to \$24,999, and will not meet thresholds for substantial improvement; however, program guidelines dictate that the program will not repair a home in the 100 year flood plain; therefore, specific site determinations will be made.

If Yes, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

If No, continue.

- b.** Is the project located within (or have an impact on) a 100 year floodplain (Zones A or V) identified by FEMA maps?

Yes No

- c.** Does the project involve a “critical action,” per §55.2(b)(2)(i), located within a 500 year floodplain (Zone B) identified by FEMA maps?

Yes No

Not applicable.

If Yes to (b) or (c), follow HUD’s Floodplain Management Regulations 8-Step decision-making process of §55.20 to comply with 24 CFR Part 55. The 8-Step decision-making process must show that there are no practicable alternatives to locating the project in the floodplain, and if there are no alternatives, define measures to mitigate impacts to floodplains and location of the project in the floodplain. Completion of the 8-Step decision-making process must be completed before the completion of an EA per §55.10(a). See Attachment 1 for an example of the 8-Step decision-making process. The findings of the decision-making process must be included in the ERR and summarized in Part 55 and Part 58 public notices. Mark box “B” on the Statutory Checklist for this authority.

If No to (b) and (c), compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

Comments:

Cite and attach source documentation: (FEMA flood map used to make this finding with the project location marked on the map. Include the community name, map panel number and date of map. As applicable, §55.20 8-Step decision-making process analysis. If FEMA has not published the appropriate flood map, the RE must make a finding based on best available data.)

For more information see:
FEMA Map Service Center:
<http://www.store.msc.fema.gov>

3. §58.5(b) (2) Wetlands Protection (E.O. 11990)

- a. Does the project involve new construction, land use conversion, major rehabilitation, or substantial improvements?
 Yes No

This project includes only minor home rehabilitation.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- b. Is the project within or adjacent to or will it affect wetlands, marshes, wet meadows, mud flats or natural ponds per field observation and maps issued by the US Fish & Wildlife Service (USFWS) or U.S. Army Corps of Engineers (Corps)?
 Yes No

Not applicable.

- c. Are there drainage ways, streams, rivers, or coastlines on or near the site?
 Yes No

Not applicable.

- d. Are there ponds, marshes, bogs, swamps or other wetlands on or near the site?
 Yes No

Not applicable.

- e. Does the project involve new construction and/or filling located within a wetland designated on a USFWS National Wetlands Inventory map?
 Yes No

Not applicable.

If Yes to any of the above, comply with wetlands decision-making process of 24 CFR §55.20. (Use proposed Part 55 published in the Federal Register January 2012 for wetland procedures). Continue.

If No to all of the above, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- f. Will the project require a permit from the Corps under Section 404 of the Clean Water Act and/or will USFWS require wetland mitigation?
 Yes No

Not applicable.

If Yes, ensure this is noted in Part 55 and Part 58 public notices. Include all mitigation measures and permit requirements in the mitigation section of the Statutory Checklist. Compliance with this section is complete. Mark box “B” on the Statutory Checklist for this authority.

If No, compliance with this section is complete. Mark box “B” on the Statutory Checklist for this authority.

Comments:

Cite and attach source documentation: (NWI Map with project location noted in reference to wetlands. §55.20 8/5-Step decision-making process analysis for new construction and/or filling, and any permits received.)

For more information see:

USFWS National Wetlands Inventory – Geospatial Wetlands Digital Data:

<http://www.FWS.gov/wetlands/data/index.html>

Recognizing wetlands:

http://www.usace.army.mil/Portals/2/docs/civilworks/regulatory/techbio/rw_bro.pdf

4. §58.5(c) Coastal Zone Management [Coastal Zone Management Act of 1972, Sections 307(c) & (d)]

- a.** Does the project involve new construction, land use conversion, major rehabilitation, or substantial improvements?
 Yes No

This project is for minor home repair.

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b.** Is the project located within a Coastal Zone as defined in your state Coastal Zone Management (CZM) Plan?
 Yes No

The nearest coastal barrier county is 90 miles south, southeast of Travis County.

If Yes, the State CZM Agency must make a finding that the project is consistent with the approved State CZM Plan. Mark box “B” on the Statutory Checklist for this authority.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

Comments:

Cite and attach source documentation: (Map showing project in relation to the nearest Coastal Zone Management area. If applicable, State's findings.)

For additional information see:

States and Territories Working with NOAA on Ocean and Coastal Zone Management:

<http://coastalmanagement.noaa.gov/mystate/welcome.html>

Texas Coastal Zone Management Program:

<http://www.glo.texas.gov/what-we-do/caring-for-the-coast/grants-funding/cmp/index.html>

Texas Coastal Zone Boundary:

http://www.glo.texas.gov/what-we-do/caring-for-the-coast/_documents/landing-pagefolder/CoastalBoundaryMap.pdf

Louisiana Office of Coastal Management:

<http://dnr.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&pid=85&ngid=5>

Louisiana Coastal Zone Boundary:

<http://dnr.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&pid=88>

5. §58.5(d). Sole Source Aquifers [40 CFR Part 149]

- a. Does the project involve new construction or land use conversion?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- b. Is the project located within a U.S. Environmental Protection Agency (EPA)-designated sole source aquifer watershed area per EPA Ground Water Office?

Yes No

Not applicable.

If Yes, consult with the Water Management Division of EPA to design mitigation measures to avoid contaminating the aquifer and implement appropriate mitigation measures. Include mitigation measures in mitigation section of Statutory Checklist. Mark box "B" on the Statutory Checklist for this authority.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

Comments:

Cite and attach source documentation: (Map showing project in relation to the nearest Sole Source Aquifer.)

For more information see:

Region 6 Sole Source Aquifers: <http://www.epa.gov/region6/water/swp/ssa/maps.htm>

6. §58.5(e) Endangered Species [50 CFR Part 402]

- a.** Does the project involve the type of activities that are likely to have “no effect on endangered species, such as:
- Demolition and construction or placement of a single family residence within a developed lot, and/or any loans or mortgages affiliated with such construction, demolition or placement provided they are not within 750 feet of habitat for federally-listed species or 300 feet of mapped wetlands, wildlife refuges, fish hatcheries, wildlife management areas, or related significant fish and wildlife resources?
 Yes No
 - Rehabilitation or renovation activities associated with existing structures (*e.g.*, houses, buildings), including additional structures attached to or associated with the primary structure, and/or any loans or mortgages affiliated with such rehabilitation or renovation?
 Yes No
 - Acquisition of existing structures (*e.g.*, houses, buildings), including additional structures attached to or associated with the primary structure, and/or any loans or mortgages affiliated with such acquisition.
 Yes No
 - Purchase and placement of playground equipment within existing parks?
 Yes No
 - Resurfacing, repairing, or maintaining existing streets, sidewalks, curbs, trails, parking lots and/or any other existing paved surfaces where additional ground disturbance, outside of the existing surface is not necessary?
 Yes No

If Yes to any of the above, the project is likely to have “No Effect” on federally protected species and critical habitat. Informal consultation with the US Fish and Wildlife Service or the National Marine Fisheries Service (Services) is not necessary. The RE is required to make this finding and include a memorandum to the file supporting the finding (note that this finding should be made by the RE, and not by third party contractors and non-RE grant recipients). Compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

If No to all of the above, continue.

- b.** Does the project constitute a major construction activity (a major Federal action that modifies the physical environment and would normally require the preparation of an EIS)?
 Yes No

Not applicable.

If Yes, formal consultation with the Services is required in accordance with procedural regulations contained in 50 CFR Part 402. Mark box “B” on the Statutory Checklist for this authority.

If No, continue.

- c. Have the Services identified federally protected species or critical habitat within the project area?
 Yes No

Not applicable.

If Yes, continue.

If No, the project is likely to have “No Effect” on federally protected species and critical habitat. Informal consultation with the Services is not necessary.

The RE is required to make this finding and include a memorandum to the file supporting the finding (note that this finding should be made by the RE, and not by third party contractors). Compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- d. If federally protected species or critical habitat have been identified within the project area, has a special study been conducted by a qualified professional to determine the effects of the project on each species and critical habitat?
 Yes No

Not applicable.

If Yes, continue.

If No, a special study should be conducted to determine the effects of the project on federally protected species and critical habitat. Continue.

- e. Has the RE made a determination based on professional findings that the project is “Not Likely to Adversely Affect” any federally protected (listed or proposed) threatened or endangered species (i.e., plants or animals, fish, or invertebrates), nor adversely modify critical habitats?
 Yes No

Not applicable.

If Yes, Service’s concurrence with findings is required. Mark box “B” on the Statutory Checklist for this authority.

If No, continue.

- f. Has the RE determined based on professional findings that the project “May Affect” federally protected (listed or proposed) threatened or endangered species (i.e., plants or animals, fish, or invertebrates), or adversely modify critical habitats?
 Yes No

Not applicable.

If Yes, formal consultation is required with the Services, in accordance with procedural regulations contained in 50 CFR Part 402, which mandates formal consultation in order to preserve the species. Mark box “B” on the Statutory Checklist for this authority.

If No, contact your FEO for assistance in determining impacts to federally protected species and critical habitat.

Comments:

Cite and attach source documentation: (Memorandum to the file by the RE supporting the finding of “No Effect.” Concurrence memo from one or both of the Services for a finding of “Not Likely to Adversely Affect.” Biological Opinion from one or both of the Services for a finding of “May Affect.”)

For additional information see:

(The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.* as amended: particularly Section 7 (b) and (c). 50 CFR 402).

USFWS ESA Species Search:

<http://www.FWS.gov/endangered/species/index.html>

NMFS ESA Species Search:

<http://www.nmfs.noaa.gov/pr/species/esa/>

USFWS Critical Habitat Maps:

<http://crithab.FWS.gov/>

NMFS Critical Habitat Maps:

<http://www.nmfs.noaa.gov/pr/species/criticalhabitat.htm>

Endangered Species Consultation Handbook:

http://www.nmfs.noaa.gov/pr/pdfs/laws/esa_section7_handbook.pdf

7. §58.5(f) Wild and Scenic Rivers [36 CFR Part 297]

- a.** Does the project involve new construction, land use conversion, major rehabilitation, or substantial improvements?

Yes No

The project is for minor home repair.

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b.** Is the project is located within one (1) mile of a designated Wild & Scenic River, or river being studied as a potential component of the Wild & Scenic River system?

Yes No

The closest wild and scenic river is approximately 320 miles from Travis County.

If Yes, determination from the National Park Service (NPS) must be obtained, with a finding that the project will not have a direct and adverse effect on the river nor invade or diminish values associated with such rivers. For NRI Rivers,

consultation with NPS is recommended to identify and eliminate direct and adverse effects. Mark box "B" on the Statutory Checklist for this authority. **If No**, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

Comments:

Cite and attach source documentation: (Maps noting project location and showing proximity to protected rivers. Relevant determinations or results of consultation.)

For further information see:

National Park Service:

<http://www.rivers.gov/wildriverslist.html>

<http://www.rivers.gov/study.html>

National River Inventory (NRI) listed rivers: <http://www.nps.gov/ncrc/programs/rtca/nri/>

8. §58.5(g) Air Quality [40 CFR Parts 6, 51, 61 and 93]

- a. Does the project involve demolition or renovation of buildings likely to contain asbestos containing materials?

Yes No

This project is for minor home rehabilitation.

If Yes, ensure the project is in compliance with EPA's Asbestos regulations found at 40 CFR Part 61 (NESHAP) and all State and local regulations. Continue.

If No, continue.

- b. Does the project involve, for five or more dwelling units, acquisition of undeveloped land, a change of land use, demolition, major rehabilitation, or new construction?

Yes No

This project is for minor home rehabilitation.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- c. Is the project located in a Non-Attainment area?

Yes No

Not applicable.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- d. Is the project consistent with the air quality State Implementation Plan (SIP)?

Yes No

Not applicable.

If **Yes**, obtain letter of consistency showing that the project is consistent with the SIP. Compliance is complete. Mark box "B" on the Statutory Checklist for this authority.

If **No**, continue.

- e. Has EPA determined that the proposed activity is one that requires a permit under the SIP?

Yes No

Not applicable.

If **Yes**, continue.

If **No**, compliance is complete. Mark box "B" on the Statutory Checklist for this authority.

- f. Will project exceed any of the *de minimis* emissions levels of all non-attainment and maintenance level pollutants or exceed the screening level established by the state or air quality management district?

Yes No

Not applicable.

If **Yes**, continue.

If **No**, compliance with this section is complete. Mark box "B" on the Statutory Checklist for this authority. Attach all documents used to make your determination (See Conformity determination thresholds at 40 CFR 93.153(b) Include engineering/construction assessments of emissions during construction and operating phases).

- g. Can project be brought into compliance through mitigation?

Yes No

Not applicable.

If **Yes**, list mitigation measures required to achieve conformance with SIP in the mitigation section of the Statutory Checklist. Mark box "B" on the Statutory Checklist for this authority.

If **No**, Federal assistance may not be used at this location.

Comments:

Cite and attach source documentation: (Letter of consistency with SIP, assessment of emissions, air permits received, mitigation measures taken, etc.)

For further information see:

The Green Book Nonattainment Areas for Criteria Pollutants:

<http://www.epa.gov/oar/oaqps/greenbk/>

Region 6 Air State Implementation Plans:

<http://www.epa.gov/region6/6pd/air/pd-1/sip.htm>

9. §58.5(h) Farmlands Protection [7 CFR Part 658]

- a. Does the project involve acquisition of undeveloped land, conversion of undeveloped land, new construction or site clearance?

Yes No

The project is minor home rehabilitation.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- b. Is project located in an area committed (zoned) to urban uses?

Yes No

Not applicable.

If Yes, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

If No, continue.

- c. Does the project site include prime or unique farmland, or other farmland of statewide or local importance as identified by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) (formerly the Soil Conservation Service)?

Yes No

Not applicable.

If Yes, request evaluation of land type from the NRCS using Form AD-1006, an consider the resulting rating in deciding whether to approve the proposal, as well as mitigation measures (including measures to prevent adverse effects on adjacent farmlands). Mark box "B" on the Statutory Checklist for this authority. Include mitigation measures in the mitigation section of the Statutory Checklist.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

Comments:

Cite and attach source documentation: (Zoning map with project location noted. Form AD-1006 from NRCS.)

For additional information see:

NRCS Soil Maps:

<http://websoilsurvey.nrcs.usda.gov/app/>

Form AD-1006 and instructions:

http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1045394.pdf

Farmland Protection Policy Act

http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/programs/alphabetical/fppa/?&cid=nr cs143_008275

10. §58.5(i) (1) Noise Abatement and Control [24 CFR Part 51B]

- a.** Does the project involve a noise sensitive use such as a residential structure, school, hospital, nursing home, library, etc.?
 Yes No

st

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- b.** Is the project located within:
- 15 miles of a civilian or military airfield with more than 9,000 carrier operations annually;
 Yes No
 - 1000 feet of a major highway or busy road;
 Yes No
 - within 3000 feet of a railroad.
 Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If Yes to any the above, complete a noise calculation assessment. Use adopted DNL contours if the noise source is an airport. Continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- c.** Do noise calculations or airport noise contour maps indicate noise levels above 65dB (outside)?
 Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- d.** Do noise calculations or airport noise contour maps indicate noise levels above 75dB (outside)?

Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If No, for projects in the normally unacceptable zone (65dB – 75dB), noise attenuation measures are strongly encouraged for rehabilitation and required for new construction to reduce noise levels to below 65dB (outside). Mark box “B” on the Statutory Checklist for this authority. List all attenuation measures in the mitigation section of the Statutory Checklist.

If Yes, HUD assistance for the construction of new noise sensitive uses is generally prohibited for projects with unacceptable noise exposure (>75dB). Noise attenuation measures are strongly encouraged for rehabilitation projects with unacceptable noise exposure to reduce noise levels to below 65dB (outside). Mark box “B” on the Statutory Checklist for this authority. List all attenuation measures in the mitigation section of the Statutory Checklist.

Comments:

Cite and attach source documentation: (Maps with project location indicating distance from noise sources. DNL calculations and/or NAG worksheets.)

For more information see:

HUD noise guidebook:

<http://www.hud.gov/offices/cpd/environment/review/noise.cfm>

<http://www.hud.gov/offices/cpd/environment/dnlcalculator.cfm>

<http://www.hud.gov/offices/cpd/environment/mitigation.cfm>

<http://portal.hud.gov/hudstracat/noiseCalcEntry.jsp>

FAA:

http://www.faa.gov/airports/planning_capacity/npias/reports/

11. §58.5(i) (1) Explosive and Flammable Operations [24 CFR 51C]

- a. Does the project involve development, construction, rehabilitation, modernization or land use conversion of a property intended for residential, institutional, recreational, commercial, or industrial use?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b. Was a field observation performed by a qualified environmental professional which documents that there are above ground storage tanks within line of site of the project?

Yes No

- c. Is the project site within 1 mile of current or planned stationary aboveground storage tanks of more than 100 gallon capacity, containing common liquid

industrial fuels OR of any capacity, containing hazardous liquids or gases, that are not liquid industrial fuels?

Yes No

- d. Are industrial facilities handling explosive or fire-prone materials such as liquid propane, gasoline or other storage tanks adjacent to or visible from the project site?

Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If Yes to any of the above, use HUD Hazards Guide to calculate an Acceptable Separation Distance to comply with 24 CFR Part 51, Subpart C. Continue.

If No to all of the above, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- e. Is the project located at an Acceptable Separation Distance from any aboveground explosive or flammable fuels or chemicals containers as calculated above?

Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If Yes, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

If No, continue.

- f. Can mitigation measures, such as construction of a barrier of adequate size and strength, reduce the blast overpressure or thermal radiation hazard to protect the project (per 24 CFR §51.205)?

Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If Yes, Mark box “B” on the Statutory Checklist for this authority. List all mitigation measures in the mitigation section of the Statutory Checklist.

If No, HUD assistance cannot be used for this project.

Comments:

Cite and attach source documentation: (Maps with project location noted showing distance from explosives and flammable operations. ASD calculations/worksheet.)

For additional information see:

HUD Guidance on Siting Projects near Explosive and Flammable Facilities:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/explosive

12. §58.5(i) (1) Airport Hazards [24 CFR 51D]

- a.** Will the project use HUD assistance, subsidy or insurance for construction; land development; community development or redevelopment; substantial modernization and rehabilitation which prolongs the physical or economic life of existing facilities; provide facilities and services which make land available for construction; change the use of a facility; increase the density or number of people at the site?
 Yes No

If **Yes**, continue.

If **No**, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b.** Is the property within 2,500 feet of a civilian airport, the Runway Clear Zone (RCZ)?
 Yes No

- c.** Is the project is within 15,000 feet of a military airfield, the Clear Zone (CZ) or Accident Potential Zone (APZ)?
 Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If **Yes** to either of the above questions, request a written finding from the airport operator stating whether or not the project is located in a RCZ, CZ or APZ. Continue.

If **No** to both of the above questions, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- d.** If the project is within 15,000 feet of a military airfield or within 2,500 feet of a civilian airport, did your written confirmation from the airport operator confirm that the project is located in a RCZ, CZ or APZ?
 Yes No

Not applicable for the Tier 1 clearance. A site specific review will be completed. See tiering procedures for additional information.

If **Yes**, continue.

If **No**, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- e. If the project is located in a military airfield APZ, is the project consistent with the Land Use Compatibility Guidelines for Accident Potential Zones (32 CFR Part 256, DOD Instruction 4165.57).
 Yes No

Not applicable for the Tier 1 clearance. A site specific review will be completed. See tiering procedures for additional information.

If Yes, attach copy of written assurance from airport operator. Mark box "B" on the Statutory Checklist for this authority.

If No, HUD funds may not be used for this project.

- f. If the project is in a RCZ/CZ will the project be frequently used or occupied by people?
 Yes No

Not applicable for the Tier 1 clearance. A site specific review will be completed. See tiering procedures for additional information.

If Yes, HUD funds may not be used for this project.

If No, continue.

- g. If the project will not frequently be used by people, has the airport operator provided a written statement that there are no plans to purchase the land involved with such facilities as part of an RCZ/CZ acquisition program?
 Yes No

Not applicable. All sites will house people on a daily basis.

If Yes, attach copy of written assurance from airport operator. Mark box "B" on the Statutory Checklist for this authority.

If No, HUD funds may not be used for this project.

Comments:

Cite and attach source documentation: (Map with project location noted showing the distance from civilian airports and/or military airfields. Written confirmation from airport operating stating whether or not project is located in a RCZ, CZ or APZ. Written assurance from airport operator on purchase of property.)

For further information see:

Airport Information: <http://www.airnav.com/airports/>

HUD Airport Hazards Q&A:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/qa/airport

13. §58.5(i) (2) Contamination and Toxic Substances

a. Is the property located within the search distances of any of the types of environmental contamination sources?

Standard Environmental Record Sources	Approximate Minimum Search Distance (mi)	Yes	No
Federal NPL Site List	1	<input type="checkbox"/>	<input type="checkbox"/>
Federal Delisted NPL Site List	0.5		
Federal CERCLIS List	0.5		
Federal CERCLIS NFRAP Site List	0.5		
Federal RCRA CORRACTS Facilities List	1		
Federal RCRA Non-CORRACTS TSD Facilities List	0.5		
Federal RCRA Generators List	Property/Adjoining Properties		
Federal Institutional Control/Engineering Control Registries	Property Only		
Federal ERNS List	Property Only		
State- and Tribal-Equivalent NPL	1		
State- and Tribal-Equivalent CERCLIS	0.5		
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5		
State and Tribal Leaking Storage Tank Lists	0.5		
State and Tribal Registered Storage Tank Lists	Property/Adjoining Properties		
State and Tribal Institutional Control/Engineering Control Registries	Property Only		
State and Tribal Voluntary Cleanup Sites	0.5		
State and Trial Brownfield Sites	0.5		

b. Did a visual inspection of the site show the following?

	Yes	No
Distressed vegetation		
Vent or Fill Pipes		
Storage Oil Tanks or Questionable Containers		
Pits, Ponds or Lagoons		

	Yes	No

Stained Soil or Pavement (other than water stains)		
Pungent, Foul or Noxious Odors		
Dumped Material or Soil, Mounds of Dirt, Rubble, Fill, etc.		

c. Has the property ever been used for any of the following types of uses?

	Yes	No		Yes	No
Gas Station			Vehicle Repair Shop		
Car Dealership			Auto Garage		
Depot			Commercial Printing Facility		
Industrial or commercial warehouses			Dry Cleaners		
Photo Developing Laboratory			Hospital		
Junkyard or landfill			Agricultural/Farming Operations		
Tannery			Live stock Operations		

d. Does the project have an underground storage tank other than a residential fuel tank, or known or suspected to be contaminated by toxic chemicals or radioactive materials?

Yes No

e. Is the project site near an industry disposing of chemicals or hazardous wastes?

Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If No to all of the above, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

If Yes to any of the above, a qualified environmental professional must undertake investigations necessary to ensure that the project is free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances such that there is no hazard which could affect the health and safety of occupants or conflict with the intended utilization of the property. Continue.

- f. Could nearby toxic, hazardous or radioactive substances affect the health and safety of project occupants or conflict with the intended use of the property?
 Yes No
- g. Are there unresolved concerns that could lead to the RE being determined to be a Potentially Responsible Party (PRP)?
 Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If Yes, continue.

If No, provide written documentation from a qualified environmental professional which documents that identified potential sources of contamination does not pose a hazard which would restrict the intended uses of the property or to the occupants.

- h. Was an ASTM Phase I Environmental Site Assessment (ESA) report completed for this project? (Note: HUD regulations do not require an ASTM Phase I ESA report for single family homes of 1-4 units. An ASTM Phase I ESA report is required for multifamily (5 or more units) and/or Non-residential properties.)
 Yes No
- i. Did the ASTM Phase I ESA or other documentation uncover any Recognized Environmental Conditions (RECs) or recommend a Phase II, special/specific Phase II, or recommend Phase III environmental site assessments?
 Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- j. Do ESAs or other documentation conclude that nearby toxic, hazardous or radioactive substances could affect the health and safety of project occupants or conflict with the intended use of the property?
 Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If Yes, continue below.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- k. Did any of the ESA reports or other documentation identify the need to mitigate the environmental condition by removing, stabilizing or encapsulating the toxic substances in accordance with the requirements of the appropriate Federal, state or local oversight agency?
 Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- l. Can all adverse environmental conditions identified in any of the ESAs or other documentation be mitigated?
 Yes No

Unknown at this time. A site specific review will be completed. See tiering procedures for additional information.

If Yes, compliance with this section is complete. List specific remedial actions or mitigations in the mitigation section of the Statutory Checklist, according to the requirements of the appropriate Federal, state, or local oversight agency. Mark box "B" on the Statutory Checklist for this authority.

If No, HUD cannot provide assistance for the project at this site.

Comments:

Cite and attach source documentation: (Maps showing project distance to contaminated sites. Phase I (ASTM) Report. All ESAs and mitigation plans performed for this project.)

For additional information see:

HUD Information on Hazardous, Toxic or Radioactive Substances

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/hazardous

EPA Envirofacts Data:

<http://www.epa.gov/enviro/>

EPA Toxic Release Inventory (TRI):

http://www.epa.gov/enviro/html/toxic_releases.html

EPA Maps:

<http://www.epa.gov/emefdata/em4ef.home>

EPA CERCLIS/NPL – Superfund database:

<http://www.epa.gov/superfund/sites/query/basic.htm>

ATSDR "ToxFAQs" summaries about hazardous substances:

<http://www.atsdr.cdc.gov/toxfaqs/index.asp>

Right-To-Know Network: <http://www.rtknet.org/>

14. §58.5(j) Environmental Justice (E.O. 12898)

- a. Is the project located in or designed to serve a predominantly minority and low-income neighborhood?
 Yes No

The project is available in the unincorporated areas of Travis County and the Village of Webberville. It is not targeted to any particular neighborhood; however the project is intended to assist homeowners living at or below 80% of the Area Median Family Income.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

If Yes, continue.

- b. Would there be an adverse environmental impact caused by the proposed action, or would the proposed action be subject to an existing adverse environmental impact?
 Yes No

Not Applicable.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

If Yes, perform an Environmental Justice (EJ) analysis using census, geographic and other data to determine if a low-income/minority population is disproportionately impacted. Continue.

- c. Will the adverse environmental impact of the proposed action disproportionately impact minority and low-income populations relative to the community-at-large?
 Yes No

Not Applicable.

If No, compliance with this section is complete. Document the determination of no disproportionate impacts. Mark box “A” on the Statutory Checklist for this authority.

If Yes, Mitigation or avoidance of adverse impacts must be considered to the extent practicable; and, public participation processes must involve the affected population(s) in the decision-making process. Continue.

- d. Has the mitigation plan been approved by the RE and the impacted community?
 Yes No

Not Applicable.

If Yes, compliance with this section is complete. Include mitigation plan in the mitigation section of the Statutory Checklist. Mark box “B” on the Statutory Checklist for this authority.

If No, Project cannot move forward until EJ issue is mitigated to the satisfactory of the RE and impacted community.

Comments:

Cite and attach source documentation: (Mapping of low-income and minority populations in the vicinity of the project site. EJ analysis. Mitigation Plan.)

For additional information see:

EJ maps & analysis, by location:

<http://www.scorecard.org/community/ej-index.tcl>

EPA’s “EJ View” Tool provides information relevant to EJ assessments:

<http://epamap14.epa.gov/ejmap/entry.html>

Census data and maps also avail-able at:

<http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml>

Tract-level data on race & income:

<http://www.ffiec.gov/geocode>

RE SEAL

RE NAME AND ADDRESS

Compliance Checklist for 24 CFR §58.6, Other Requirements

Complete for all projects, including Exempt (§58.34), Categorically Excluded Subject to §58.5 [§58.35(a)], Categorically Excluded Not Subject to §58.5 [§58.35(b)] and Projects Requiring Environmental Assessments (§58.36)

Project Name: _____

ERR FILE # _____

1. §58.6(a) and (b) Flood Disaster Protection Act of 1973, as amended; national Flood Insurance Reform Act of 1994

- a. Does the project involve new construction, major rehabilitation, minor rehabilitation, improvements, acquisition, management, new loans, loan refinancing or mortgage insurance?
 Yes No

If No, compliance with this section is complete.
If Yes, continue.

- b. Is the project located in a FEMA identified Special Flood Hazard Area?
 Yes No

If No, compliance with this section is complete.
If Yes, continue.

- c. Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
 Yes No

If Yes, Flood Insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.
If No, Federal assistance may not be used in the Special Flood Hazards Area.

Cite and attach source documentation: (Documentation should include a FEMA Flood Map showing project location in reference to flood zone designation. If flood map is not available, use best available information.)

For additional information see:

FEMA Map Service Center: <http://www.store.msc.fema.gov>

NFIP Community Status Book: www.fema.gov/fema/csb.shtm

2. §58.6(c) Coastal Barrier Improvement Act, as amended by the Coastal Barriers Improvement Act of 1990 (16 U.S.C. 3501)

- a. Does the project involve new construction, conversion of land uses, major rehabilitation, minor rehabilitation of existing structure, or acquisition of undeveloped land?

Yes No

If No, compliance with this section is complete.

If Yes, continue below.

- b. Is the project located in a coastal barrier resource area?

Yes No

If No, compliance with this section is complete.

If Yes, Federal assistance may not be used in such an area.

Cite and attach source documentation: (Documentation should include map (e.g. Google Earth) noting project distance from Coastal Barrier Resources.) For more information see: CBRS maps on US FWS and FEMA websites:

<http://www.FWS.gov/CBRA>

<http://www.FWS.gov/CBRA/Maps/index.html>

3. §58.6(d) Runway Clear Zones and Clear Zones [24 CFR §51.303(a) (3)]

- a. Does the project involve the sale or purchase of existing property?

Yes No

If No, compliance with this section is complete.

If Yes, continue below.

- b. Is the project located within 2,500 feet of the end of a civil airport runway (Civil Airport's Runway Clear Zone) or within 15,000 feet of the end of a military runway (Military Airfield's Clear Zone)?

Yes No

If No, compliance with this section is complete.

If Yes, Notice must be provided to buyer. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

Cite and attach source document (Map indicating project site in proximity to end of runway):

For more information see:

Airport Information: <http://www.airnav.com/airports/>

HUD Airport Hazards Q&A:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/qa/airport

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature

Date

Authorized Responsible Entity Name (printed)

Title (printed)

Appendix A: Site Specific Environmental Determination Strategy

Appendix A Site Specific Determination Strategy

Travis County has chosen to tier its environmental review of its housing rehabilitation programs. According to 24 CFR Part 58, a responsible entity may tier its environmental review and assessments to eliminate the repetitive discussions of the same issues at subsequent levels of review. Due to the nature of this program, specific sites will require additional review based on their location within the unincorporated areas of the county. Tiering is appropriate in this case when there is a requirement to evaluate a policy or proposal early in the stages of development or when site specific analysis of mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date.

The following section will discuss in detail how each site (once chosen) will comply with laws outlined by HUD and required under 24 CFR 58.5 for home rehabilitation and related improvement activities.

Historic Preservation

According to Section 106 of the National Historic Preservation Act (NHPA) of 1966 (16 U.S.C. 470 et seq.), Federal agencies are required to assess the effects of their undertakings on historic sites. This action affords the Advisory Council on Historic Preservation a reasonable opportunity to comment on the project's impact. In the event that sites fall under this law, Travis County staff will adhere to the following guidelines.

1. At each site, Travis County will determine whether the project could affect historic properties by taking pictures and completing the worksheet (Appendix A, Attachment 1) and appropriate supporting documentation. According to Section 106, historic properties as they pertain to federal undertakings include any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register of Historic Places.

- 2a. In the case that a home rehabilitation has the potential to affect a historic property, Travis County must consult with the State Historic Preservation Officer (SHPO) with the Texas Historical Commission to request a formal determination of eligibility for the National Register of Historic Places from the Texas Historical Commission. The request will include a photographic survey of the property and surrounding neighborhood, a county map with the property's geographic location, and a description of the type of work that is being considered. If the Texas Historical Commission agrees with the determination of the property as historic, it will develop a memorandum of agreement to assess possible adverse effects on the historic property based on the Secretary of the Interior's standards for rehabilitation. The memorandum of agreement outlines agreed-upon measures that the County will take to ensure the avoidance, mitigation and/or minimization of the adverse effects on historic properties.

- 2b. In the event that Travis County determines that no historic properties are present or potentially affected, it shall provide documentation to the Texas Historical Commission which grants a thirty day time-period for any objection to be raised. If the Texas Historical Commission has no objection, Travis County will proceed without any further Section 106 obligations.

Floodplain Management

Executive Order 11988, "Floodplain Management," requires Federal agencies to avoid actions, to the extent practicable that will result in the location of facilities in floodplains and/or affect floodplain values. HUD regulations for protecting floodplains (*24 CFR Part 55 Floodplain Management*) restrict financial support for projects located within the designated 100-year floodplain, unless it can be demonstrated that there are no practicable alternatives outside of the floodplain. No practical alternatives means that the agency cannot; (a) avoid to the extent possible long and short term adverse impacts associated with the occupancy and modification of floodplains, and (b) avoid direct development within or modification of floodplains, wherever there is a practical alternative.

For each specific property, documentation will be provided to including a map of the FEMA panel and site location and provide a determination of whether or not the site is located in a 100 year flood plain. If so, the site will be denied assistance for the project due to project specific guidelines that restrict the repairs to houses in the flood plain. While the County may go through a lengthy process to allow for repairs in the flood plain including requiring flood insurance, the Program has decided to not to do so.

Noise

Activities may be located in areas with a day-night average sound level with cannot exceed 65 decibels or an unacceptable noise level. Staff will complete the Appendix A, Attachment 1 and required documentation.

Sites that appear to exceed the acceptable noise levels will be required under HUD regulations to consider noise attenuation measures. For a project where all activities are located in noise exposed areas, noise attenuation features will be encourages to be conducted through alterations such as insulation, double pane windows instead of single pane window, weather-stripping on doors, removing mail slots, or replacing a solid wood door with an insulated steel door.

Construction activities must conform to International Residential Code, energy conservation measures, safety measures and acceptable building practices.

Airport/ Runway Clear Zones

Determination of whether the activity is located at the end of a runway must occur. HUD does not fund new construction in a Clear Zone. However, due to the nature of this home rehabilitation project, no new construction will be created.

Toxic Chemicals and Radioactive Material

All properties where activities will occur must be free of hazardous materials, contamination, toxic chemicals, and gasses and radioactive substances according to HUD guidelines, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.

Travis County staff will make a determination if the property is free of hazardous materials, contamination, toxic chemicals and gases and radioactive substances at the time that the property is inspected, and complete Attachment 1.

Explosive and Flammable Operations

All properties where activities occur will be at an Acceptable Separation Distance from industrial facilities handling explosive or fire-prone materials, planned or stationary above ground storage tanks of more than 100 gallon capacity containing common industrial fuel or of any capacity containing hazardous liquids or gases that are not liquid industrial fuels.

Travis County staff will identify if any such facilities or tanks are within proximity, complete the Site Specific Checklist and make a determination if the property is at an Acceptable Separation Distance.

Appendix A, Attachment 1

Site Specific Environmental Determination Worksheet Travis County Owner Occupied Home Rehabilitation Worksheet

Address: _____

1. §58.5(a) Historical Properties [36 CFR Part 800]

Historic Properties

- a. Does the project include the type of activity that would have the potential to affect historic properties such as acquisition, demolition, disposition, ground disturbance, new construction or rehabilitation?

Yes No

If Yes, continue.

If No, the project is not the type of activity that has the potential to affect historic properties. Compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- b. Do the RE and State Historic Preservation Office (SHPO) have a Programmatic Agreement (PA) that does not require consultation for this type of activity?

Yes No

If Yes, document compliance with the PA. Compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

If No, continue.

- c. Is the project located within or directly adjacent to a historic district?

Yes No

- d. Is the structure or surrounding structures listed on or eligible for listing on the National Register of Historic Places (e.g. greater than 45 years old)?

Yes No

- e. Were any properties of historical, architectural, religious or cultural significance identified in the project's Area of Potential Effect (APE)?

Yes No

If Yes any of the questions above, continue.

If No to all of the questions above, the project will not affect historic properties. A concurrence from the SHPO that "no historic properties will be affected" is

required. Compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- f. Have you consulted with the SHPO to determine whether the project will have "No Adverse Effect on Historic Properties?"

Yes No

If Yes, continue.

If No, consultation with the SHPO is required.

- g. Does the SHPO concurrence letter received for this project require mitigation or have conditions?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- h. Have the SHPO and RE agreed on required mitigation or conditions?

Yes No

If Yes, include mitigation requirements and/or conditions from the SHPO in the mitigation section of the Statutory Checklist. Mark box "B" on the Statutory Checklist for this authority.

If No, continue with consultation until resolved.

Historic properties of religious and cultural significance to tribes and Native Hawaiian organizations

- i. Does the project include the types of activities such as those listed below that have the potential to affect historic properties of religious and cultural significance to tribes?

- Ground disturbance (digging);
- New construction in undeveloped natural areas
- Incongruent visual changes – impairment of the vista or viewshed from an observation point in the natural landscape;
- Incongruent audible changes – increase in noise levels above an acceptable standard in areas known for their quiet, contemplative experience;
- Incongruent atmospheric changes – introduction of lights that create skyglow in an area with a dark night sky;
- Work on a building with significant tribal association;
- Transfer, lease or sale of a historic property of religious and cultural significance.

Yes No

If Yes, continue.

If No, tribal consultation is not required.

- j.** Does HUD's Tribal Directory Assessment Tool indicate that tribes have an interest in the location where the project is sited?
(http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/tribal)

Yes No

If Yes, contact federally recognized tribe(s) and invite consultation. Continue.

If No, document the result in the ERR. Tribal consultation is not required.

- k.** Did the tribe(s) respond that they want to be a consulting party?

Yes No

If Yes, continue.

If No, (no response within 30 days or responded that they do not wish to consult), document response or lack of response in ERR. Further consultation is not required.

- l.** After consulting with the tribe(s) and discussing the project, were any properties of religious or cultural significance to the tribe(s) identified in the project's APE?

Yes No

If Yes, continue.

If No, notify tribe(s) and other consulting parties of your finding of "No Historic Properties Affected." Tribe(s) has 30 days to object to a finding.

- m.** After consulting with the tribe(s), will the project have an adverse effect on properties of religious or cultural significance to the tribe(s)?

Yes No

If Yes, consult with tribe(s) and other consulting parties to resolve adverse effects, including considering alternatives and mitigation measures that would avoid or minimize adverse effects.

If No, notify tribe(s) and other consulting parties of your finding of "No Adverse Effects." Tribe(s) has 30 days to object to a finding.

- n.** Were any objections to a finding received from a consulting tribe?

Yes No

If Yes, continue with consultation until resolved.

If No, consultation is complete.

Comments:

Cite and attach source documentation: (Correspondence with SHPO/THPO. How determination of “no potential to cause effects” to historic properties was made.)

Information Resources:

National Register of Historic Places:

<http://nrhp.focus.nps.gov/natreghome.do?searchtype=natreghome>

National Conference of State Historic Preservation Officers:

<http://ncshpo.org/>

Map of Currently Recognized THPO's:

<http://www.nathpo.org/map.html>

HUD Tribal Directory Assessment Tool (TDAT):

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/tribal

Section 106 Agreements Database:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/section106

2. §58.5(b) (1) Floodplain Management [24 CFR Part 55]

- a. Does the project include minor repairs or improvements on up to four dwelling units that do not meet the thresholds for “substantial improvement” under §55.2(b)(8)?

Yes No

If Yes, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

If No, continue.

- b. Is the project located within (or have an impact on) a 100 year floodplain (Zones A or V) identified by FEMA maps?

Yes No

- c. Does the project involve a “critical action,” per §55.2(b)(2)(i), located within a 500 year floodplain (Zone B) identified by FEMA maps?

Yes No

Not applicable.

If Yes to (b) or (c), follow HUD’s Floodplain Management Regulations 8-Step decision-making process of §55.20 to comply with 24 CFR Part 55. The 8-Step decision-making process must show that there are no practicable alternatives to locating the project in the floodplain, and if there are no alternatives, define measures to mitigate impacts to floodplains and location of the project in the floodplain. Completion of the 8-Step decision-making process must be completed before the completion of an EA per §55.10(a). See Attachment 1 for an example of the 8-Step decision-making process. The findings of the decision-making process must be included in the ERR and summarized in Part 55 and Part 58 public notices. Mark box “B” on the Statutory Checklist for this authority.
If No to (b) and (c), compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

Comments:

Cite and attach source documentation: (FEMA flood map used to make this finding with the project location marked on the map. Include the community name, map panel number and date of map. As applicable, §55.20 8-Step decision-making process analysis. If FEMA has not published the appropriate flood map, the RE must make a finding based on best available data.)

For more information see:
FEMA Map Service Center:
<http://www.store.msc.fema.gov>

10. §58.5(i) (1) Noise Abatement and Control [24 CFR Part 51B]

- a. Does the project involve a noise sensitive use such as a residential structure, school, hospital, nursing home, library, etc.?
 Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b. Is the project located within:
- 15 miles of a civilian or military airfield with more than 9,000 carrier operations annually;
 Yes No
 - 1000 feet of a major highway or busy road;
 Yes No
 - within 3000 feet of a railroad.
 Yes No

If Yes to any the above, complete a noise calculation assessment. Use adopted DNL contours if the noise source is an airport. Continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- c. Do noise calculations or airport noise contour maps indicate noise levels above 65dB (outside)?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- d. Do noise calculations or airport noise contour maps indicate noise levels above 75dB (outside)?

Yes No

If No, for projects in the normally unacceptable zone (65dB – 75dB), noise attenuation measures are strongly encouraged for rehabilitation and required for new construction to reduce noise levels to below 65dB (outside). Mark box “B” on the Statutory Checklist for this authority. List all attenuation measures in the mitigation section of the Statutory Checklist.

If Yes, HUD assistance for the construction of new noise sensitive uses is generally prohibited for projects with unacceptable noise exposure (>75dB). Noise attenuation measures are strongly encouraged for rehabilitation projects with unacceptable noise exposure to reduce noise levels to below 65dB (outside). Mark box “B” on the Statutory Checklist for this authority. List all attenuation measures in the mitigation section of the Statutory Checklist.

Comments:

Cite and attach source documentation: (Maps with project location indicating distance from noise sources. DNL calculations and/or NAG worksheets.)

For more information see:

HUD noise guidebook:

<http://www.hud.gov/offices/cpd/environment/review/noise.cfm>

<http://www.hud.gov/offices/cpd/environment/dnlcalculator.cfm>

<http://www.hud.gov/offices/cpd/environment/mitigation.cfm>

<http://portal.hud.gov/hudstracat/noiseCalcEntry.jsp>

FAA:

http://www.faa.gov/airports/planning_capacity/npas/reports/

11. §58.5(i) (1) Explosive and Flammable Operations [24 CFR 51C]

- a. Does the project involve development, construction, rehabilitation, modernization or land use conversion of a property intended for residential, institutional, recreational, commercial, or industrial use?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- b. Was a field observation performed by a qualified environmental professional which documents that there are above ground storage tanks within line of site of the project?

Yes No

- c. Is the project site within 1 mile of current or planned stationary aboveground storage tanks of more than 100 gallon capacity, containing common liquid industrial fuels OR of any capacity, containing hazardous liquids or gases, that are not liquid industrial fuels?

Yes No

- d. Are industrial facilities handling explosive or fire-prone materials such as liquid propane, gasoline or other storage tanks adjacent to or visible from the project site?

Yes No

If Yes to any of the above, use HUD Hazards Guide to calculate an Acceptable Separation Distance to comply with 24 CFR Part 51, Subpart C. Continue.

If No to all of the above, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- e. Is the project located at an Acceptable Separation Distance from any aboveground explosive or flammable fuels or chemicals containers as calculated

Yes? No
Yes No

If Yes, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

If No, continue.

- f. Can mitigation measures, such as construction of a barrier of adequate size and strength, reduce the blast overpressure or thermal radiation hazard to protect the project (per 24 CFR §51.205)?

Yes No

If Yes, Mark box “B” on the Statutory Checklist for this authority. List all mitigation measures in the mitigation section of the Statutory Checklist.
If No, HUD assistance cannot be used for this project.

Comments:

Cite and attach source documentation: (Maps with project location noted showing distance from explosives and flammable operations. ASD calculations/worksheet.)

For additional information see:

HUD Guidance on Siting Projects near Explosive and Flammable Facilities:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/rev_iew/explosive

12. §58.5(i) (1) Airport Hazards [24 CFR 51D]

- a.** Will the project use HUD assistance, subsidy or insurance for construction; land development; community development or redevelopment; substantial modernization and rehabilitation which prolongs the physical or economic life of existing facilities; provide facilities and services which make land available for construction; change the use of a facility; increase the density or number of people at the site?
 Yes No

If **Yes**, continue.

If **No**, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b.** Is the property within 2,500 feet of a civilian airport, the Runway Clear Zone (RCZ)?
 Yes No

- c.** Is the project is within 15,000 feet of a military airfield, the Clear Zone (CZ) or Accident Potential Zone (APZ)?
 Yes No

If **Yes** to either of the above questions, request a written finding from the airport operator stating whether or not the project is located in a RCZ, CZ or APZ. Continue.

If **No** to both of the above questions, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- d. If the project is within 15,000 feet of a military airfield or within 2,500 feet of a civilian airport, did your written confirmation from the airport operator confirm that the project is located in a RCZ, CZ or APZ?

Yes No

If **Yes**, continue.

If **No**, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- e. If the project is located in a military airfield APZ, is the project consistent with the Land Use Compatibility Guidelines for Accident Potential Zones (32 CFR Part 256, DOD Instruction 4165.57).

Yes No

If **Yes**, attach copy of written assurance from airport operator. Mark box "B" on the Statutory Checklist for this authority.

If **No**, HUD funds may not be used for this project.

- f. If the project is in a RCZ/CZ will the project be frequently used or occupied by people?

Yes No

If **Yes**, HUD funds may not be used for this project.

If **No**, continue.

- g. If the project will not frequently be used by people, has the airport operator provided a written statement that there are no plans to purchase the land involved with such facilities as part of an RCZ/CZ acquisition program?

Yes No

Not applicable. All sites will house people on a daily basis.

If **Yes**, attach copy of written assurance from airport operator. Mark box "B" on the Statutory Checklist for this authority.

If **No**, HUD funds may not be used for this project.

Comments:

Cite and attach source documentation: (Map with project location noted showing the distance from civilian airports and/or military airfields. Written confirmation from airport operating stating whether or not project is located in a RCZ, CZ or APZ. Written assurance from airport operator on purchase of property.)

For further information see:

Airport Information: <http://www.airnav.com/airports/>

HUD Airport Hazards Q&A:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/qa/airport

13. §58.5(i) (2) Contamination and Toxic Substances

a. Is the property located within the search distances of any of the types of environmental contamination sources?

Standard Environmental Record Sources	Approximate Minimum Search Distance (mi)	Yes	No
Federal NPL Site List	1	<input type="checkbox"/>	<input type="checkbox"/>
Federal Delisted NPL Site List	0.5		
Federal CERCLIS List	0.5		
Federal CERCLIS NFRAP Site List	0.5		
Federal RCRA CORRACTS Facilities List	1		
Federal RCRA Non-CORRACTS TSD Facilities List	0.5		
Federal RCRA Generators List	Property/Adjoining Properties		
Federal Institutional Control/Engineering Control Registries	Property Only		
Federal ERNS List	Property Only		
State- and Tribal-Equivalent NPL	1		
State- and Tribal-Equivalent CERCLIS	0.5		
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5		
State and Tribal Leaking Storage Tank Lists	0.5		
State and Tribal Registered Storage Tank Lists	Property/Adjoining Properties		
State and Tribal Institutional Control/Engineering Control Registries	Property Only		
State and Tribal Voluntary Cleanup Sites	0.5		
State and Tribal Brownfield Sites	0.5		

b. Did a visual inspection of the site show the following?

	Yes	No
Distressed vegetation		
Vent or Fill Pipes		

Storage Oil Tanks or Questionable Containers		
Pits, Ponds or Lagoons		

	Yes	No
Stained Soil or Pavement (other than water stains)		
Pungent, Foul or Noxious Odors		
Dumped Material or Soil, Mounds of Dirt, Rubble, Fill, etc.		

c. Has the property ever been used for any of the following types of uses?

	Yes	No		Yes	No
Gas Station			Vehicle Repair Shop		
Car Dealership			Auto Garage		
Depot			Commercial Printing Facility		
Industrial or commercial warehouses			Dry Cleaners		
Photo Developing Laboratory			Hospital		
Junkyard or landfill			Agricultural/Farming Operations		
Tannery			Live stock Operations		

d. Does the project have an underground storage tank other than a residential fuel tank, or known or suspected to be contaminated by toxic chemicals or radioactive materials?

Yes No

e. Is the project site near an industry disposing of chemicals or hazardous wastes?

Yes No

If No to all of the above, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

If Yes to any of the above, a qualified environmental professional must undertake investigations necessary to ensure that the project is free of

hazardous materials, contamination, toxic chemicals and gases, and radioactive substances such that there is no hazard which could affect the health and safety of occupants or conflict with the intended utilization of the property. Continue.

- f. Could nearby toxic, hazardous or radioactive substances affect the health and safety of project occupants or conflict with the intended use of the property?

Yes No

- g. Are there unresolved concerns that could lead to the RE being determined to be a Potentially Responsible Party (PRP)?

Yes No

If Yes, continue.

If No, provide written documentation from a qualified environmental professional which documents that identified potential sources of contamination does not pose a hazard which would restrict the intended uses of the property or to the occupants.

- h. Was an ASTM Phase I Environmental Site Assessment (ESA) report completed for this project? (Note: HUD regulations do not require an ASTM Phase I ESA report for single family homes of 1-4 units. An ASTM Phase I ESA report is required for multifamily (5 or more units) and/or Non-residential properties.)

Yes No

- i. Did the ASTM Phase I ESA or other documentation uncover any Recognized Environmental Conditions (RECs) or recommend a Phase II, special/specific Phase II or recommend Phase III environmental site assessments?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- j. Do ESAs or other documentation conclude that nearby toxic, hazardous or radioactive substances could affect the health and safety of project occupants or conflict with the intended use of the property?

Yes No

If Yes, continue below.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- k. Did any of the ESA reports or other documentation identify the need to mitigate the environmental condition by removing, stabilizing or encapsulating the toxic

substances in accordance with the requirements of the appropriate Federal, state or local oversight agency?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- I. Can all adverse environmental conditions identified in any of the ESAs or other documentation be mitigated?

Yes No

If Yes, compliance with this section is complete. List specific remedial actions or mitigations in the mitigation section of the Statutory Checklist, according to the requirements of the appropriate Federal, state, or local oversight agency. Mark box "B" on the Statutory Checklist for this authority.

If No, HUD cannot provide assistance for the project at this site.

Comments:

Cite and attach source documentation: (Maps showing project distance to contaminated sites. Phase I (ASTM) Report. All ESAs and mitigation plans performed for this project.)

For additional information see:

HUD Information on Hazardous, Toxic or Radioactive Substances

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/hazardous

EPA Envirofacts Data:

<http://www.epa.gov/enviro/>

EPA Toxic Release Inventory (TRI):

http://www.epa.gov/enviro/html/toxic_releases.html

EPA Maps:

<http://www.epa.gov/emefdata/em4ef.home>

EPA CERCLIS/NPL – Superfund database:

<http://www.epa.gov/superfund/sites/query/basic.htm>

ATSDR "ToxFAQs" summaries about hazardous substances:

<http://www.atsdr.cdc.gov/toxfaqs/index.asp>

Summary of Mitigation Measures:

Compliance Checklist for 24 CFR 58.8 must be completed. Please attach and include any mitigation measures not reflected on this worksheet.

Yes No **The project is cleared and work may proceed; or**

The project is not cleared and work may not proceed for the following reasons:

Signature of Preparer

Date

Printed Name of Preparer

Signature of the RE Authorized Official

Date

Printed name of the RE Authorized Official

RE SEAL

RE NAME AND ADDRESS

Compliance Checklist for 24 CFR §58.6, Other Requirements

Complete for all projects, including Exempt (§58.34), Categorically Excluded Subject to §58.5 [§58.35(a)], Categorically Excluded Not Subject to §58.5 [§58.35(b)] and Projects Requiring Environmental Assessments (§58.36)

Project Name: _____

ERR FILE # _____

1. §58.6(a) and (b) Flood Disaster Protection Act of 1973, as amended; national Flood Insurance Reform Act of 1994

- a. Does the project involve new construction, major rehabilitation, minor rehabilitation, improvements, acquisition, management, new loans, loan refinancing or mortgage insurance?
 Yes No

If No, compliance with this section is complete.
If Yes, continue.

- b. Is the project located in a FEMA identified Special Flood Hazard Area?
 Yes No

If No, compliance with this section is complete.
If Yes, continue.

- c. Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
 Yes No

If Yes, Flood Insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.
If No, Federal assistance may not be used in the Special Flood Hazards Area.

Cite and attach source documentation: (Documentation should include a FEMA Flood Map showing project location in reference to flood zone designation. If flood map is not available, use best available information.)

For additional information see:

FEMA Map Service Center: <http://www.store.msc.fema.gov>

NFIP Community Status Book: www.fema.gov/fema/csb.shtm

2. §58.6(c) Coastal Barrier Improvement Act, as amended by the Coastal Barriers Improvement Act of 1990 (16 U.S.C. 3501)

- a. Does the project involve new construction, conversion of land uses, major rehabilitation, minor rehabilitation of existing structure, or acquisition of undeveloped land?

Yes No

If No, compliance with this section is complete.

If Yes, continue below.

- b. Is the project located in a coastal barrier resource area?

Yes No

If No, compliance with this section is complete.

If Yes, Federal assistance may not be used in such an area.

Cite and attach source documentation: (Documentation should include map (e.g. Google Earth) noting project distance from Coastal Barrier Resources.) For more information see: CBRS maps on US FWS and FEMA websites:

<http://www.FWS.gov/CBRA>

<http://www.FWS.gov/CBRA/Maps/index.html>

3. §58.6(d) Runway Clear Zones and Clear Zones [24 CFR §51.303(a) (3)]

- a. Does the project involve the sale or purchase of existing property?

Yes No

If No, compliance with this section is complete.

If Yes, continue below.

- b. Is the project located within 2,500 feet of the end of a civil airport runway (Civil Airport's Runway Clear Zone) or within 15,000 feet of the end of a military runway (Military Airfield's Clear Zone)?

Yes No

If No, compliance with this section is complete.

If Yes, Notice must be provided to buyer. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

Cite and attach source document (Map indicating project site in proximity to end of runway):

For more information see:

Airport Information: <http://www.airnav.com/airports/>

HUD Airport Hazards Q&A:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/qa/airport

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature

Date

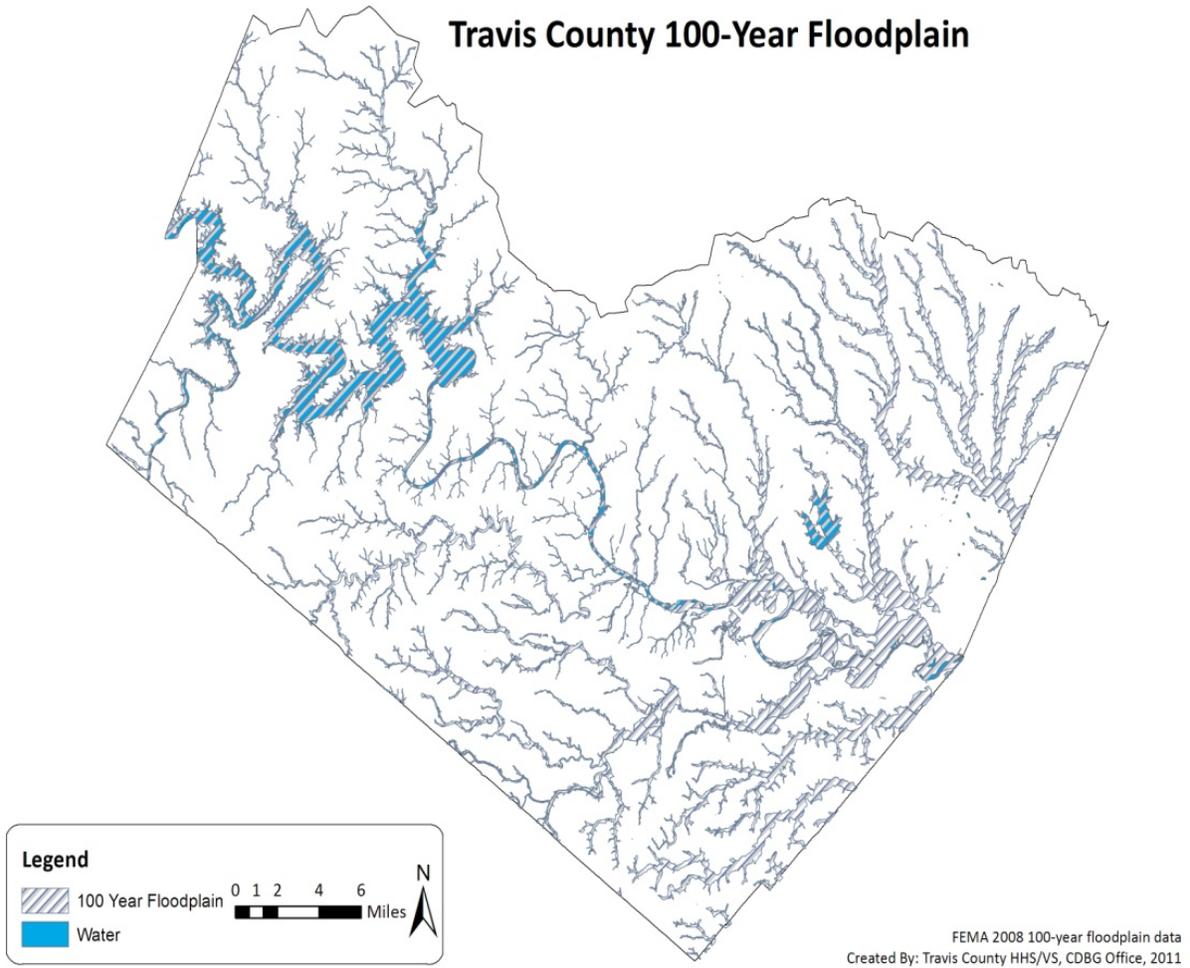
Authorized Responsible Entity Name (printed)

Title (printed)

Appendix B:
Tier One
Supporting Documentation
Maps & Figures

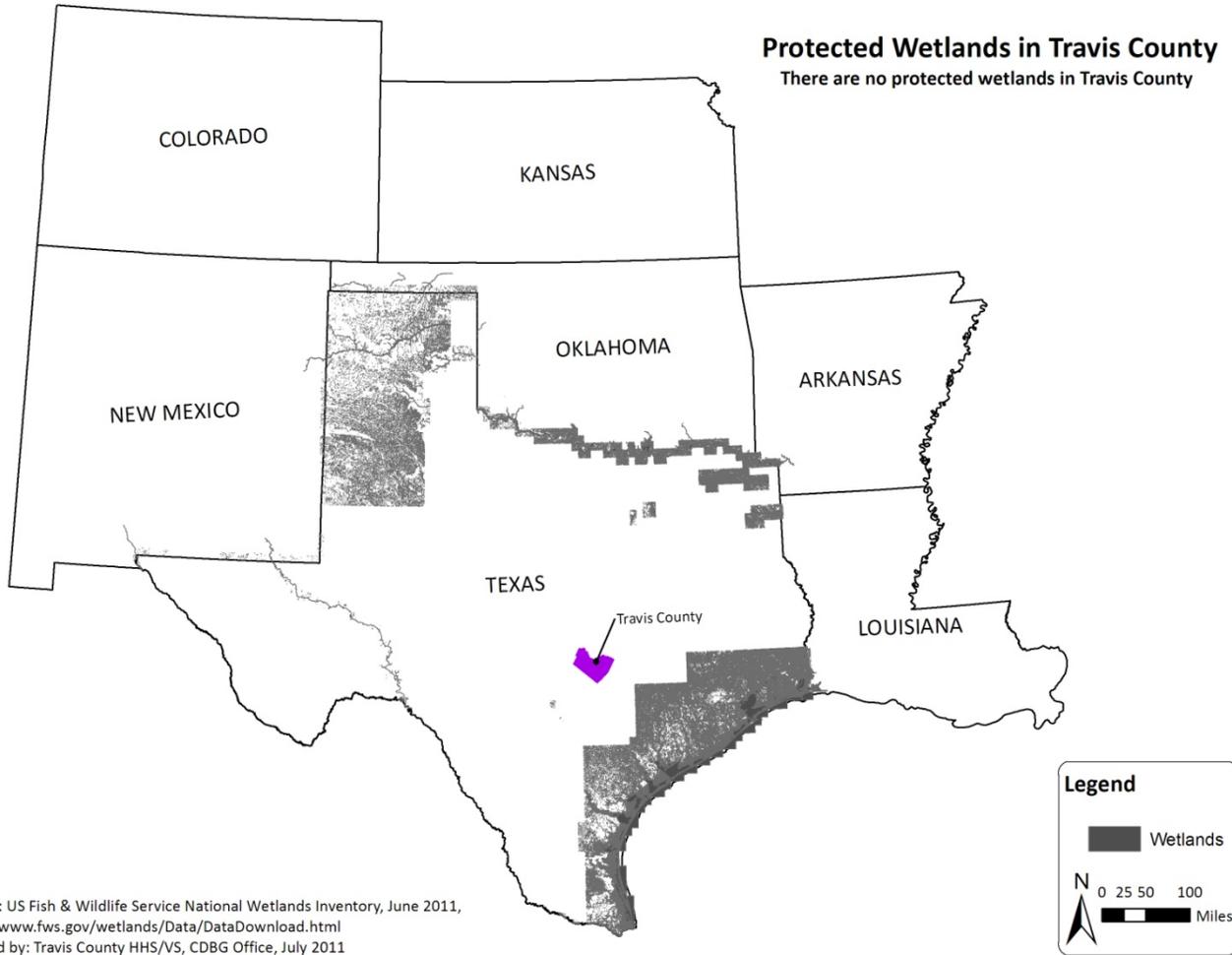
FLOODPLAIN MANAGEMENT

Map 1



WETLAND PROTECTION

Map 2

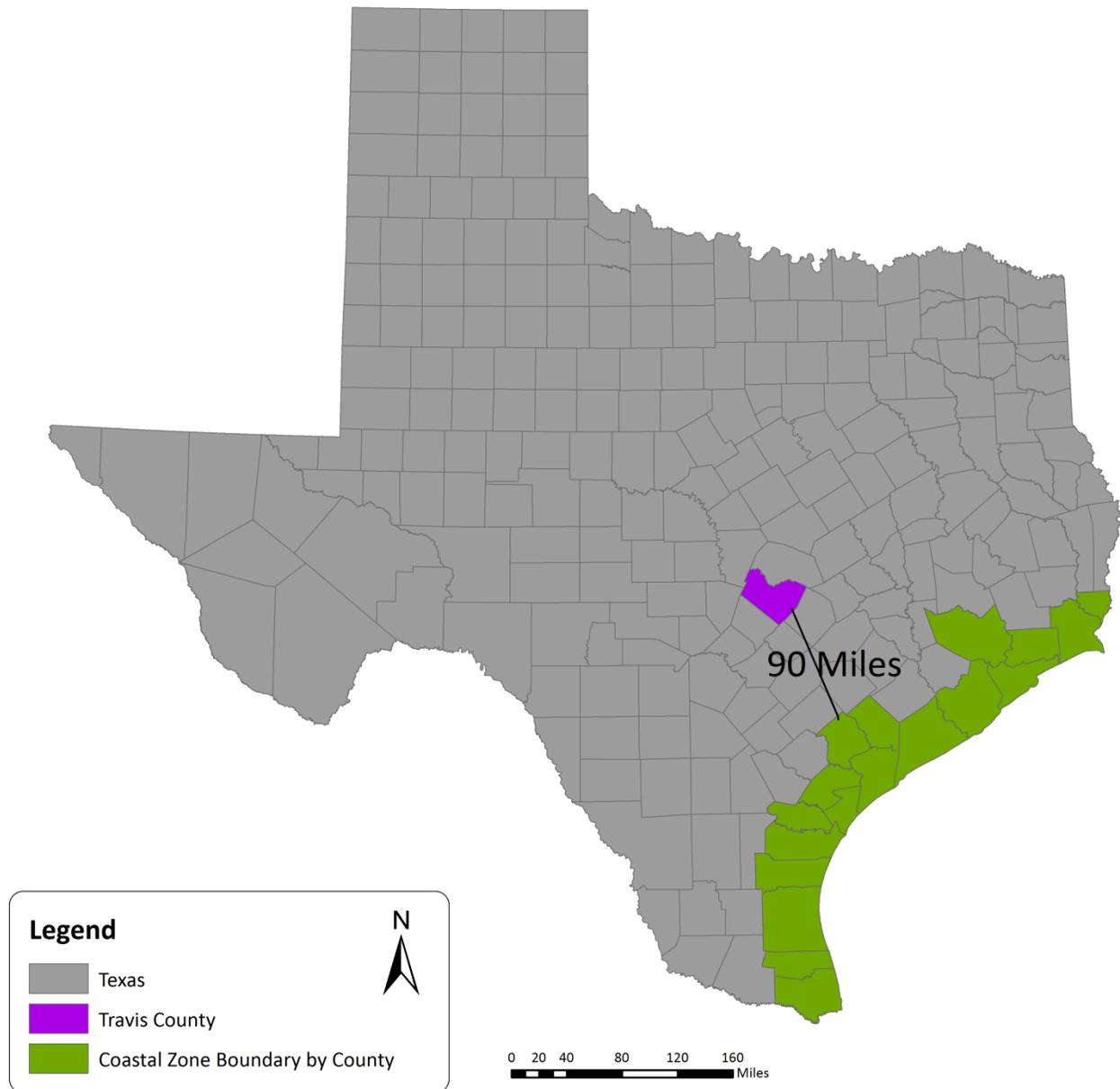


COASTAL ZONE MANAGEMENT

Map 3

Coastal Zone Management Travis County, TX and Coastal Zone Boundary by County

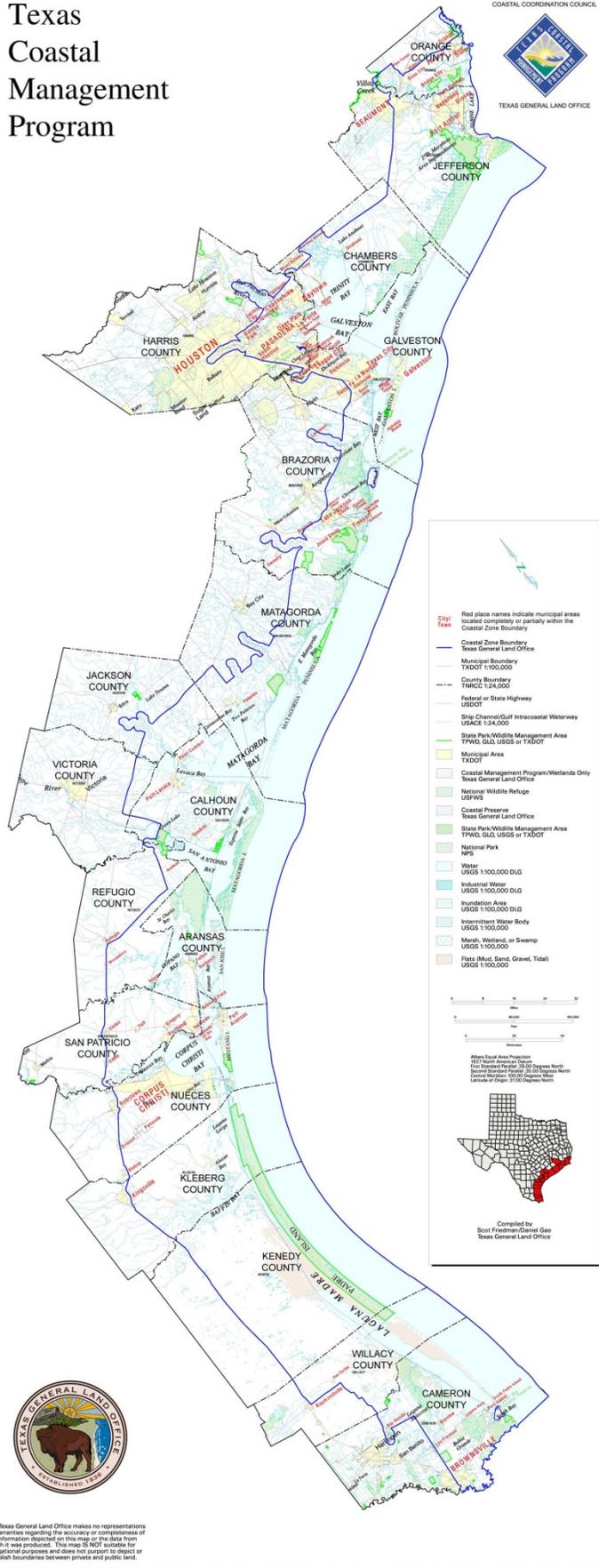
The distance from Travis County to
nearest coastal counties (Jackson/Victoria County)
is approximately 90 miles.



Source: Texas General Land Office, Texas Coastal Management Program.
http://www.glo.texas.gov/what-we-do/caring-for-the-coast/_documents/landing-page-folder/CoastalBoundaryMap.pdf
Created By: Travis County HHS/VS, CDBG Office, 2012.

Map 4

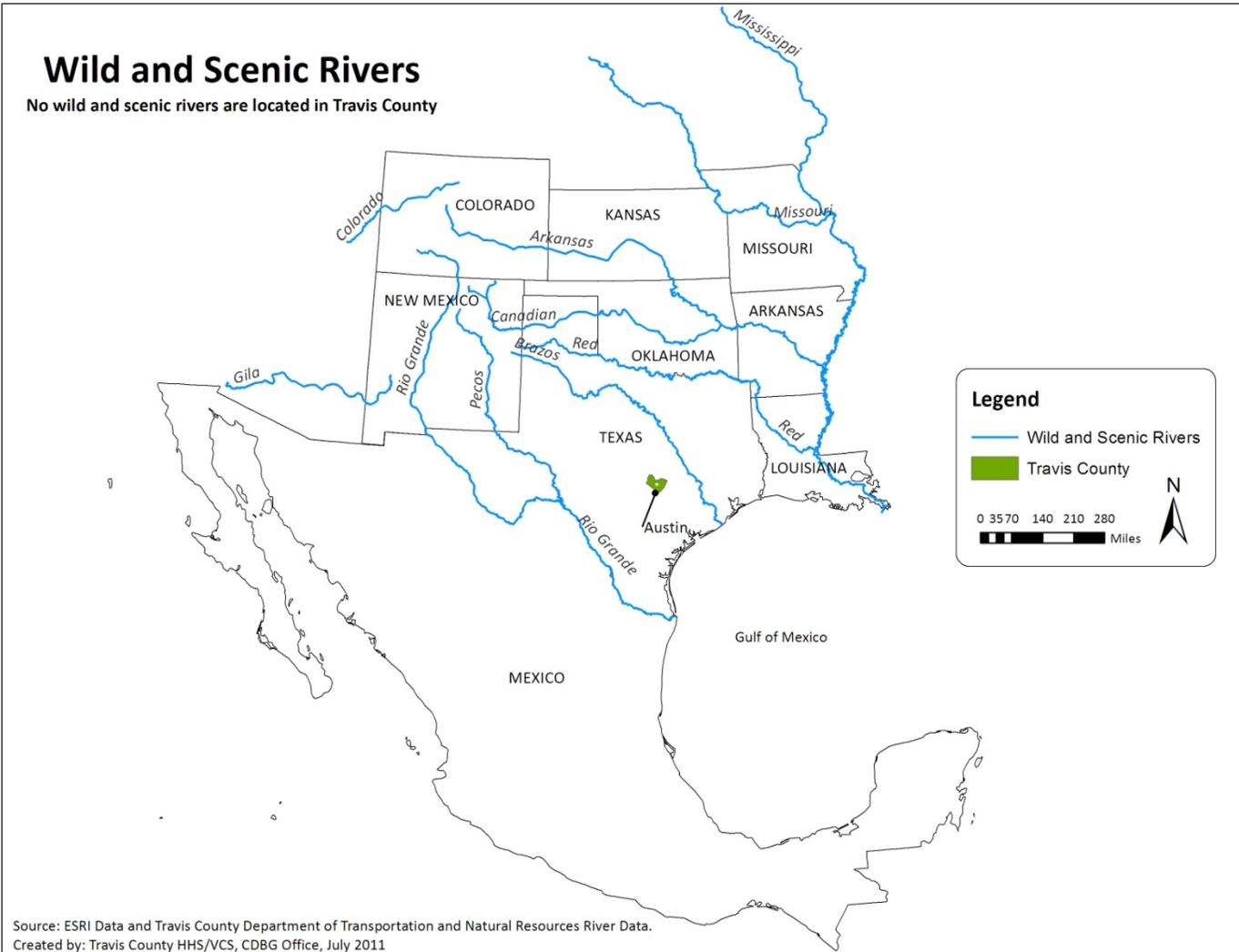
Texas Coastal Management Program



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

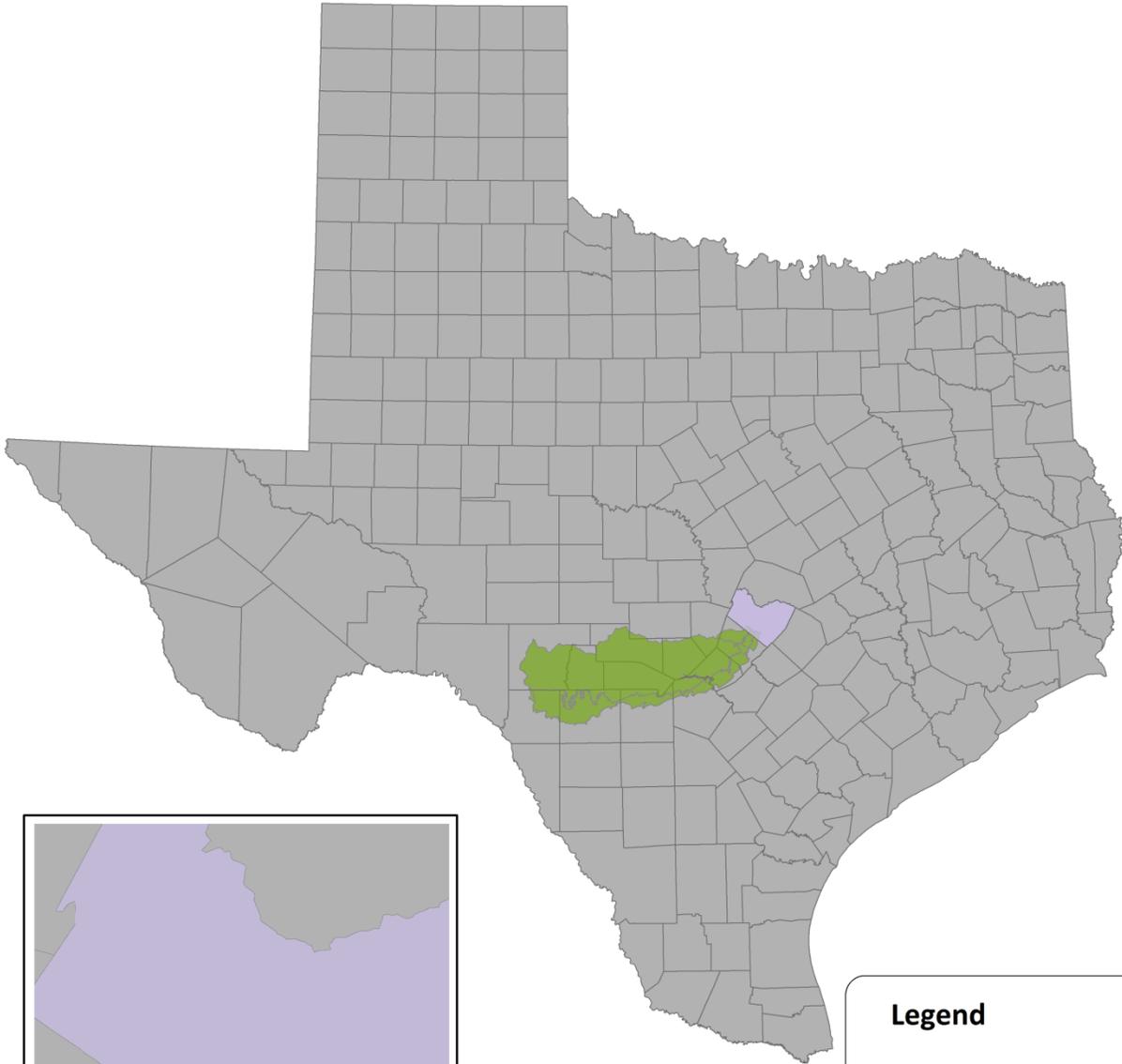
WILD AND SCENIC RIVERS

Map 5



SOLE SOURCE AQUIFERS

Sole Source Aquifer Edwards Aquifer (Travis County, Texas)



Legend

-  Texas
-  Travis County
-  Sole Source Aquifers - Edwards I and II

0 25 50 100 150 200 Miles



Source: EPA, <http://www.epa.gov/region6/water/swp/ssa/maps.htm>
Last updated August 20, 2012, Date accessed December 14, 2012.

Created By: Travis County HHS/VS, CDBG Office, 2012

Edwards Aquifer and Contributing Areas

BURNET

WILLIAMSON

BLANCO

BASTROP

HAYS

CALDWELL

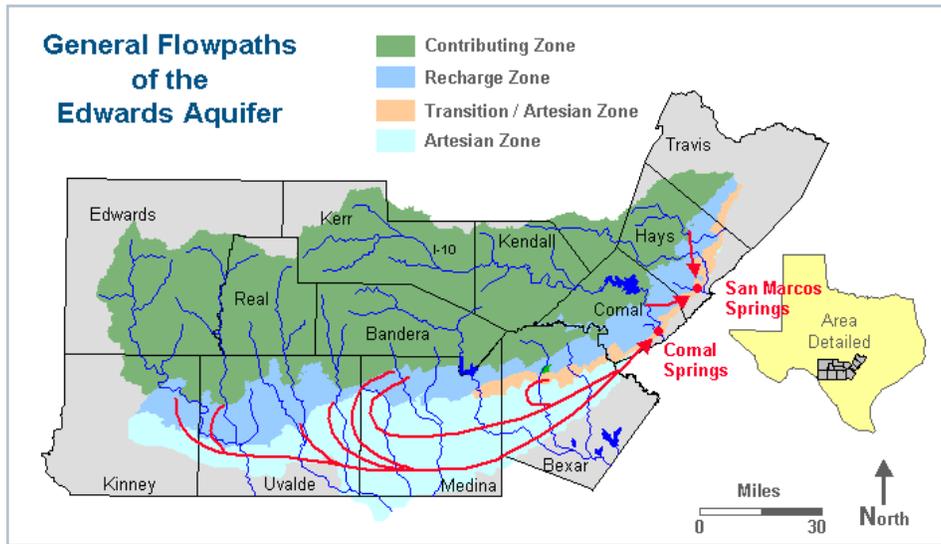
Legend

-  Contributing Areas
-  Recharge Zone
-  Travis County

Source: City of Austin GIS Website
ftp://ftp.ci.austin.tx.us/GIS-Data/Regional/coa_gis.html;
2008 Edwards Aquifer Data Downloaded from USGS.gov.
Created By: Travis County HHS/VS, CDBG Office, 2012

Figure 1

General Flowpaths of the Edwards Aquifer



Source: <http://www.edwardsaquifer.net/geology.html>, last updated 1997. Date Accessed December 14, 2012.

Figure 2

Counties/Parishes within EPA Region 6 Sole Source Aquifers

AQUIFER NAME	ZONE	STATE	STCOFIPS	COUNTY/PARISH
EDWARDS AQUIFER II	ARTESIAN ZONE	TX	48453	TRAVIS
EDWARDS AQUIFER II	RECHARGE ZONE	TX	48453	TRAVIS
EDWARDS AQUIFER II	STREAMFLOW SOURCE AREA	TX	48453	TRAVIS

Source: EPA website <http://www.epa.gov/region6/water/swp/ssa/maps.htm>. Sole Source Aquifers, Counties/Parishes within EPA Region 6 Excel Spreadsheet, Downloaded 12/13/12

Appendix C: Memorandum Regarding Endangered Species

MEMORANDUM

To: Judge Samuel T. Biscoe
Travis County Judge
PO Box 1748
Austin, TX 78767

From: Christy Moffett
CDBG Planning Project Manager
PO Box 1748
Austin, TX 78767

Date: December 14, 2012

Re: Travis County Home Rehabilitation Program, Tier 1 Environmental Clearance

According to §58.5(e) Endangered Species [50 CFR Part 402], Travis County finds that its Home Rehabilitation Program is likely to have “No Effect” on federally protected species and critical habitat. Informal consultation with the US Fish and Wildlife Service or the National Marine Fisheries Service (Services) is not necessary.

The program will include:

Rehabilitation or renovation activities associated with existing structures (e.g., houses, buildings), including additional structures attached to or associated with the primary structure, and/or any loans or mortgages affiliated with such rehabilitation or renovation.

Therefore, this project involves the type of activities that are likely to have “no effect on endangered species and Travis County finds that no consultation with US Fish and Wildlife Service or the National Marine Fisheries Service (Services) will be necessary for environmental clearance under the The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.* as amended: particularly Section 7 (b) and (c). 50 CFR 402).

ITEM 9



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

Prepared By/Phone Number:

Kimberly Pierce, Planning Manager, CJP (512) 854-4764

Roger Jefferies, County Executive, JPS, (512) 854-4759

Debra Hale, Criminal Courts Administrator, (512) 854-9244

Elected/Appointed Official/Dept. Head:

Debra Hale, Criminal Court Administrator, (512) 854-9244,

Roger Jefferies, County Executive, JPS, (512) 854-4759

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST BY THE CRIMINAL COURTS AND CRIMINAL JUSTICE PLANNING TO FUND A CONTRACT FOR LAB WORK TO COMPLETE BACKLOG OF DRUG LAB TESTING FOR DRUG CASES

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The attached memo includes a request to move \$50,000 from reserve to fund contracted lab work to complete backlog of drug lab testing for drug cases.

ISSUES AND OPPORTUNITIES:

Please see attached memo and attachments.

FISCAL IMPACT AND SOURCE OF FUNDING:

The request is for \$50,000 from reserve to cover the average cost of 300 tests and a small reserve for travel if necessary by lab staff to court proceedings.

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.

REQUIRED AUTHORIZATIONS:

District Criminal Court Judges
PBO
Auditor's Office
Purchasing Office
District Attorney

ATTACHEMENTS:

Memo from Criminal Courts and CJP to the Commissioners Court and PBO
Armstrong Forensic Contract
Austin Police Department Monthly Statistical Report
City of Austin and Travis County Interlocal
October 9 and November 15, 2012 Memos from Bill Gibbons, APD Drug
Lab

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.

updated 01-03-13 at 3:50pm
CRIMINAL JUSTICE PLANNING DEPARTMENT

P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



MEMORANDUM

To: Travis County Commissioners Court

Through: Roger Jefferies, County Executive, Justice and Public Safety
Debra Hale, Criminal Courts Administrator

From: Kimberly Pierce, Planning Manager, Criminal Justice Planning

Date: January 13, 2013

Subject: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST BY THE CRIMINAL COURTS AND CRIMINAL JUSTICE PLANNING TO FUND CONTRACT FOR LAB WORK TO COMPLETE BACKLOG OF DRUG LAB TESTING FOR DRUG CASES

History of Drug Lab Contracting

The Rocket Docket was created in 2002 to ease pressure on the jail population. The City of Austin and Travis County agreed to work together for the goal of returning drug tests needing analysis by the APD drug lab within a fourteen day period. This agreement worked until the drug lab began experiencing a growing backlog of tests. By 2007, the backlog of cases had reached nearly 500.

The APD drug lab back log resulted from an increase in drug cases and no corresponding increase in drug lab staffing. To assist with staffing, Travis County and the City of Austin entered into an interlocal which required Travis County to fund an additional chemist for \$69,600. This position was created to ensure that the drug tests for jail cases would be analyzed and returned to court within 14 days. This request was funded mid-year in FY 2007.

The additional chemist was helpful for cases going forward, but in order to diminish the existing backlog of drug cases, the Commissioners Court approved funding in FY 2008 in the amount of \$100,000 for Armstrong Forensic lab to provide drug lab services.

On February 19, 2008, the Commissioners Court agreed that any funding not being utilized by Armstrong Forensics could be used for the purpose of APD's drug lab personnel overtime costs, not to exceed \$1000 per month. This request also alleviated costs for cases which would have required "transport costs" associated with Armstrong Forensic Lab staff who would be required to travel from Richardson to Austin for court trials.

Between 2008, and up until the forensic contract was defunded in FY 2010, Travis County paid Armstrong Forensics, the contracted vendor, over \$85,000 to reduce Travis County's backlog.

Current Situation

Over the past year, the APD drug lab has experienced a number of vacancies, FMLA issues, two separate investigations, broken drug testing equipment, and a sharp increase in the number of blood draws needing testing (see attached memos from APD), which has resulted in another backlog of drug cases.

Currently, there are over 300 cases needing to be tested. In the original budget request, our primary target was the backlog of cases where the defendants were in jail; however, for this request, we are targeting both jail and non-jail cases. To address the backlog issues, CJP staff members have met on a number of occasions with Court Administration and several judges who have agreed that it is not reasonable for any defendant to wait a lengthy time for a test result. Some cases are currently 6 – 9 months old and this has significantly delayed dispositions.

According to the District Attorney's office, there are over 250 cases waiting for a lab result strictly on the grand jury docket, and another 50 cases on the Magistrate Docket. The DA's office has asked that staff look into using Armstrong Forensics again to eliminate the backlog. We contacted Armstrong Forensics Laboratory in November, inquiring if they could once again assist Travis County, and they are available to do this work.

The Purchasing Office confirmed the county has a contract with Armstrong Forensic Lab, on an "as needed basis." However, there is currently no funding associated with the contract. According to Armstrong's current fee schedule, an average cost to test a case is \$137.42, which would result in a need of \$41,226 (300 X \$137.42) to eliminate the current backlog.

Recommendation

We are respectfully requesting funding from FY13 reserves in the amount of \$50,000 for Armstrong Forensics to complete the existing backlog of drug cases to avoid a continued increase. This request would fund the testing of the backlog and create a

small reserve of \$8,774 to cover any unforeseen need for additional tests or travel to Austin by lab personnel if needed for court testimony. We believe this is the most immediate and cost effective approach to address this need. Staff will continue to monitor the interlocal agreement with the City of Austin for the APD chemist, which remains in effect. District Judge Clifford Brown has agreed to reach out to the APD, and lead a City/County effort to develop a longer term strategy to address future backlog issues.

Attachments:

Armstrong Forensic Contract
Austin Police Department Monthly Statistical Report
City of Austin and Travis County Interlocal
October 9 and November 15, 2012 Memos from Bill Gibbons, APD Drug Lab

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**TRAVIS COUNTY
AND
ARMSTRONG FORENSIC LABORATORY, INC.**

FOR

PROFESSIONAL DRUG TESTING SERVICES

CONTRACT NO. PS070292ML

EXHIBIT I

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT (PSA)

RECITALS

County desires to enter into a professional services agreement to obtain forensic laboratory analysis on drug evidence in criminal cases on an as needed basis.

Contractor will determine whether the drug sample is a controlled substance, and if so, identify the substance and perform a quantitative and qualitative analysis.

Contractor is an accredited independent contractor with the professional ability and expertise, and all necessary professional degrees, licenses, and certifications to provide the desired services.

AGREEMENT

County and Contractor agree as follows:

1.0 DEFINITIONS

In this Agreement,

1.1 "DPS" means the Department of Public Safety.

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

1.3 "County Auditor" means the Travis County Auditor.

1.4 "Criminal Justice Planning Office" means the Travis County Criminal Justice Planning Office or the Criminal Justice Planning Office's designated representative.

1.5 "APD" means Austin Police Department.

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

1.6.1 Paying or receiving any money or other valuable thing which has a value of more than \$250 in the aggregate in a calendar year in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or

1.6.2 Loaning or receiving a loan of money, services, 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;

1.6.3 But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.7 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Agreement and marked as Attachment D.

1.8 "Purchasing Agent" means the Travis County Purchasing Agent or her designated representative.

1.9 "Working Days" means Monday through Friday, except for the days that Travis County has declared as holidays for its employees.

2.0 TERMS

2.1 Initial Term. This Agreement commences upon execution by all parties and continues until September 30, 2007, unless earlier terminated.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement may be renewed for an additional term of one year by written notice to Contractor from the County Purchasing Agent, unless earlier terminated by either party.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. Contractor shall perform the services, tasks, and activities described in Contractors proposal as it relates to the Scope of Services.

3.2 Contractor Requests for Information. Contractor may communicate all requests for direction and factual information relating to the services to the Criminal Justice Planning Office and may rely on all factual information supplied by the Austin Police Department in response to its requests.

3.3 Professional Licensure/Certification. The Contractors shall maintain all necessary licenses and certifications related to the professional services provided under this Agreement, and shall provide County with copies of these licenses and certifications upon County's request. If licensure or certification of Contractor expires, is revoked, is suspended, is probated, or is canceled, Contractor shall inform County of that action within five (5) working days after receipt of notice of it.

3.4 Ethical Standards. Contractor shall perform all services and exercise all discretionary powers in a manner consistent with applicable professional ethical standards and his or her best professional judgment.

3.5 Standard of Care. Despite anything in this Agreement to the contrary, Contractor shall perform all services required under this Agreement using at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances. Contractor warrants that the services provided under this Agreement shall be performed in a good and workmanlike manner. This Agreement shall be not be construed to relieve Contractor of this duty.

3.6 Removal of Employee of Contractor. Any employee or contractor of Contractor, who in the opinion of the Criminal Justice Planning Office is incompetent or whose conduct

becomes detrimental to the services provided under this Agreement, shall be removed from performance of services immediately.

3.7 Confidentiality. Contractor shall establish a method to secure the confidentiality of records and other information about Clients in accordance with the applicable federal, state and local laws, rules and regulations, including the new regulations under the Health Insurance Portability and Accountability Act ("HIPAA") and applicable professional ethical standards. This provision shall not be construed as limiting the Judge's access to Client information.

3.8 Civil Rights/ADA Compliance. Contractor shall provide all services and activities under this Agreement in a manner that would comply 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] if the Contractor were required to comply with these laws. Contractor shall not discriminate against any employee, or applicant for employment. Contractor shall provide appropriate accommodations for all Clients, including to the extent necessary any interpreter services for non-English speaking clients or hearing impaired clients.

3.9 Compliance with Law Contractor shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described in this Agreement and to the performance of all obligations undertaken pursuant to this Agreement.

4.0 EXPRESS ACKNOWLEDGEMENTS AND WARRANTIES

4.1 Independent Contractor. Contractor acknowledges that he is not a County employee, but is instead an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Employees and contractors of Contractor shall not be considered employees of County, or gain any rights against County pursuant to the County's personnel policies. None of Contractor's employees or contractors, if any, have a contractual relationship with the County. While this Contract and its administration will establish a framework within which the Contractor's services will be provided, the County will not direct or control the actual performance of the Contractor's professional services for which the Contractor is responsible in accordance with accepted standards. The Contractor is not only expected, but is also required to exercise his independent professional judgment and discretion in the performance of the services

4.2 Subcontracting. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that authority by the Commissioners Court.

4.3 Licensure. Contractor warrants that the Contractor is a laboratory accredited by the DPS and has all necessary licenses and certifications related to the professional services being provided under this Agreement.

4.4 Entity Status Contractor warrants that Contractor has not filed for bankruptcy protection and does not contemplate it.

5.0 COORDINATION WITH THE COUNTY

5.1 Authority of the Criminal Justice Planning Office The Criminal Justice Planning Office shall act on behalf of County with respect to the services performed under this Agreement. The Criminal Justice Planning Office has complete authority to interpret and define in writing County's policies and decisions with respect to performance of Contractor's services. The Criminal Justice Planning Office may designate representatives to communicate instructions and administer the performance of services under this Agreement on a day to day basis.

5.2 Authority of the Purchasing Agent. The Purchasing Agent shall act on behalf of County with respect to the administration of all matters not related to the services performed under this Agreement. The Purchasing Agent has complete authority to interpret and define in writing County's policies and decisions with respect to all matters not related to the performance of Contractor's services. The Purchasing Agent may designate representatives to communicate instructions and otherwise administer all matters not related to the performance of services under this Agreement on a day to day basis.

6.0 DISPUTES AND APPEALS

The Purchasing Agent acts as the County representative in the issuance and administration of this contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent is null and void, unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

7.0 COUNTY RESPONSIBILITIES

7.1 Monitoring. The Criminal Justice Planning Office may monitor Contractor's services for compliance with the provisions of this Agreement, and the adequacy and timeliness of Contractor's performance under it. After each monitoring report, Contractor shall cooperate with the Criminal Justice Planning Office to resolve any deficiencies noted by the Criminal Justice Planning Office to the mutual satisfaction of both parties.

8.0 PAYMENT FOR SERVICES

8.1 Taxpayer Identification. Contractor shall provide the County Auditor 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 before any contract funds are payable.

8.2 Fees. In consideration of satisfactory performance of the professional services by Contractor's pursuant to the terms under the Agreement, County shall pay Contractor in accordance with the agreed-upon rates in the Fee Schedule set forth in Attachment B, which is attached hereto and made a part hereof.

8.3 Satisfactory Completion of Services. County is not responsible for the costs of any services under this Agreement that are not performed to the Criminal Justice Planning Office's satisfaction and not given the Criminal Justice Planning Office's approval, which shall not be unreasonably withheld. County's obligation to pay 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.

8.4 Timely Payment. The County shall pay Contractor within thirty (30) days after the receipt of a complete and correct invoice from the Contractor, which has been approved by the Criminal Justice Planning Office.

8.5 Invoicing. Contractor shall submit invoicing to the County Auditor on a monthly basis and each invoice shall contain the number of cases tested, the total hours of service provided by Contractor, the hourly fee assessed for each service as provided by Contractor in Attachment B, Fee Schedule, and the total amount of payment requested for services provided. Each invoice submitted by Contractor to County shall be signed by Contractor.

County Auditor
P.O. Box 1748
Austin, Texas 78767.

8.6 Overpayment. Contractor shall refund to County any money which has been paid to Contractor by County, which County determines has resulted in an overpayment to Contractor. This refund shall be made by Contractor to County within thirty (30) days after the refund is requested by County. If Contractor fails to refund any money owed to County within thirty (30) days of request, and County issues any subsequent purchase order under this Agreement or enters into any subsequent contract with Contractor and County may offset the difference against the next amount payable to Contractor.

8.7 Assignment for Taxes. Despite anything to the contrary in this agreement, if Contractor is delinquent in the payment of property taxes payable in Travis County at the time of invoicing, Contractor assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

8.8 County Liability. County is not liable for costs incurred or performances rendered by Contractor before or after the Agreement Term.

8.9 Current Revenue Funds. County shall make payments for invoices from current revenue funds available to County.Funding out.

9.0 FUNDING OUT

9.1 Despite anything else to the contrary in this contract, if, during the budget planning and adoption process, Commissioners Court fails to provide funding for this contract for the

following fiscal year of County, County may terminate this contract after giving Contractor at least thirty (30) calendar days written notice that this contract is terminated due to failure to fund it.

9.2 Should County decide not to fund this contract for the following fiscal year, County shall pay Contractor those costs directly attributable to work done or supplies and inventories obtained in preparation for completion or compliance with this contract, prior to such termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the costs of supplies or inventories obtained for use under this contract, said supplies or inventories shall become the property of County and shall be delivered to the FOB point shown in the contract, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder.

10.0 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

10.1 General. Contractor shall create, maintain, and retain, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under this Agreement for three (3) years after the provision of the services, or until any litigation or audits concerning any of the services and all questions arising from them have been satisfactorily resolved, whichever occurs later.

Contractor shall make these records reasonably available to County as long as they are retained. Contractor shall provide copies of these records to County upon written request to Contractor at a reasonable cost based on the cost to Contractor to provide copies.

10.2 Access to Records. The Criminal Justice Planning Office or duly authorized representatives shall have access to any and all records, information and documentation of Contractor, which are directly pertinent to the services 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.

11.0 CERTIFICATION OF ELIGIBILITY

Contractor certifies that at the time of executing this contract, Contractor is not on the Federal Government's list of suspended, ineligible, or debarred contractors. If Contractor is placed on the list during the term of this Agreement, Contractor shall notify the Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

12.0 CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:

Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees arising in connection with the services provided by Contractor under this Agreement. It is the expressed intention of the parties, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions. In the event that a claim is received by

either party to this Agreement, the party, which received the claim, shall forward a copy of the claim to the other party within three (3) business days of its receipt.

13.0 SUSPENSION

If Contractor fails to comply with any provision in this Agreement, 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 this Agreement or this Agreement is terminated in compliance with 13.0.

14.0 TERMINATION

This Agreement may be terminated by either party at any time by giving thirty (30) days written notice to the other party hereto of the intention to terminate.

15.0 NON-WAIVER OF DEFAULT

15.1 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.

15.2 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.

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

15.4 All rights of Contractor under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Contractor 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.

16.0 EXEMPTION FROM COUNTY PURCHASING ACT

Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court 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.

17.0 FORFEITURE OF CONTRACT

If Contractor has done business with a Key Contracting Person during the 365 day period immediately prior before execution of this Agreement or does business with any Key Contracting Person at any time after 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.

18.0 AMENDMENTS

18.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and shall be approved 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.

18.2 Requests for Changes. Contractor shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Purchasing Agent with a copy to the Criminal Justice Planning Office. Upon agreement by the Criminal Justice Planning Office, the Purchasing Agent will present the request to Commissioners Court for consideration. An amendment or modification of this Agreement shall not be effective unless in writing, approved by the Commissioners Court, and signed by the County and Contractor. No official, agent, representative, or employee of County may amend or modify this Contract, except specifically and expressly authorized by Commissioners Court.

19.0 ENTIRE AGREEMENT

19.1 Entire Agreement. This Agreement constitutes the complete and entire agreement between County and Contractor. This Agreement supersedes any and all other written or oral agreements between the parties with respect to the subject matter of it, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in it is valid or binding.

19.2 Attachments. The attachments enumerated and denominated below are part of this Agreement, and constitute promised performances by Contractor in accordance with this Agreement.

19.2.1 Attachment A - Scope of Services

19.2.2 Attachment B – Fee Schedule

19.2.3 Attachment C - Insurance Requirements

19.2.4 Attachment D – Ethics Affidavit

Exhibit 1 Key Contracting List

Exhibit 2 Disclosure

19.2.5 Attachment E – Contractor’s Qualification Statements

20.0 NOTICES

20.1 Written Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given immediately if delivered in person to the address 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 specified in this section.

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

Cyd V. Grimes, CPM (or her successor)
Travis County Purchasing Agent
PO Box 1748
Austin, TX 78767

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

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
PO Box 1748
Austin, TX 78767

and:

Honorable David A. Escamilla (or his successor)
Travis County Attorney
PO Box 1748
Austin, TX 78767

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

Armstrong Forensic Laboratory, Inc.
330 Loch'n Green Trail
Arlington, TX 76012

20.4 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with 18.0. Any change in the address shall be reported within fifteen (15) days of the change.

21.0 MISCELLANEOUS

21.1 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, and the effect of the holding shall be limited to the clause, sentence, provision, paragraph or article held to be invalid, illegal, or ineffective.

21.2 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 Travis County, Texas.

21.3 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.

21.4 Binding Contract. 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 their interest in or obligations under this Agreement without the written consent of the other party.

21.5 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.

21.6 Dispute Resolution. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 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 must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

21.7 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.

22.0 INTERPRETATIONAL GUIDELINES

22.1 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.

22.2 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.

22.3 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.

23.0 ORDER OF PRECEDENCE

If there is a conflict in the contract documents, which may include attachments of all or part of the proposal submitted, the contract body and attachments shall control over the proposal which is attached as ATTACHMENT E.

CONTRACTOR:

By: _____
Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

Date: _____

County Approvals:
As to Legal Form:

Assistant County Attorney

Date: _____

Funds Certified By:

Susan Spataro, County Auditor

Date: _____

Purchasing:

Cyd Grimes, Purchasing Agent

Date: _____

ATTACHMENT A
SCOPE OF SERVICES

Evidence to be analyzed will be received in a manner that protects the integrity of the evidence and ensures that the rules of evidence are maintained.

The vendor will be responsible for picking up the exhibits from the originating agency.

All cases to be released to the vendor will be inventoried prior to leaving the facility.

Each case will be submitted by the originating agency with the appropriate analysis submission form. This form will indicate the exhibits within the evidence container to be analyzed. Only those exhibits identified for testing will be analyzed.

Exhibits will be analyzed to determine the presence of controlled substances or dangerous drugs as defined by the laws of the state of Texas.

Analysis results must indicate the weight and substance identified as listed in the laws of the state of Texas.

All analysis must include confirmation as per the SWGDRUG guidelines, including confirmation by gas chromatograph/mass spectroscopy or infrared spectrophotometry.

Any confirmed quantities must be reported.

All negatives must also be confirmed.

The vendor will provide a written report of analysis containing the following information:

- Title: Name of lab performing analysis
- Date received by analyzing lab
- Defendant(s) name
- Date of offense
- Offense number
- Finding: name of controlled substance identified as listed in the Texas Controlled Substance Act
- Net weight of sample (weight of sample minus any packaging)
- Name of Analyst

Final reports will be forwarded to the agency upon approvals being completed.

Return of exhibits will be conducted according to proper chain of custody and rules of evidence.

The vendor will be responsible for transporting all exhibits to the originating agency.

An inventory of all exhibits will be conducted prior to release of the evidence to the originating agency.

Performance requirements regarding turn around time is described in Attachment E.

ATTACHMENT B

FEE SCHEDULE

<i>Analytical and Consulting Services</i>				
Line Item	Description of Service			
1	Turn Around Time Surcharge <i>(Analytical Only)</i>	Std. (10 Day TAT) RFQ Rate	Rush (5 Day TAT) + 50% Surcharge	Priority (1-2 Day TAT) + 100% Surcharge
2	Multiple Case (Batch) Discount <i>(Analytical Only)</i>	< 10 Units/Batch RFQ Rate	10 - 20 Units/Batch 10% Discount	> 21 Units/Batch 18% Discount
			<i>Standard Rate</i>	<i>Travis County RFQ Rate</i>
<i>Analytical Services</i>				
3	Controlled Substances Full Scan		\$250.00/ Sample	
4	Single Component Reported			\$70.00/Sample
5	Additional Component(s) Reported on Same Sample			\$35.00/ Add'tl Cmpnt
6	Affidavit of Laboratory Analysis		\$125.00/ Case	\$75.00/Case
7	Evidence Storage (6 mos.)		\$75.00/ Case	\$55.00/Std.Case
8	Evidence Photo Documentation		\$35.00/ Case	No Charge
9	Evidence Containers & Shipment		\$35.00/ Case	No Charge
10	Evidence Return Shipment		\$35.00/ Case	No Charge
<i>Consulting Services</i>				
11a	<i>Andrew T. Armstrong, Ph.D., C.P.C.</i>			
11b	Consultation, Travel, Phone and Standby		\$295.00/ Hour	\$235.00/ Hour
11c	Court Presentation and Deposition		\$395.00/ Hour	\$335.00/ Hour
11d	Video Deposition		\$495.00/ Hour	\$435.00/ Hour
12a	<i>Marion Armstrong, M.S.P.H., M.B.A., C.I.H.</i>			
12b	Consultation, Travel, Phone and Standby		\$195.00/ Hour	\$150.00/ Hour
12c	Court Presentation and Deposition		\$335.00/ Hour	\$200.00/ Hour
12d	Video Deposition		\$435.00/ Hour	\$200.00/ Hour
13a	<i>John M. Corn, M.A., R.S.</i>			
13b	Consultation, Travel, Phone and Standby		\$185.00/ Hour	\$150.00/ Hour

<i>Analytical and Consulting Services</i>			
Line Item	Description of Service		
13c	Court Presentation and Deposition	\$335.00/ Hour	\$200.00/ Hour
13d	Video Deposition	\$435.00/ Hour	\$200.00/ Hour
14a	<i>Karen M. Deiss, B.S.</i>		
14b	Consultation, Travel, Phone and Standby	\$150.00/ Hour	\$125.00/ Hour
14c	Court Presentation and Deposition	\$300.00/ Hour	\$200.00/ Hour
14d	Video Deposition	\$350.00/ Hour	\$200.00/ Hour
15a	<i>Joe Delgado, B.S.</i>		
15b	Consultation, Travel, Phone and Standby	\$150.00/ Hour	\$125.00/ Hour
15c	Court Presentation and Deposition	\$300.00/ Hour	\$200.00/ Hour
15d	Video Deposition	\$350.00/ Hour	\$200.00/ Hour
16a	<i>Jeremy Rummel, M.S.</i>		
16b	Consultation, Travel, Phone and Standby	\$150.00/ Hour	\$125.00/ Hour
16c	Court Presentation and Deposition	\$300.00/ Hour	\$200.00/ Hour
16d	Video Deposition	\$350.00/ Hour	\$200.00/ Hour
<i>Other Services</i>			
17	Technician (In-house or Field)	\$85.00/ Hour	\$85.00/ Hour
18	Video Taping and Production	\$125.00/ Hour	\$85.00/ Hour
19	Computer Services (e.g. CAD, database search)	\$125.00/ Hour	\$85.00/ Hour
20	Fax Transmission	\$1.50/ Page	No Charge
21	Court Production	\$75.00/ Hour	\$35.00/ Case
22	Mileage	\$0.55/ Mile	\$0.55/ Mile
23	Expenses Related to Travel	PTC*	PTC*
24	Event Charge**	\$200.00/Person/4hrs.	\$200.00/Person/4hrs.
* PTC = Pass Through Cost			
** Event Charges may be incurred when Armstrong is requested to provide services that require efforts beyond the scope of standard work-shift. (Mon.- Fri., 7a.m. - 7 p.m.)			

Armstrong proposes a general reduction of \$2.50/sample for the contract period for those sample units submitted to Armstrong by Travis County Contract Representative(s). That is, Section 4.0, Line Item 4 will be reduced to \$67.50/sample and Line Item 5 will be reduced to \$32.50/additional component/sample for all submittals submitted to Armstrong through Travis County.

Armstrong proposes the following Pickup/Delivery Schedule:

All Evidence that makes up Travis County's Backlog and is related to this RFQ picked-up by a qualified representative of Armstrong Forensic Laboratory, Inc. at one single event and returned at one single event: Flat Rate of \$750.00.

Evidence batched and picked-up/returned by Armstrong on more than one occasion: Flat Rate of \$600.00 per pick-up/return event; \$300.00 for either pick-up or delivery event.

Travis County may elect, at any time, to have any single item or set of items returned to them via traceable carrier for pass-through charges.

Pickup of evidence will be scheduled, to the extent possible, at Travis County's convenience. All evidence picked up during a particular event will be bundled and returned as a unit within 10 days of final report issuance unless written request for alternative method of return is received.

ATTACHMENT C
INSURANCE REQUIREMENTS

During the period of this contract, contractor shall maintain at his expense, insurance covering all of Contractor's professional activities under this Contract, and any care he may provide, directly or by supervision of the drug testing services with coverage limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name COUNTY as additional insured/or an insured, as its interests may appear.
- (ii) Provide COUNTY a waiver of subrogation.
- (iii) Provide COUNTY with a thirty (30) day advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) days after receipt of Notice of Award. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.**
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident) .	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury ...	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form Not Required

Worker's Compensation: Statutory

Malpractice Liability Insurance:

1. Minimum Limit:
\$1,000,000.00 per occurrence, \$3,000,000.00 policy aggregate

- 2. The policy shall include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation
 - b. Thirty (30) Day Notice of Cancellation
 - c. Travis County named as an additional insured

Insurance underwriters must be acceptable to County.

ATTACHMENT D
ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Contractor: _____
County of Contractor: _____

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

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

Notary Public, State of Texas

Typed or printed name of notary

My commission expires: _____

My commission expires: _____

EXHIBIT 1 TO ATTACHMENT D
LIST OF KEY CONTRACTING PERSONS
August 1, 2007

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe...	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.	Dan Smith	
Executive Assistant.	Melissa Velasquez	
Commissioner, Precinct 1 ...	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis...	Seton Hospital
Executive Assistant.	Chris Fanuel	
Executive Assistant.	Felicitas Chavez	
Commissioner, Precinct 2 ..	Sarah Eckhardt*	
Executive Assistant	Loretta Farb*	
Executive Assistant	Sandra Ramos*	
Executive Assistant	Vacant	
Commissioner, Precinct 3 ...	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant.	Robert Moore	
Executive Assistant.	Martin Zamzow	
Commissioner, Precinct 4 ...	Margaret Gomez	
Executive Assistant.	Edith Moreida	
Executive Assistant.	Norma Guerra*	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning.....	Christian Smith	
Exec Manager, Emergency Services.....	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR ..	Joseph Gieselman	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Randy Leavitt	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
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	
Attorney, Transactions Division	Julie Joe	
Attorney, Transactions Division	Stacy Wilson	
Purchasing Agent ...	Cyd Grimes, C.P.M.	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB*	
Purchasing Agent Assistant III	Vania Ramaekers*	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Rebecca Gardner	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III.....	Loren Breland	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator	Sylvia Lopez	
HUB Specialist.....	Betty Chapa	
HUB Specialist.....	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
Austin Police Department	Bill Gibbens	
District Attorney's Office	Claire Dawson-Brown	
Criminal Justice Planning	Kimberly Pierce	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2	Karen Sonleitner	12/29/07
Executive Assistant... ..	Gretchen Vaden.....	12/29/07
Executive Assistant... ..	Ann Denkler.. ..	12/29/07
Attorney, Transactions Division	Tom Nuckols.	05/15/08

EXHIBIT 2 TO ATTACHMENT D

DISCLOSURE

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the effective date of this Agreement with the following Key Contracting Persons and warrants that these are the only Key Contracting Persons:

If no one else is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365 day period immediately prior to the date on which this Agreement is effective with any Key Contracting Person.

ATTACHMENT E
CONTRACTOR'S QUALIFICATION STATEMENT



City of Austin

Found by Congress, Republic of Texas, 1839
Forensic Science Services Division
 P O Box 689001 Austin, Texas 78768-9001
 512-974-5150



December 9, 2012

Kimberly Pierce, Manager
 Travis County Criminal Justice Planning

The following information is the monthly status report on the rocket docket support provided by APD:

As of November 30, 2012 the status of personnel in the Chemistry Section is as follows:

- The Chemistry Supervisor is performing the management functions, assigning cases and working casework as time allows.
- 5.0 Chemists are concentrating on drug analysis.
- 1.5 Chemists on blood alcohol analysis.
- 1.0 staff member funded by Hayes County for drug testing.
- 1.5 Chemists on Breath Test Program
- 1.0 on FMLA Leave

Workload Projection/Performance Measures										
	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov
New Cases Received										
- Total Cases Projected	210	210	210	210	210	210	210	210	210	210
- Rocket Docket Projected	130	130	130	130	130	130	130	130	130	130
Cases Completed										
- Projected	320	320	320	320	320	320	320	320	320	320
Chemists on Drug Analysis										
- Projected	6	6	6	6	6	6	6	6	6	6
- Actual	4	3	3	4	4	4	5.5	5	4	5
Average Cases/Chemist										
- Projected	60	60	60	60	60	60	60	60	60	60
- Actual	49	46	31	47.25	35.5	50.8	45.6	48.8	54	60.4
Turnaround Times (days)										
- Rocket Docket Projected	14	14	14	14	14	14	14	14	14	14
- Rocket Docket Actual	36.87	32.6	31	47	56	54	54	34	19.4	19.2
Backlog Totals										
- Projected	67	67	67	67	67	67	67	67	67	67
Cases Sent to Outside Vendor										
Armstrong Laboratories	0	0	0	0	0	0	0	0	0	0



Cases Requested	April	May	June	July	Aug	Sept	Oct	Nov	YTD
TOTAL	175	205	226	252	188	224	219	302	2406
Rocket	87	97	71	108	85	79	80	72	941
Jail	16	18	18	31	15	13	28	24	213
Court	2	0	1	4	0	2	3	2	21
Warrants	4	6	20	18	12	11	9	12	136
Federal	11	12	13	14	9	14	12	8	125
Prints	1	0	0	2	2	2	1	0	11
Det/DNA/Plants/Other	22	23	23	70	63	21	17	111	332
Travis County SO	0	0	0	0	0	0	0	0	0
AI SD	0	16	10	0	0	22	11	10	105
Clan Lab	0	0	0	1	0	0	0	0	1
Grand Jury	32	33	31	30	44	39	37	31	382
Hayes County	-	-	-	-	1	19	16	31	67
Juvenile	0	0	2	0	0	0	1	0	4
Williamson Cty	0	0	2	0	0	2	2	0	7

Cases Completed	April	May	June	July	Aug	Mar	Oct	Nov	YTD
TOTAL	94	189	142	254	251	138	202	190	2067
Rocket	37	114	48	100	160	69	57	69	976
Rockets completed in month requested	5	18	10	0	42	15	28	22	233
Jail	16	18	18	26	16	17	26	24	207
Court	3	1	3	2	5	4	3	10	37
Warrants	4	11	5	20	15	6	16	7	110
Federal	3	6	18	12	12	7	13	5	126
Prints	0	1	0	0	0	0	0	1	6
Det/DNA/Plants/Other	8	19	10	23	17	20	8	7	157
Travis County SO	0	0	0	0	0	0	0	0	0
AI SD	5	13	23	25	0	4	11	10	106
Clan Lab	0	0	0	0	0	0	0	0	0
Grand Jury	16	6	11	44	21	14	45	26	246
Hayes County					1	13	21	30	66
Juvenile	0	0	3	0	0	0	1	0	6
Williamson Cty	0	0	1	0	1	1	1	1	5

Cases Pending	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov
TOTAL	338	396	473	469	544	480	412	377	353	481
Rocket	96	104	153	132	156	150	81	31	53	56
Jail	0	0	0	0	0	1	0	0	1	0
Court	3	1	1	0	0	5	0	1	1	12
Warrants	28	28	25	21	35	32	25	27	20	25
Federal	14	27	38	42	36	37	36	21	20	23
Prints	0	1	1	0	0	2	3	1	2	1
Det/DNA/Plants/Other	29	33	45	39	45	52	46	42	17	138
Travis County SO	0	0	0	0	0	0	0	0	0	0
AI SD	30	41	36	39	26	1	1	19	19	19
Clan Lab	1	0	1	1	1	2	1	1	1	1
Grand Jury	134	157	171	194	211	196	218	226	216	202



Hayes County	-	-	-	-	-	-	0	6	0	2
Juvenile	0	0	1	1	0	0	1	0	0	0
Williamson Cty	1	0	0	0	1	1	0	2	5	2

Factors impacting turnaround time include:

- The section is making some strides with the backlog and case completions with the addition of additional staffing on casework. Cases submitted increased by 28% this past month. Backlog was increased by 27% this past month as a result.
- Meetings and communication continue with Travis County to come up with a short term and a long term solution for the backlog issue.
- Grant funded overtime continues to be utilized for casework.
- The section also continues to utilize the overtime allotment provided by Travis County.
- There have been no Travis County S.O. cases submitted as of this report.

If you have any questions about the statistics, please contact me.

Bill Gibbens, Manager
Forensic Science Division
Austin Police Department



US

5-15-07 Dan G.A

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF AUSTIN AND TRAVIS COUNTY
FOR FORENSIC LAB SERVICES

FILED
MAY 17 PM 2:20
TRAVIS COUNTY CLERK
AUSTIN TEXAS

This agreement is entered into by and between the City of Austin, a Home Rule City primarily located in Travis County, Texas, (hereinafter referred to as "City"), and Travis County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County").

WHEREAS, the City currently operates a Forensic Science Division in APD for criminal investigation purposes; and.

WHEREAS, the City's Forensic Science Division performs laboratory analysis on drug evidence seized in connection with drug cases; and.

WHEREAS, the City currently employs five forensic chemists to perform such drug analysis; and.

WHEREAS, the City and the County agree that the addition of a sixth forensic chemist to perform drug analysis would enable the City to reduce the time between submission of analysis request and completion of lab analysis and delivery of results (the "turnaround time"); and.

WHEREAS, the City and the County agree that it would be mutually advantageous for the County to provide funding for the City to employ a sixth forensic chemist to perform drug analysis at the Forensic Science Division; and.

WHEREAS, the City and the County agree that the six forensic chemists who will perform laboratory analysis on drug evidence should give priority to drug cases in which the defendants are in jail ("Rocket Docket" cases); and.

WHEREAS, the City and County are authorized to enter into this agreement pursuant to Chapter 791 of the Government Code, the Interlocal Cooperation Act, as each party is contracting for governmental functions that it is authorized to perform individually and both parties agree that all payments made pursuant to this Agreement fairly compensate the performing party for the services provided;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the City and County agree as follows:

SECTION 1. GENERAL INTENT

An increase in the number of drug cases being handled by the Austin Police Department's Forensic Science Division has resulted in an increase in the turnaround time between the submission of drug evidence for analysis and the completion of analysis and the delivery of lab reports. Because jailed defendants charged with drug crimes are often unwilling to dispose of their cases until laboratory analysis on the drug evidence has been completed, the

delay in completing laboratory analysis of drug evidence may result in an increase in the amount of time that jailed drug defendants spend in jail prior to case disposition. The City currently employs five forensic chemists to perform laboratory analysis on drug evidence in drug cases. The City and the County agree that the addition of a sixth forensic chemist to perform laboratory analysis on drug evidence would enable the City to complete drug analyses more quickly. The City and the County agree that it would be mutually advantageous for the County to provide funding for the City to employ a sixth forensic chemist to perform drug analysis at the City's Forensic Science Division. The City and the County also agree that the six forensic chemists who perform drug analysis shall give priority to drug cases in which the defendants are in jail (the "Rocket Docket" cases). The Parties understand and agree that the forensic chemist hired to fill the position being funded by the County will have to be trained and that it will take approximately six months from the date of hiring to realize the full benefit of the new position. The Parties understand and agree that the goal of this interlocal agreement is to reduce the turnaround time between submission of Rocket Docket analysis request and lab results being provided to County to 14 (fourteen) calendar days.

SECTION 2. TERM OF AGREEMENT

2.1 Initial Term. The Initial Term of this Agreement shall begin when it has been signed by both parties, and shall continue through September 30, 2007, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding, this Agreement shall automatically renew annually, on October 1 of each successive year, for up to two (2) one-year renewal terms, unless terminated by either party as provided herein.

2.3 Termination. Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates sixty (60) calendar days after a party receives the notice of termination.

SECTION 3. CITY SERVICES

3.1 Interviewing and Hiring. City will interview, hire, and train a sixth forensic chemist to perform laboratory analysis in drug cases.

3.2 Employee Qualifications. City will ensure that the forensic chemist hired pursuant to this Agreement is fully qualified to perform the drug analysis services contemplated by this Agreement.

3.3 Support. City will provide a workspace and access to any necessary equipment and/or materiel for the accomplishment of one Forensic Chemist's duties under this Agreement.

3.4 Priority for Rocket Docket Cases. The City agrees that six forensic chemists in its Forensic Science Division will be assigned primarily to perform drug analysis. The City further agrees that the six forensic chemists who perform drug analysis will give priority to Rocket Docket cases.

3.5 Drug Analysis for Travis County Sheriff's Office Cases. When six forensic chemists (including five City-funded positions and one County-funded position) are fully trained and performing independent drug analysis, the APD Forensic Science Division will begin performing drug analysis on drug evidence submitted by the Travis County Sheriff's Office in connection with TCSO drug cases. The Parties acknowledge that the addition of TCSO cases to the Forensic Science Division workload may result in an increase in the turnaround time between submission of request and completion of analysis.

3.6 Workload Projections and Performance Measures. Workload projections are shown in Attachment A, which is incorporated herein by reference and made a part hereof. Performance measures are shown in Attachment B, which is incorporated herein by reference and made a part hereof.

SECTION 4. COUNTY FUNDING

4.1 Funding for Forensic Chemist Position. County will provide funding to the City for an additional forensic chemist position in APD's Forensic Science Division. It is specifically understood and agreed by the Parties that the County's funding is for a sixth forensic chemist to be assigned primarily to perform drug analysis in drug cases. County funding shall not be used to supplant City funding for existing forensic chemist positions. The Parties expressly acknowledge and agree that the County shall not be obligated to provide funding for a sixth forensic chemist unless six forensic chemist positions (five City-funded positions and one County-funded position) are fully staffed with forensic chemists who are assigned primarily to perform drug analysis in drug cases.

4.2 Amount of Compensation. For and in consideration of the satisfactory performance of services by City in accordance with terms of this Agreement, County shall reimburse the City FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800.00) per month to fund a sixth forensic chemist position to perform drug analysis in APD's Forensic Science Division. Compensation for partial months will be prorated.

4.3 Invoicing. City shall invoice County monthly for services rendered pursuant to this Agreement. Invoices shall be submitted within 10 calendar days following the end of the calendar month during which the services were performed. The invoice shall include evidence of the employment of five City-funded forensic chemist positions and one County-funded forensic chemist position, all assigned primarily to drug analysis, during the month for which reimbursement is requested. Invoices shall be mailed to:

Kimberly Pierce
Travis County Criminal Justice Planning
P.O. Box 1748
Austin, Texas 78767

4.4 Payment. County shall make payment to City within thirty (30) calendar days following the receipt by County of a proper invoice.

4.5 Parties will pay from revenues currently available. Each party paying for the performance of governmental functions or services under this Agreement will make those payments from current revenues available to that paying party.

SECTION 5. RELATIONSHIP OF PARTIES, AND LIABILITY

5.1 City and County are associated only for the purposes and to the extent set forth herein. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent. No party to this Agreement will be responsible for the acts or omissions of an employee of another party except as may be decreed against that party by a judgment of a court of competent jurisdiction.

5.2 It is expressly understood and agreed that by executing this Agreement no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

5.3 This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

SECTION 6. ASSIGNMENT AND SUBCONTRACTING

6.1 Neither Party may assign its rights or subcontract its duties under this contract without the prior written consent of the other Party. An attempted assignment or subcontract in violation of this paragraph is void.

SECTION 7. TERMINATION FOR UNAVAILABILITY OF FUNDS

7.1 This Agreement is to be contingent upon approval and appropriation by the parties of sufficient funds in their respective operating budgets for each party's fiscal year under this Agreement. In the event that such funding is not appropriated and approved, this Agreement will terminate automatically on the last day in the fiscal year for which sufficient funds were budgeted and appropriated for this Agreement, provided that any such action or termination due to non-appropriation of funds will not be construed as a default under this Agreement. The parties agree to give the other party at least 90 days advance written notice of termination under this provision.

SECTION 8. NOTICE TO PARTIES

8.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified below, and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified below.

Kimberly Pierce
Travis County Criminal Justice Planning
P.O. Box 1748
Austin, Texas 78767

Chief of Police
715 E. 8th Street
Austin, Texas 78701

A party may change its address by providing notice of the change in accordance with this section.

SECTION 9. MISCELLANEOUS

9.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

9.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

This contract is executed in duplicate originals.

CITY OF AUSTIN

TRAVIS COUNTY

By Toby H. Futrell
Toby H. Futrell
City Manager

By Samuel T. Biscoe
Samuel T. Biscoe
County Judge

Date 5/25/07

Date 5-22-07

Attachment A

Statistical Estimates – Work Load Projections

Average Number of Cases Analyzed Per Month 240
Average Number of Rocket Docket Cases Received Per Month 130
Current Case Backlog as of April 17, 2007 475

Work Load Projections

	April 07	May 07	June 07	July 07	Aug 07	Sept 07	Oct 07	Nov 07	Dec 07	Jan 08
Number of Backlog Cases	417	447	477	507	477	387	297	207	177	67
New Cases Received	210	210	210	210	210	210	210	210	210	210
Average Number of Cases Completed	180	180	180	240	300	300	300	240	240	320
Number of Chemists on Casework	3	3	3	4	5	5	5	4	4	6
Average Number of Cases per Chemist	60	60	60	60	60	60	60	60	60	53
Average Turnaround Time (days)	33	33	25	25	25	20	20	20	18	14

Attachment B

Monthly Performance Measures

Performance Measure	Target
Number of Rocket Docket Requests Received	130
Number of Rocket Docket Cases Analyzed	130
Average Number of Days Between Submission of Rocket Docket Analysis Request and Results Being Provided to Customer (Turnaround Time)	14 calendar days

- Targets based on APD casework only. These could be impacted by the addition of TCSO casework.
- TCSO casework to be added once all chemists are performing independent casework.



City of Austin

Found by Congress, Republic of Texas, 1839
Forensic Science Services Division
P O Box 689001 Austin, Texas 78768-9001
512-974-5150



October 9, 2012

Kimberly Pierce
Travis County Criminal Justice Planning

Greetings;

The following information is in regards to the discussion at our meeting on October 5, 2012:

1. What would be the turnaround time of cases sent off to Armstrong Laboratories at APD?

As soon as we receive approval from Travis County, and clarify the list of cases that are to be sent the Evidence Control Section will pull the cases. The submission forms will have to be completed and arrangements will have to be made with Armstrong for pick up. I anticipate (depending on Armstrong's availability) to have them ready and out in a week.

2. Once the backlog is caught up, what would be the expected turnaround time of the cases not considered "Magistrate Court" cases?

Once the backlog is eliminated the worst case scenario for turnaround time on all cases would be 60 days. If we can come up with a process for the section to be alerted with a sufficient amount of time when a case is set for docket, we can prioritize those cases so that they are worked out in a more efficient manner.

3. Historically, what is the increase in incoming casework for the chemistry section?

The Chemistry section is responsible for two specific disciplines, drug chemistry and blood alcohol. In 2008 the section received 2,877 drug analysis cases and 442 blood alcohol cases, totaling 3,319 total cases. In 2011 the section received 2,659 cases for drug analysis but 1,281 cases for blood alcohol, for a total of 3,940 total cases. The increase in blood alcohol requests has forced the section to place on full time chemist on that discipline and begin training another. The biggest impact to turnaround time is the number of federal cases the section is receiving. In 2008 the section received 75 federal cases, and in 2011 the section received 131 federal cases. Each case will take one chemist off of any other casework for a period of at least one week to concentrate on that one analysis. Blood alcohol cases are at 1,411 as of September 30, 2012 for this year, so we are experiencing another drastic increase in this area.

As stated in the meeting, the intention is to set up a meeting with Gary Cobb and other Travis County staff to better understand the process and the priorities of the County with regards to narcotics cases. This should assist us in resetting priorities for the contract chemist if necessary.

If approval is obtained to send the narcotics cases off to Armstrong laboratories, work with our Evidence Control Section and Armstrong to ensure that this process is handled in a timely manner on APD side of the process.

The issue with a timely turnaround is two-fold. The lack of staffing (vacancies and FMLA issues) for several months put the laboratory behind on casework and there has been difficulty in catching up to a current work period. The increase in case demand on this section in several areas has resulted in a lack of staffing to keep up with the current input of analysis requests.

If you need additional information please contact me.

Sincerely,

A handwritten signature in black ink that reads "William Gibbens". The signature is written in a cursive style and is positioned above a horizontal line.

William Gibbens, Manager
Forensic Science Services
Austin Police Department
(512) 974-5118



Austin Police Department

*City of Austin: Founded by Congress, Republic of Texas, 1839
P.O. Box 689001, Austin, Texas 78768-9001 Telephone (512) 974-5000
www.cityofaustin.org/police*

To: Kimberly Pierce, Travis County Justice Planning Council
From: Bill Gibbens, Forensic Science Division Manager
Date: November 15, 2012
Subject: Drug Chemistry Section Status

For the past several years the Department has seen an increase in the number of forensic related analysis being performed, particularly in the area of forensic chemistry. This section is responsible for analyzing all drug related evidence, responding to clandestine laboratories, performing blood alcohol analysis and performing the technical oversight for the breath alcohol program in Travis County.

The forensic chemistry section is currently staffed as follows:

- 1 – Supervisor
- 1.5 - Blood Alcohol Chemist
- 1.5 – Breath Test Program Technical Supervisor
- 5.0 – Drug Chemists (1 position currently on FMLA)

This section has seen no growth in additional staffing through the budget process since 1992 however the customer base and demand on the laboratory has continued to grow annually. For example, historically there has been one position responsible for the breath alcohol testing responsibilities. The number of tests in the breath alcohol program rose 24% in 2009 and the increased number of court hours and maintaining additional I/O sites such as the BAT Bus has increased the man hours significantly, rendering it impossible for this program to be managed by one FTE. In 2010 another staff member was trained for this position and ½ of that FTE is devoted to this function. This removed ½ of an FTE from the drug analysis function. The continued mandate of “No Refusal” has escalated blood analysis from 389 cases in 2007 to 1,281 cases in 2011, with an estimated caseload of over 1,800 in 2012. One staff member is assigned this function. The section is cross training another chemist (the second ½ position) however that will remove more staffing from the chemistry analysis function, which also has a building backlog of casework. In 2008 the section received 2,877 drug analysis cases. In 2011 the section received 2,659 cases for drug analysis. Even though the number of drug cases decreased slightly, the number of federal cases has significantly increased. The laboratory received 75 federal cases in 2008 compared to 131 federal cases in 2011.

These cases have a major impact on turnaround as well as the number of analysis a chemist can complete. Each federal case will take one chemist off of any other casework for a period of at least one week to concentrate on that one analysis. With the increase in overall section



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caseload and the limited staffing, the backlog of cases in the chemistry laboratory is currently over 500 blood alcohol cases and over 400 drug cases, impacting the judicial process.

Current Monthly Averages of the Section Caseload for Drug Analysis (Jan-Oct 2012):

Total Drug Cases Received:	210 per month
Total Drug Case Completed:	187 per month
Magistrate Court Cases Received:	86.9 per month
Magistrate Court Cases Completed:	90.7 per month

The MOU with Travis County was designed to assist with expediting magistrate court cases. These cases are identified and requested by the Travis County District Attorney staff. The MOU identifies an expected turnaround time of 15 days. With shortage of staffing in 2011 this timeline was not being met. However the current status of this program is as follows:

Month of November 2012 (as of November 14, 2012)

Magistrate court cases completed:	40
Cases pending:	38
Cases in process:	22 of the 38 listed above
Turnaround Time:	14.57 days

A three month study was performed in which one chemist was assigned to work full time on magistrate court cases exclusively. This was done to get provide a better baseline number of the number of magistrate court cases one position should be performing. The average per month completed by this one analyst was 55.6. The laboratory is completing 85 per month on scheduled hours. Another 8 per month are completed on overtime. The number of cases being completed on a monthly basis far exceeds the expectations of the single funded chemist for this project.

The MOU also provides \$1,000 per month to support the casework for magistrate court cases. In 2012 this funding has provided 110 man-hours used to support the analysis of a total of 56 cases and review of 299 cases.

The current backlog in question is outside the MOU. It is the pending requests that do not fall within the magistrate court cases. Currently the backlog is at 211 state cases and the delay is back to May 1, 2012. The section can no longer meet quick turnaround times on all cases being submitted to the laboratory with the resources currently available.

The main concern of the judicial staff is that they are re-setting cases due to analysis reports not being available at the time of court appearance.

One recommendation is for someone in the process to notify the laboratory of the court date, when set. This will allow the laboratory to prioritize these cases and should give the laboratory sufficient time to get complete, until a permanent solution to the backlog is in place. It will be imperative that the laboratory is notified as soon as the date is set so that there is maximum time to complete the analysis.

Secondly, it was discussed to utilize the overtime funds towards outside testing of pending cases. It was discussed that these funds will eliminate about 100 cases, which is about 1/2 of the current backlog. This will impact minimally impact the turnaround time from the laboratory, however an immediate benefit will be realized in the area of concern.



updated 01-03-13 at 3:50pm

Please contact me if you should require additional information regarding this matter.

Sincerely,

Bill Gibbens, Manager
Forensic Science Division
Austin Police Department



Keeping you, your family and our community safe.



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

Prepared By/Phone Number: J. Lee Perry/512-854-9724

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Onion Creek Greenway, Phase I, Segment I, Construction Project, IFB No.B1210-004-LP, to the low bidder, Smith Contracting Company, Inc.

- **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.
- Onion Creek Greenway, Phase I, Segment I, is a park construction project consisting primarily of; trails, pedestrian bridges, fishing pond improvements, wildlife viewing areas, open play meadow, pavilion, picnic tables, playscape, parking area, interpretative amenities and native grass restoration.
- On November 14, 2012, five (5) bids were received for Onion Creek Greenway, Phase I, Segment I, Construction Project, in which the bids ranged from \$2,782,139.50 to \$3,361,269.00.
- As a result, TNR recommends awarding a contract to the apparent low bidder, Smith Contracting Company, Inc., in the amount of \$2,782,139.50.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$2,782,139.50
 - Contract Type: Construction
 - Contract Period: Through Completion

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.

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 67

Responses Received: 5

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 7.2%

➤ **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: N/A

➤ **Funding Information:**

- Shopping Cart/Funds Reservation in SAP: 0300000433
- Funding Account(s): 1490220000 and 1490222037
- Comments: N/A



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

STEVEN MANILLA, COUNTY EXECUTIVE

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

December 7, 2012

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent
FROM: Steve Manilla, TNR County Executive
SUBJECT: Onion Creek Greenway, Phase1, Segment 1
IFB No. B12010-004-LP
Contract Award Recommendation

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2012 DEC 10 AM 4:45

The following information is for your use in preparing a request to Commissioners Court to award a Construction Contract for the Onion Creek Greenway, Phase1, Segment 1 project. Below TNR Financial Services indicates fund sources and availability. Please contact me at 854-9429 if you have any questions or need additional information.

Proposed Motion:

Consider and take appropriate action on a request to approve a Construction Contract with Smith Contractors for improvements to Onion Creek Greenway, Phase1, Segment 1, in Precinct 4.

Summary and Staff Recommendations:

The scope of this project is a park construction including trails, pedestrian bridges, fishing pond improvements, wildlife viewing areas, open play meadow, pavilion, picnic tables, playscape, parking area, interpretative amenities and native grass restoration.

County Purchasing advertised the IFB for this project in October 19, 2012 and held a bid opening on November 14, 2012. The designer's estimate was \$3,298,204.34.

Bids were received from five contractors. The lowest bid received was from Smith Contractors in the amount of \$2,782,139.50. TNR recommends award of the contract to Smith Contractors.

Budgetary and Fiscal Issues:

Funding for this contract award is encumbered on funds reservation number 300000433. The current account information is below, however all funds will be moved to GL account 522080 (Infrastructure Park Improvements) once the bond fund budgets are available in SAP for FY 2013.

MT TR #7746 / TRD #R1210-004-LP

Fund Center	Fund	GL Account	WBS	Funding Source	Amount
1490220000	4039 (464)	521060	PKCN149000003	2001 Bond SE Park	\$ 103,656.00
1490220000	4039 (464)	580060	PKCN149000003	2001 Bond SE Park Admin Savings	\$ 241,881.00
1490220000	4064 (518)	580060	PKCN149000003	2005 Bond SE Park	\$ 773,859.50
1490220000	4047 (472)	521060	PKCN149000003	2005 Bond SE Park	\$ 150,831.00
1490220000	4053 (507)	521060	PKCN149000003	2005 Bond SE Park	\$ 850.00
1490220000	4060 (514)	580060	PKCN149000003	2005 Bond Unallocated Prop 2	\$ 595,883.00
1490222037	2037 (478)	521060	PKCN149000003	TPWD Grant	\$ 915,179.00

Total \$2,782,139.50

Attachments:
Bid Tabulation

CC:

Cynthia McDonald, Donna Williams-Jones, Tawana Gardner TNR Financial Services
 Lee Perry, Purchasing
 Charles Bergh, Parks Director
 Robert Armistead, Parks Division Manager
 Steve Sun, P.E. Assistant PW Director
 Miguel Villarreal, P.E. TNR Project Manager

45	044300	A1	A3	Sandstone Retaining Wall	EA	333	\$	50.00	\$	16,650.00	\$26.00	\$8,325.00	\$40.00	\$13,320.00	\$9,990.00	\$7,022.97	\$36.00	\$21,645.00
46	N/A	A5	A14	Found Access Easements	SF	1,840	\$	12.00	\$	23,280.00	\$15.00	\$27,960.00	\$30.00	\$59,200.00	\$44,738.40	\$26,816.80	\$13.72	\$56,200.00
47	044300	EA	20	Drainage - Miscellaneous	EA	20	\$	100.00	\$	2,000.00	\$500.00	\$10,000.00	\$0.00	\$4,033.45	\$0,669.00	\$10,186.20	\$400.00	\$0,000.00
48	042000	EA	8	Drainage/Fence	EA	8	\$	550.00	\$	4,400.00	\$800.00	\$6,400.00	\$1,500.00	\$5,090.85	\$4,634.90	\$3,876.60	\$1,000.00	\$0,000.00
49	044300	EA	2	Bird Blind	EA	2	\$	125.00	\$	7,750.00	\$91.00	\$5,025.00	\$500.00	\$1,000.00	\$7,776.76	\$223.90	\$13,863.20	\$9,300.00
50	321313	EA	1	Archaeological Dig	EA	1	\$	12,000.00	\$	12,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$8,358.44	\$25,000.00	
51	N/A	EA	7	Archaeological Sand Fill	EA	7	\$	150.00	\$	1,050.00	\$250.00	\$1,750.00	\$50.00	\$5,500.00	\$2,000.00	\$4,500.00	\$150.00	\$1,050.00
52	N/A	EA	8	Archaeological Sand Fill	EA	8	\$	40,000.00	\$	40,000.00	\$87,210.00	\$87,210.00	\$8.00	\$4,786.00	\$93,996.00	\$83,210.00	\$68,000.00	\$88,000.00
53	N/A	EA	2	Fence Gate	EA	2	\$	2,000.00	\$	4,000.00	\$850.00	\$1,300.00	\$600.00	\$1,000.00	\$801.75	\$417.75	\$1,100.00	\$2,200.00
54	N/A	EA	1	Kiosk including signage, complete in place	EA	1	\$	4,500.00	\$	4,500.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$7,785.10	\$7,785.10	\$12,600.00	\$12,600.00
55	Plans	EA	7	Trail Intersection Graphic	EA	7	\$	4,460.00	\$	31,960.00	\$400.00	\$2,800.00	\$1,000.00	\$7,000.00	\$1,077.02	\$2,670.92	\$3,000.00	\$21,000.00
56	N/A	EA	4	TPWD Boulder and Plaques, complete in place	EA	4	\$	3,600.00	\$	14,000.00	\$500.00	\$2,000.00	\$5,000.00	\$2,000.00	\$6,557.24	\$9,083.48	\$3,000.00	\$12,000.00
57	N/A	EA	1	TPWD Temporary and Sign, complete in place	EA	1	\$	2,500.00	\$	2,500.00	\$400.00	\$400.00	\$500.00	\$500.00	\$736.91	\$680.76	\$3,500.00	\$6,500.00
58	N/A	EA	0	Regulatory/Directional Signage, structure and graphic, installed	EA	0	\$	500.00	\$	4,500.00	\$800.00	\$7,200.00	\$1,500.00	\$13,500.00	\$1,007.87	\$827.08	\$5,843.72	\$12,000.00
59	N/A	EA	1	Lizard Log by UPC, including delivery and installation	EA	1	\$	3,938.00	\$	3,938.00	\$5,036.00	\$5,036.00	\$0,500.00	\$6,500.00	\$6,741.03	\$4,658.69	\$5,800.00	\$5,800.00
60	N/A	EA	1	Raccoon Log by UPC, including delivery and installation	EA	1	\$	5,344.00	\$	5,344.00	\$6,800.00	\$6,800.00	\$7,500.00	\$7,500.00	\$9,361.65	\$7,847.04	\$7,200.00	\$7,200.00
61	N/A	EA	1	Forced Log by UPC, including delivery and installation	EA	1	\$	2,531.00	\$	2,531.00	\$3,473.00	\$3,473.00	\$5,000.00	\$5,000.00	\$4,333.04	\$4,451.04	\$4,000.00	\$4,000.00
62	N/A	EA	1	Ground Log by UPC, including delivery and installation	EA	1	\$	2,250.00	\$	2,250.00	\$3,161.00	\$3,161.00	\$5,000.00	\$5,000.00	\$3,852.34	\$4,065.04	\$3,000.00	\$3,000.00
63	N/A	EA	1	Angle Log by UPC, including delivery and installation	EA	1	\$	2,981.00	\$	2,981.00	\$3,973.00	\$3,973.00	\$5,500.00	\$5,500.00	\$5,102.82	\$5,407.04	\$4,000.00	\$4,000.00
64	N/A	EA	0	Medium-Hop Rock by UPC, including delivery and installation	EA	0	\$	413.00	\$	2,478.00	\$1,120.00	\$0,720.00	\$1,250.00	\$7,500.00	\$707.08	\$1,890.04	\$800.00	\$4,800.00
65	N/A	EA	3	Small Hop Rock by UPC, including delivery and installation	EA	3	\$	281.00	\$	843.00	\$975.00	\$2,925.00	\$1,000.00	\$3,000.00	\$441.00	\$995.52	\$2,986.56	\$1,600.00
66	N/A	EA	4	Large Hop Rock by UPC, including delivery and installation	EA	4	\$	544.00	\$	2,178.00	\$1,265.00	\$1,590.00	\$1,500.00	\$6,000.00	\$654.44	\$1,516.80	\$6,075.60	\$1,000.00
67	N/A	EA	1	Rubber Hop Rock by UPC, including delivery and installation	EA	1	\$	499.00	\$	499.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$948.02	\$2,000.90	\$3,500.00	\$3,500.00
68	N/A	EA	1	5-12 year old Play Structure, including delivery and installation	EA	1	\$	77,180.00	\$	77,180.00	\$88,090.00	\$88,090.00	\$90,000.00	\$90,000.00	\$87,596.43	\$77,636.00	\$75,000.00	\$75,000.00
69	N/A	EA	1	Stand Up See Saw by LSI, including delivery and installation	EA	1	\$	1,840.00	\$	1,840.00	\$2,105.00	\$2,105.00	\$5,000.00	\$5,000.00	\$2,856.71	\$2,760.14	\$5,000.00	\$5,000.00
70	N/A	EA	1	X-Grass 50oz Superdawn MS Pro Fall surface with Enwofill, 1" and 2" depth SoftPeds and all associated drainage complete in place	SF	6,130	\$	12.00	\$	73,560.00	\$19.50	\$121,145.00	\$16.80	\$101,145.00	\$121,312.70	\$19.04	\$116,716.20	\$122,600.00
71	129300	EA	7	Picnic Table, Game Time P166-P16 - transport and installation only	EA	7	\$	100.00	\$	700.00	\$300.00	\$2,100.00	\$250.00	\$1,750.00	\$422.87	\$1,101.80	\$300.00	\$2,100.00
72	129300	EA	13	ADA Picnic Table, Game Time P166H-PTB - transport and installation only	EA	13	\$	100.00	\$	1,300.00	\$300.00	\$3,900.00	\$250.00	\$3,250.00	\$422.87	\$1,101.80	\$400.00	\$5,200.00
73	129300	EA	1	Bike Rack, Game Time P800SSM - transport and installation only	EA	1	\$	100.00	\$	100.00	\$200.00	\$200.00	\$200.00	\$200.00	\$206.42	\$1,501.33	\$400.00	\$400.00
74	129300	EA	10	Trash Receptacle, Game Time TRS-32 - transport and installation only	EA	10	\$	100.00	\$	1,000.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$1,802.28	\$508.88	\$400.00	\$4,000.00
75	129300	EA	7	Bench - Game Time Hamilton Bench with Back P91-SEP	EA	7	\$	100.00	\$	700.00	\$300.00	\$2,100.00	\$200.00	\$1,400.00	\$243.75	\$1,731.28	\$400.00	\$2,800.00
76	129300	EA	7	Folding Benches, Traffic Guard HRB-96 - transport and installation only	EA	7	\$	100.00	\$	700.00	\$200.00	\$1,400.00	\$200.00	\$1,400.00	\$100.80	\$307.85	\$400.00	\$2,800.00
77	129300	EA	13	Gift Picnic Rock, EC-26RS B2 - transport and installation only	EA	13	\$	100.00	\$	1,300.00	\$200.00	\$2,600.00	\$200.00	\$1,800.00	\$2,343.38	\$419.07	\$5,447.81	\$6,500.00
78	329225	EA	11	Native Seed Mix - Blackland Prairie, 10lb/acre	EA	11	\$	0.50	\$	5.50	\$6,475.00	\$1.50	\$16,725.00	\$2.00	\$22,500.00	\$0.98	\$12,691.00	\$19,425.00
79	329225	EA	11	Herbicide Application, Landscape Preparation & removal of dead weeds (including all labor & supervision)	EA	11	\$	5.00	\$	55.00	\$2.00	\$22,000.00	\$0.75	\$8,212.50	\$5.25	\$67,687.50	\$1.66	\$21,487.00
80	329225	EA	11	Herbicide Application, Landscape Preparation & removal of dead weeds (including all labor & supervision)	EA	11	\$	0.65	\$	7.15	\$3.80	\$49,210.00	\$0.50	\$5,475.00	\$0.28	\$3,628.00	\$0.98	\$19,425.00
81	329225	EA	11	Herbicide Application, Landscape Preparation & removal of dead weeds (including all labor & supervision)	EA	11	\$	0.65	\$	7.15	\$3.80	\$49,210.00	\$0.50	\$5,475.00	\$0.28	\$3,628.00	\$0.98	\$19,425.00
82	329225	EA	11	Herbicide Application, Landscape Preparation & removal of dead weeds (including all labor & supervision)	EA	11	\$	0.65	\$	7.15	\$3.80	\$49,210.00	\$0.50	\$5,475.00	\$0.28	\$3,628.00	\$0.98	\$19,425.00

Note: Quantity correction for items 26, 27, and 28.

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yards, GAL = Gallon, KG = 1000GAL, TON = Ton, MO = Month, EA/DAY = per Each per DAY, LS = Lump Sum, SF = Square Feet

Contract No. 4400001160

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and SMITH CONTRACTING COMPANY, INC. (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of ONION CREEK GREENWAY, PHASE 1, SEGMENT 1 in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans ONION CREEK GREENWAY, PHASE 1, SEGMENT 1 (B1210-004-LP), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (B1210-004-LP).

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of ONION CREEK GREENWAY, PHASE 1, SEGMENT 1 in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (B1210-004-LP) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (B1210-004-LP) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the project within 160 calendar days, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$2,782,139.50 consisting of \$1,669,283.70 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$1,112,855.80 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor must maintain internal records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

Contract No. 4400001160

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

SMITH CONTRACTING COMPANY, INC.

BY: _____

BY: Hardin Coy II VP

TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

ONION CREEK GREENWAY - PHASE 1, SEGMENT 1 (SMITH CONTRACTORS)
--

S.S. stands for Special Specification.

Both S.P. and S.S. are included in the project manual.

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, VF = Vertical Foot, STA = Stations, AC = Acre, EA = Each, SY = Square Yards, LS = Lump Sum, SF = Square Feet, EA = Each, FF = Face Foot

NOTE: DUE TO GRANT FUNDING, ALL GRANT ITEMS TO BE CONSTRUCTED FIRST. ADDITIONALLY, ANY ITEM IN THE PLANS OR SPECIFICATIONS WITHOUT A SPECIFIC PAY ITEM IS CONSIDERED SUBSIDIARY TO THE LISTED PAY ITEMS.

Bid Item No.	Spec. No.	S.S. No.	Grant Item No.	Description	Unit	Quantity	Unit Price	Amount	Notes
A. Project Initiation/Erosion/Sedimentation Controls (Includes all equipment and labor)									
1	641S			Stabilized Construction Entrance	EA	3	\$1,200.00	\$3,600.00	Ref. Detail 641S-1/C 1.4
2	102S		A9	Clearing and Grubbing	AC	3	\$6,000.00	\$18,000.00	Ref. Sheet H 2.4
3	N/A			Fence Removal and Disposal	LF	2,540	\$5.50	\$13,970.00	Ref. to H2 Sheets
4	648S		A1, A2, A3	Mulch Sock, 12" diameter	LF	16,270	\$8.00	\$130,160.00	Ref. Detail 648S-1/C 1.4
5	648S		A1, A2, A3	Mulch Sock, 18" diameter	LF	2,080	\$10.75	\$22,360.00	Ref. Detail 648S-1/C 1.4
6	610S		A1, A2, A3	Tree Protection Fencing (Orange Plastic Safety Fence, 4' Min Height)	LF	7,700	\$2.00	\$15,400.00	Ref. Detail 610S/C 1.4
7	639S		A1, A2, A3	Rock Berm	LF	250	\$25.00	\$6,250.00	Ref. Detail 639S-1/C 1.4
8	605S			Soil Retention Blanket	SY	1,000	\$2.50	\$2,500.00	Ref. Sheets C 1.1 C 1.4
9	604S		A9	Revegetation, including topsoil and native seed mix, established	LS	1	\$100,000.00	\$100,000.00	Ref. Notes/ C 1.4
10	824S			Handicapped Parking Sign and Post	EA	3	\$350.00	\$1,050.00	Ref. Sheet C 3.2
11	871S			Parking Lot Striping (4" Width)	LF	1,900	\$1.00	\$1,900.00	Ref. Sheet C 3.2
12	871S			Parking Lot Striping (Handicapped Symbol)	EA	3	\$250.00	\$750.00	Ref. Sheet C 3.2
B. Drainage/Water Quality Improvements									
13	510			30" RCP	LF	24	\$120.00	\$2,880.00	Ref. Sheet C 2.2
14	410S			TxDot Safety End Treatment SETP-PD (2-TYII) for Double 30" Pipe	EA	1	\$3,000.00	\$3,000.00	Ref. Sheet C 3.3
15		Geotechnical Report	A1, A2, A3	Culvert Crossing A - Set Drainage Structures for 18' Contech Aluminum Structural Plate, Complete in Place Including Grading, Headwalls, and Backfill or Approved Equal.	LS	1	\$42,000.00	\$42,000.00	Ref. Detail 2/4/H 3.6
16	510			48" CMP (AASHTO M36, Type 1A)	LF	107	\$160.00	\$17,120.00	Ref. Sheet C4.1
17	Per Plans			Rock Riprap (Angular, Size 8"-12")	CY	400	\$70.00	\$28,000.00	Ref. Sheets C4.1/C4.2
18	410S			Overflow Inlet	EA	1	\$8,000.00	\$8,000.00	Ref Sheet C4.2
19	410S			Concrete Headwall	EA	1	\$5,000.00	\$5,000.00	Ref Sheet C4.3

Bid Item No.	Spec. No.	S.S. No.	Grant Item No.	Description	Unit	Quantity	Unit Price	Amount	Notes
20		Geotechnical Report	A1, A2, A3	Culvert Crossing B - Set Drainage Structures for 18' Contech Aluminum Structural Plate, Complete in Place Including Grading, Headwalls, and Backfill or Approved Equal.	LS	1	\$42,000.00	\$42,000.00	Ref. Detail 3/4/H 3.6
21		X	A4	Conlock Slope Stabilization-Set Unit.	SF	1,250	\$15.00	\$18,750.00	Ref. Detail 1/H 3.7
22	510			6" PVC (Sch 40 Pipe)	LF	120	\$30.00	\$3,600.00	Ref. Sheet C 2.1
23	410S			Pipe Headwall for 6" PVC	EA	1	\$400.00	\$400.00	Ref. Details 508S-15/C 3.2
C. Structural Improvements									
24	Ref. S1.0		A1, A2, A3	Drilled Shaft - 24" diameter	LF	160	\$100.00	\$16,000.00	Ref. S3.0
25	Ref. S1.0		A1, A2, A3	Drilled Shaft - 36" diameter	LF	160	\$120.00	\$19,200.00	Ref. S3.0
26	Ref. S1.0	Geotechnical Report	A1, A2, A3	Vehicular Bridge abutment	CY	13.69	\$1,000.00	\$13,690.00	Ref. S2.0/S3.0
27	Ref. S1.0	Geotechnical Report	A1, A2, A3	Pedestrian Bridge abutment	CY	6.63	\$1,000.00	\$6,630.00	Ref. S2.0/S3.0
28	Ref. S1.0	Geotechnical Report	A8	Pavilion Foundation, including excavation, underlayment, concrete and reinforcement complete in place	CY	93.36	\$425.00	\$39,678.00	Ref. S2.1
D. Parking Improvements									
29	340S			Type C HMAC Pavement, 3 1/2" thickness	SY	4,974	\$18.00	\$89,532.00	Ref. Sheet C 3.1
30	210S			Crushed Limestone Base, 12" Thickness	SY	6,342	\$13.00	\$82,446.00	Ref. Sheet C 3.1
31	430S			Concrete Curb and Gutter	LF	3,070	\$14.00	\$42,980.00	Ref. Sheet C 3.1
32	430S			Concrete Laydown (Ribbon) Curb	LF	522	\$11.00	\$5,742.00	Ref. Sheet C 3.1
33	439S			Parking Lot Bumper Cur	EA	44	\$55.00	\$2,420.00	Ref. Detail Sheet C 3.2
E. Site Work and Hardscape									
34	321313		A1/A2/A3/A5	Concrete Paving, 6" thick with base	SF	185,534	\$5.25	\$974,053.50	Ref. Detail 1/H 3.4
35	510		A1, A2, A3	6" PVC (Sch 40 Pipe) as Drainage	LF	552	\$40.00	\$22,080.00	Ref. Detail 1/H 3.4
36	410S		A1, A2, A3	Pipe Headwall for 6" PVC	EA	92	\$300.00	\$27,600.00	Ref. Detail 1/H 3.4
37		X	A1, A2, A3	130 LF Contech Half Truss Vehicular Bridge A	EA	1	\$192,000.00	\$192,000.00	Ref. Detail 1/H 3.6
38		X	A1, A2, A3	110 LF Contech Half Truss Pedestrian Bridge B	EA	1	\$160,000.00	\$160,000.00	Ref. Detail 1a/H 3.6
39	N/A		A1	Guardrail	LF	204	\$95.00	\$19,380.00	Ref. Detail 6/H 3.6
40	044300		A1	Headwall Masonry	FF	844	\$16.00	\$13,504.00	Autumn Blend Sandstone Ref. Detail 5/H 3.6
41	321313		A6	Picnic Table Pads 10'x12' with Grill Pad (11 total)	SF	2,420	\$6.00	\$14,520.00	Ref. Detail 1/H 3.11
42	321313		A7	Play Curb at Play Structures and Archeological Dig	LF	634	\$40.00	\$25,360.00	Ref. Detail 3/H 3.1a
43			A7	Boulder Edge at Play Structures	LF	50	\$50.00	\$2,500.00	Ref. Detail 2/H 3.1a

Bid Item No.	Spec. No.	S.S. No.	Grant Item No.	Description	Unit	Quantity	Unit Price	Amount	Notes
44			A7	Foot Bridge at Playscapes	LF	9	\$600.00	\$5,400.00	Ref. Detail 1/H 3.1b
45	044300		A1, A2, A3	Sandstone Retaining Wall	FF	333	\$25.00	\$8,325.00	Autumn Blend Sandstone Ref. Detail 2/H 3.4
46	N/A		A5/A14	Pond Access Flagstone	SF	1,940	\$15.00	\$29,100.00	Autumn Blend Sandstone Ref. Detail 2/H 3.2
47	044300		A7	Boulder - Miscellaneous	EA	20	\$500.00	\$10,000.00	Autumn Blend Sandstone Ref. Detail 1,L/H 3.1a
48				Dragonfly Perch	EA	8	\$800.00	\$6,400.00	Ref. Detail 3/H 3.2
49	042000 and 044300		A13	Bird Blind	LF	62	\$81.00	\$5,022.00	Ref. Detail 1/H 3.3
50	044300 and 321313		A12	Archeological Dig	EA	1	\$10,000.00	\$10,000.00	Ref. Detail 2/H 3.2
51	N/A		A12	Archeological Dig Sand infill	CY	7	\$250.00	\$1,750.00	Ref. Detail 2/H 3.2
52	N/A		A8	Prefabricated Pavilion by Litchfield #173252-MR, complete in place	EA	1	\$87,210.00	\$87,210.00	Ref. Detail 1/H 3.5
53	N/A			Fencing at SH 130	LF	592	\$12.00	\$7,104.00	Ref. Detail 3/H 3.4
54	N/A			Fence Gate	EA	2	\$650.00	\$1,300.00	Ref. Detail 3/H 3.4
55	Per Plans		B1	Kiosk including signage, complete in place	EA	1	\$3,000.00	\$3,000.00	Ref. Detail 2/H 3.9
56	321313		B1	Trail Intersection Graphic	EA	7	\$400.00	\$2,800.00	Ref. Detail 1/H 3.4
57	N/A		A15	Interpretive Signage, structure and graphic installed	EA	4	\$500.00	\$2,000.00	Ref. Detail 1/H 3.9
58	N/A		B1	TPWD Boulder and Plaque, complete in place	EA	1	\$2,000.00	\$2,000.00	Ref. Detail 1/H 3.10
59	N/A		B1	TPWD Temporary and Sign, complete in place	EA	1	\$400.00	\$400.00	Ref. Detail 1/H 3.10
60	N/A		B1	Regulatory/Directional Signage, structure and graphic, installed	EA	9	\$800.00	\$7,200.00	Ref. Detail 2/H 3.10

F. Furnishings

61	Per Manufacturer		A7	Lizard Log by UPC, including delivery and installation	EA	1	\$5,036.00	\$5,036.00	See Legend H3.1a by UPC Parks
62	Per Manufacturer		A7	Raccoon Log by UPC, including delivery and installation	EA	1	\$6,600.00	\$6,600.00	See Legend H3.1a by UPC Parks
63	Per Manufacturer		A7	Forked Log by UPC, including delivery and installation	EA	1	\$3,473.00	\$3,473.00	See Legend H3.1a by UPC Parks
64	Per Manufacturer		A7	Ground Log by UPC, including delivery and installation	EA	1	\$3,161.00	\$3,161.00	See Legend H3.1a by UPC Parks
65	Per Manufacturer		A7	Angle Log by UPC, including delivery and installation	EA	1	\$3,973.00	\$3,973.00	See Legend H3.1a by UPC Parks
66	Per Manufacturer		A7	Medium Hop Rock by UPC, including delivery and installation	EA	6	\$1,120.00	\$6,720.00	See Legend H3.1a by UPC Parks
67	Per Manufacturer		A7	Small Hop Rock by UPC, including delivery and installation	EA	3	\$975.00	\$2,925.00	See Legend H3.1a by UPC Parks
68	Per Manufacturer		A7	Large Hop Rock by UPC, including delivery and installation	EA	4	\$1,265.00	\$5,060.00	See Legend H3.1a by UPC Parks

Bld Item No.	Spec. No.	S.S. No.	Grant Item No.	Description	Unit	Quantity	Unit Price	Amount	Notes
69	Per Manufacturer		A7	Rubber Hop Rock by UPC, including delivery and installation	EA	1	\$2,000.00	\$2,000.00	See Legend H3.1a by UPC Parks
70	Per Manufacturer		A7	5-12 year old Play Structure, including delivery and installation	EA	1	\$86,090.00	\$86,090.00	See Legend H3.1a by LSI
71	Per Manufacturer		A7	Stand Up See Saw by LSI, including delivery and installation	EA	1	\$2,105.00	\$2,105.00	See Legend H3.1a by LSI
72		X	A7	X-Grass 50oz Superlawn MS Pro Fall surface with Envirofill, 1" and 2" depth SofPads and all associated drainage complete in place	SF	6,130	\$16.50	\$101,145.00	Ref. Detail 3/H 3.1a
73	129300		A6	Picnic Table, GameTime P158-PT6 - transport and installation only	EA	7	\$300.00	\$2,100.00	Ref. Furnishings Legend/H 3.11
74	129300		A6	ADA Picnic Table, GameTime P158HA-PT8 - transport and installation only	EA	13	\$300.00	\$3,900.00	Ref. Detail 1/H 3.11
75	129300			Bike Rack, Game Time P5805SM - transport and installation only	EA	1	\$200.00	\$200.00	Ref. Detail 6/H 3.11
76	129300			Trash Receptacle, Game Time TRS-32 - transport and installation only	EA	10	\$200.00	\$2,000.00	Ref. Detail 3/H 3.11
77	129300			Bench - GameTime Hamilton Bench with Back P91-SE6	EA	7	\$300.00	\$2,100.00	Ref. Detail 4/H 3.11
78	129300			Folding Bollard, Traffic Guard HRB36 - transport and installation only	EA	7	\$200.00	\$1,400.00	Ref. Detail 5/H 3.11
79	129300			Grill, Pilot Rock, EC-26/S B2 - transport and installation only	EA	13	\$200.00	\$2,600.00	Ref. Detail 2/H 3.11
G. Landscape Planting									
80	329225		A11	Native Seed Mix - Blackland Prairie, Native American Seed #2800, 10lbs/acre	SY	12,950	\$1.50	\$19,425.00	Ref. Note/H 2.4
81	329225		A11	"Chocolate" Brown Loam Topsoil, Imported and Spread at 1" depth	SY	12,950	\$2.00	\$25,900.00	Ref. Note/H 2.4
82	329225		A9	Herbicide Application, Landscape Preparation & removal of dead weeds (including all labor & supervision)	SY	12,950	\$3.80	\$49,210.00	Ref. Note/H 2.4
TOTAL								\$2,782,139.50	

Below please type the base bid amount in words below.

Two million, seven hundred eighty two thousand, one hundred thirty nine dollars and fifty cents

Tax Exempt Total	\$1,669,283.70	Non-Tax Exempt Total	\$1,112,855.80
Tax exempt costs are the total cost of materials incorporated into the		Non-Tax exempt costs are all other charges, including the cost of labor,	
NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.			



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

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 Modification No. 6 to Contract No. 4400000740 (HTE Contract No. PS090115RE), Family Eldercare, Inc. for Support 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.

Family Eldercare, Inc. provides financial stability services to low income, Travis County elderly adults and disabled individuals through the Representative Payee Program. The program assists with managing day-to-day bills and provides a case manager to assist with access to benefits in which the elderly and disabled may be entitled.

Family Eldercare has submitted a budget request in accordance with Travis County's Budget Rules for an increase in the amount of funding to support its program.

Modification No. 6 will add an additional \$23,755 to the current not to exceed amount of \$54,710. The total contract amount will be \$78,465. HHS & VS approved Family Eldercare for \$95,020 in FY2013 annual on-going funding for these services. This requested modification, is one-quarter of the FY2013 annual on-going award. It will prevent a gap in services and continue to provide funding for the case managers the remainder of the 2012 calendar year.

ID# 7816

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

HUB Information:

% 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:**

Shopping Cart/Funds Reservation in SAP:

Funding Account(s):

Comments:

ID# 7816

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.

RECEIVED
TRAVIS COUNTY
2012 SEP 27 AM 11:19
PURCHASING
OFFICE

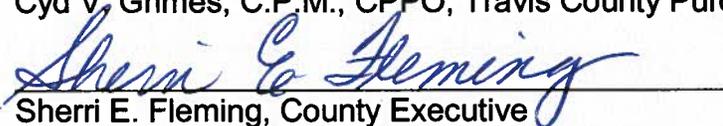


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
P. O. Box 1748
Austin, Texas 78767**

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

DATE: September 26, 2012

TO: Cyd V. Grimes, C.P.M., CPPO, Travis County Purchasing Agent

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

SUBJECT: Modify Family Eldercare Contract #4400000740

Proposed Motion:

Consider and take appropriate action to execute a modification to the contract with Family Eldercare, Inc. to maintain staffing and capacity of its Money Management Program providing services to improve the financial stability of low income older adults and adults with disabilities in Travis County.

Summary and Staff Recommendations:

Faced with an increase in need among Travis County's population of older and/or disabled adults, Family Eldercare submitted a budget request in accordance with Travis County's Budget Rules and process for an increase in the amount of funding to support its Money Management Program which provides financial stability services to low income older adults and disabled individuals in the form of providing access to a Representative Payee to manage day-to-day bills and a case manager to assist with access to benefits to which older adults and adults with disabilities may be entitled.

The Court had previously approved a short-term contract (7/1/12 – 9/30/12 for \$22,295) to partially fund two case managers to serve an additional 90 clients.

Budgetary and Fiscal Impact:

Recently, Family Eldercare was approved for \$95,020 in on-going funding for these services. This requested modification, (one-quarter of the annual on-going award), will

prevent a gap in services and continue to provide funding for these case managers for the remainder of the 2012 calendar year. The remainder of the new, on-going award will be incorporated into the 2013 calendar year contract along with the existing award to this contractor. Funds are available in the fiscal year 2013 budget.

Issues and Opportunities:

Increasing the capacity of this program will allow the program to serve 90 additional clients over the proposed annual contract period and keep these individuals from being prematurely institutionalized.

Background:

Family Eldercare has, historically provided In-Home Care and Bill Payer programs. The In-Home Care program provides respite care on a sliding fee scale to ensure accessibility to low-income clients. The program supports and sustains caregivers in their efforts to care for elderly and disabled loved ones and supports older adults living alone with minimal caregiver support. The Bill Payer program provides bill payer and representative payee services to adults who are unable to manage their own finances. Services provide a final safety net to those most at risk for premature institutionalization. In addition, Family Eldercare works with the Travis County Probate Court providing quality guardianship services to incapacitated older adults and adults with disabilities.

Cc: Nicki Riley, Travis County Auditor
Marvin G. Brice, CPPB, Assistant Purchasing Agent, Travis County Purchasing Office
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Diana Ramirez, Analyst, Planning and Budget Office
Caula McMarion, TCHHS/VS, Finance Accountant
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office
LaDonna Brazell, Contract Compliance Specialist, TCHHS/VS
Jim Lehrman, Division Director, Family Support Services, TCHHS/VS
Andrea Colunga-Bussey, Division Director, Office of Children's Services, TCHHS/VS
Deborah Britton, Division Director, Community Services, TCHHSVS

MODIFICATION OF CONTRACT NUMBER: PS090115RE - Supportive Services		Page 1 of 17
ISSUED BY: PURCHASING OFFICE 700 Lavaca # 800 Austin, Texas 78701	PURCHASING AGENT ASST: Shannon Pleasant TEL. NO: (512) 854.1181 FAX NO: (512) 854.9185	DATE PREPARED: November 9, 2012
ISSUED TO: Family Eldercare, Inc. 1700 Rutherford Lane Austin, TX 78754	MODIFICATION NO.: 6	EXECUTED DATE OF ORIGINAL CONTRACT: January 1, 2009
ORIGINAL CONTRACT TERM DATES: <u>January 1, 2009-December 31, 2009</u> CURRENT CONTRACT TERM DATES: <u>January 1, 2012-December 31, 2012</u>		
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: <u>\$32,415</u> Current Modified Amount <u>\$78,465</u>		
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect. The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment: <ol style="list-style-type: none"> 1) The not to exceed contract amount will be \$78,465. An increase of \$23,755 from the original contract amount of \$54,710. 2) The current amendment term is October 1, 2012 – December 31, 2012 		
The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.		
Notes to Vendor/City: <input checked="" type="checkbox"/> Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County. <input type="checkbox"/> DO NOT execute and return to Travis County. Retain for your records.		
LEGAL BUSINESS NAME: <u>Family Eldercare, Inc.</u> BY: <u>[Signature]</u> SIGNATURE BY: <u>ANGELA Atwood</u> PRINT NAME TITLE: <u>CEO</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <u>12-6-2012</u>	
TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE: <u>12/11/12</u>	
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____	

**AMENDMENT OF CONTRACT BETWEEN
TRAVIS COUNTY AND
FAMILY ELDERCARE, INC.**

PARTIES

This Amendment ("Amendment") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Family Eldercare, Inc., a nonprofit agency ("Contractor").

RECITALS

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

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

Pursuant to the terms of the Contract, the Parties have renewed the Contract for an additional term beginning January 1, 2012, and continuing through December 31, 2012 ("2012 Renewal Term").

The Contract provides for changes to the agreement by written agreement signed by both Parties, and the Parties desire to amend the Contract as to the 2012 Renewal Term.

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

1.0 GENERAL TERMS.

1.1 **2012 Renewal Term.** The Parties acknowledge the renewal of the Contract for an additional one-year term beginning January 1, 2012, and terminating December 31, 2012 ("2012 Renewal Term").

2.0 ENTIRE AGREEMENT

2.1 **Attachments.** The Parties agree to amend Section 5.2 of the Contract ("Attachments"), as to the 2012 Renewal Term, by adding the following:

- 2.2.1 Attachment A Amendment Program Cover Page, Form # 2
- 2.2.2 Attachment B Amendment Program Work Statement, Form # 3
- 2.2.3 Attachment D Amendment Program Budget, Form # 4
- 2.2.4 Attachment E Amendment Program Budget Narrative, Form # 5
- 2.2.5 Attachment F Amendment Total Program Staff Positions and Time, Form #6
- 2.2.6 Attachment G Amendment Total Program Funding Summary, Form # 7
- 2.2.7 Attachment H Amendment Performance Report Definition Tool, Form #9

All attachments included in the 2012 Renewal remain in full force and effect; the attachments listed in this Section 2.1 are services to be provided pursuant to this Amendment which are in addition to those services already required under the 2012 Renewal.

3.0 FINANCIAL PROVISIONS

3.1 **2012 Amended Contract Funds.** Contract Funds Amount. The Parties agree to amend Section 3.1, "Contract Funds Amount," by adding the following:

3.1-2012 – Amendment. Subject to the requirements of the Contract, as amended, in consideration of the full and satisfactory performance of the services and activities provided by Contractor under the terms of the Contract, as determined by County, County shall provide an additional amount ("Amendment Amount") not to exceed Twenty-Two Thousand, Two Hundred Ninety-Five Dollars (\$22,295.00) for a total amount of Contract Funds not to exceed the following amount during the 2012 Renewal Term as amended herein:

\$78,465.00

2.2 **2012 Amended Maximum Funds.** The Parties agree to amend Section 6.1, "Maximum Funds," by adding the following:

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

Original 2012 Renewal Term Amount:	\$ 32,415.00
Previous Amendment Amount	\$ 22,295.00
<u>Current Amendment Amount</u>	<u>\$ 23,755.00</u>
Total 2012 Renewal Term Amount	\$ 78,465.00

2.3 **2012 Amended Fiscal Year Limitations on Funding.** The Parties agree to amend Section 6.2.2, "Fiscal Year Division," by deleting the original language and substituting the following:

6.2.2(a) and (b) -2012 During the 2012 Renewal Term, the fiscal year limitations under 6.2.2(a) shall be:

(a)-2012 January 1, 2012 - September 30, 2012

\$ 24,311.00 (75% of Original Total of \$ 32,415.00)

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

\$ 8,104.00 (25% of Original Total of \$ 32,415.00)

(c)-2012 Amendment – July 1, 2012 – September 30, 2012

\$ 22,295.00 (100% of Amendment Amount)

(d)- Current Amendment – October 1, 2012 – December 31, 2012

\$ 23,755.00 (100% of Current Amendment Amount)

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

3.0 INCORPORATION

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

4.0 EFFECTIVE DATE

4.1 This Amendment is effective October 1, 2012, when it is signed by the last Party. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

Form # 2:

PROGRAM COVER PAGE
 for 2012 Social Service Contracts funded by Travis County

Date prepared: 09/17/2012

1. Agency Name as provided in <u>Articles of Incorporation</u>: Family Eldercare, Inc.		2. Tax ID Number: 74-2286387	
3. Program Name: Money Management 4 th Quarter			
4. a) Physical Street Address (Street, City, State, Zip): 1700 Rutherford Lane Austin, TX 78754		5. Board President/Chair: Name: Rudy Belton, President Address: 112 Birnam Wood Court Austin, TX 78746 Email: rbd@belcoequities.com Phone: (512) 454-6200	
4. b) Mailing Address (if different from above): Same as above			
4. c) Payee Address (if different from above): Same as above			
6. Agency Executive Director (name): Angela Atwood Phone: (512) 483-3589 Fax: (512) 459-6436 Email: aatwood@familyeldercare.org		7. Name of <u>person authorized to sign contracts for Agency</u>: Angela Atwood Phone: (512) 483-3589 Fax: (512) 459-6436 Email: aatwood@familyeldercare.org	
8. Program Director (name): Shontell Gauthier Phone: (512) 483-3563 Fax: (512) 459-6436 Email: sgauthier@familyeldercare.org		9. Agency Financial Officer (name): Magdy Saad Phone: (512) 483-3552 Fax: (512) 459-6436 Email: msaad@familyeldercare.org	
10. Contact person for <u>PROGRAM</u> issues (name): Shontell Gauthier Phone: (512) 483-3563 Fax: (512) 459-6436 Email: sgauthier@familyeldercare.org		11. Contact person for <u>FINANCIAL</u> issues (name): Magdy Saad Phone: (512) 483-3552 Fax: (512) 459-6436 Email: msaad@familyeldercare.org	
12. Primary contact for Quarterly Program Performance Report issues (name): Sarah Friesema Phone: (512) 628-1693 Email: sfriesema@familyeldercare.org		13. Person responsible for submitting Quarterly Program Performance Reports (name): Sarah Friesema Phone: (512) 628-1693 Email: sfriesema@familyeldercare.org	
14. Program funding amounts by source: Travis County Social Service Contract \$ <u>23,755</u> All OTHER Sources + \$ <u>85,792</u> TOTAL Program Funding = \$ <u>109,547</u>		15. Primary contact person for this contract packet (name): Sarah Friesema Position Title: Grants & Contract Manager Phone: (512) 628-1693 Fax: (512) 459-6436 Email: sfriesema@familyeldercare.org	

Form #3: PROGRAM WORK STATEMENT
for 2012 Social Service Contracts funded by Travis County

Date prepared: 9/17/2012

Agency: Please answer the following questions as they pertain to only those programs and services in which Travis County invests. Note: the information contained in this document will be used in reports to the Travis County Commissioners Court and the community.

Agency: Family Eldercare Program: Money Management

1. Program goals and objectives:

Briefly describe the goals and objectives of the services purchased by Travis County in this contract.

Family Eldercare's vision is that older adults and adults with disabilities live in a supportive environment with dignity and as much independence as possible. Family Eldercare operates the primary bill payer service for low-income seniors and adults with disabilities in Travis County. The Money Management Program provides care management, bill payer, and representative payee services to adults who are unable to manage their own finances. Services provide a safety net to those most at risk for premature institutionalization. This least restrictive form of assistance prolongs independent living by ensuring that basic needs are met and prevents financial exploitation among frail and disabled adults. Money Management services also act as an alternative to more restrictive and costly guardianship services.

2. Program clients served:

Describe the eligibility requirements to participate in the program or in each component of the program (for example: Travis County residency, income level, age).

The Money Management program targets adults (age 18+) in Travis County who are unable to manage their own finances and are at risk for financial exploitation, self-neglect, homelessness, and premature institutionalization. All clients are low-income (at or below 200% of the Federal Poverty Guidelines) and have no available or appropriate family or friends to assist in meeting their needs.

3. Program services and delivery:

Describe the Travis County funded services and how they are provided by the agency. Provide enough detail so that the contract reviewer is able to have a comprehensive understanding of your services and how they are delivered to clients.

The Money Management program uses case managers and volunteers to assist clients who need help managing their finances. Bill payers help with budgeting, calling service providers or creditors, balancing checkbooks and/or writing checks. Representative payees are designated via Family Eldercare to receive and manage certain types of benefits (Social Security, Veteran's Affairs, Office of Personnel Management, Railroad Retirement) on behalf of their client. Trained volunteers assist by serving as a bill payer or representative payee for clients, under the supervision of case managers. Case managers help clients overcome problems that limit their ability to live independently, i.e. lack of affordable housing, need for medical or mental health care, etc. Referral sources are not restricted but referrals from contract entities are given priority to comply with contractual obligations. Completed referrals for representative payee services must have a physician's certification stating the nature and extent of the client's incapacity or inability to manage funds. Cases where there is imminent danger to a client referral's person or property receive top priority. Program Activities are: 1. Screen clients for eligibility; 2. In-person assessment of client to determine appropriate, least restrictive service; 3. Share information on other community resources; 4. Develop goal-oriented Care Plan for each client; 5. Establish support services to protect client and resources (provide intervention in abusive/exploitative situations, establish bill payer relationship or representative payeeship, recruit/train/match volunteer); 6. Link client to community-based services to support legal, financial, housing, medical, nutritional, social, and other needs; 7. Direct service provision: regular face-to-face client contact (staff or volunteer), ensure client safety and security, address changes in client care and resources as necessary, monitor financial stability, monitor use of resources, reporting as required for representative payeeship, monitor volunteer services; 8. Maintain appropriate documentation. A face-to-face

visit by staff and review of the Care Plans are done at a minimum of every six months to evaluate the need for continuing services.

4. Service coordination and collaboration strategies:

Describe how the agency coordinates its services with services being provided by other agencies and describe how the agency collaborates with other agencies. If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

In order to align and coordinate services, Family Eldercare is an active participant in many local planning bodies, coalitions, and task forces. Because services are provided on a continuum of care to meet the needs of the elderly population and people with disabilities, Family Eldercare participates in several planning and advocacy bodies, including the Aging Services Council of Central Texas, Intellectual and Developmental Disabilities Coalition, the Ending Community Homeless Coalition (ECHO), the Mayor's Task Force on Aging, and One Voice Central Texas. Additionally, Family Eldercare is involved in networking and with professional organizations to help maximize service coordination, replicate "best practices" and avoid duplication of services. These groups include Austin Area Home Health Council, Texas Senior Advocacy Coalition, National Council on Aging, American Society on Aging, National Association of Service Coordinators, National Association of Social Workers, AARP Foundation – Texas Money Management Program, Association of Fundraising Professionals, Association of Grant Professionals, Georgetown Chamber of Commerce, and I Live Here, I Give Here.

Family Eldercare is involved with multiple collaborations that enhance and expand programs.

Guardianship: Since 1986, Family Eldercare has collaborated with the Probate and Estate Committee of the Travis County Bar Association to strengthen the Guardianship Program by providing legal advocacy for eligible clients. These lawyers, recruited primarily through Volunteer Legal Services of Central Texas (VLS), handle all required legal filings and court work pro-bono, so that Family Eldercare may establish and maintain guardianships.

Money Management Program: In 1994, Family Eldercare established a collaboration with American Association of Retired Persons (AARP), through which the Money Management program receives volunteer money managers recruited from AARP's membership, technical assistance, training materials, limited insurance coverage of client funds, and assistance with program monitoring and evaluation.

Because of the high number of clients with developmental and other disabilities needing services, Family Eldercare has developed collaborations and strategies to address the needs of these clients. In 2000, the agency became a designated service provider with ATCIC so that clients of this agency can receive bill payer and representative payee services using contract service funds available through ATCIC. In October 2004, Family Eldercare and Front Steps established a collaboration through which Family Eldercare provides bill payer or representative payee services at the Austin Resource Center for the Homeless (ARCH) to homeless adults who are unable to manage their finances. The goal of the project is to assist these individuals in obtaining permanent and stable housing.

In-Home Care and Caregiver Services: Family Eldercare collaborates with Foundation Communities to provide in-home care to older adults and disabled adults living in their three Single Room Occupancy properties. Family Eldercare provides Care Attendants who visit each property for a set number of hours each month to assist residents with basic tasks such as housekeeping, meal preparation, grocery shopping, medication reminders, and companionship. These services are instrumental in helping older and disabled adults maintain the safety and cleanliness of their apartment, address their basic needs and feel connected to the larger community.

Consultation and Service Coordination: In 2000 a collaboration with Masterson Equities, Ltd. resulted in the availability of Family Eldercare consultation and referral services, case management, and other services to residents of the Lodge at Merriltown, a tax credit senior living community. In 1999, Family Eldercare established a collaborative agreement with Campbell Hogue and Associates to provide consultation and

referral services, case management, and other services to residents of Heatherwilde of Pflugerville, a tax credit senior living community.

Aging in Place Initiative (Elders Living Well): This program received a three year federal grant in October 2009 to provide services that support aging in place for older residents of public housing in Austin. The program involves collaboration with six other nonprofit organizations that serve older adults, as well as the Housing Authority of the City of Austin and the University of Texas School of Nursing and School of Social Work. Partner nonprofits include HAND, AAA of the Capital Area, Coming of Age (formerly RSVP), Meals on Wheels and More, and New Connections. These agencies provide services that help older adults remain independent and engaged in their community.

Best Single Source Plus: Family Eldercare is a member of this public-private coalition, which was formed in 2001 to reform the basic needs service delivery system in Travis County. Family Eldercare is one of the partner agencies of the Best Single Source collaboration, which was developed to improve the system for distributing emergency financial assistance to clients in need. Other partners include: Meals on Wheels and More, SafePlace, Caritas of Austin, ARC of the Capital Area, Any Baby Can, AIDS Services of Austin, Goodwill Industries, Wright Wellness Center, and Catholic Charities of Central Texas.

Summer Fan Drive: This program distributes fans and air conditioning units to vulnerable populations – elderly, children and disabled persons. Every summer, Family Eldercare partners with more than 40 community nonprofits and government agencies for assistance with distributing fans to those in need. Teams of volunteers collect and deliver over 5,500 fans and A/Cs to vulnerable low-income older adults, adults with disabilities and families with children in and around Travis County. The program purchases and installs window A/Cs for persons with serious health issues.

5. **OUTPUT** Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 12-month goal amounts):
 Please enter the output performance measures to be reported for your program. You must report the number of unduplicated clients served by funding source and at least one other output. Actual total program performance data for these outputs will be reported in the quarterly program performance reports.

<u>OUTPUT # 1</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of unduplicated clients served (total # provided screening, assessment and/or Money Management services)	85	305	390

<u>OUTPUT # 2</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Unduplicated clients provided case management	67	244	311

6. **OUTCOME** Performance Measures (replace the blue text in the left column below with the actual wording of your measures' numerators, denominators, and outcome rates):
 Please enter the outcome performance measures to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column's shaded blocks, include the corresponding 12-month goal amounts and percentages (as applicable) for each line. If an Outcome will NOT be reported every quarter, in the right column indicate for which quarterly report(s) you WILL be reporting that measure (for example, you might report for Q2 and Q4 only).

Total Program Performance – OUTCOME # 1	<u>Total Program Annual Goal</u>	If not reported every Quarter, in which Quarter(s)?
Number of Money Management clients served who are maintained in a safe environment where all basic needs are met (food, medical, housing, clothing) for 3 months following initiation of services (numerator)	144	
Total number of Money Management clients served for 3 months following initiation of services (denominator)	152	
Percentage of clients who are maintained in a safe environment where all basic needs are met (outcome rate)	95%	

Total Program Performance – OUTCOME # 2	<u>Total Program Annual Goal</u>	If not reported every Quarter, in which Quarter(s)?
Number of Money Management clients responding to surveys who are satisfied with services (numerator)	119	4 th Quarter
Total number of Money Management clients who respond to satisfaction surveys (denominator)	140	
Percentage of clients who are satisfied with services (outcome rate)	85%	

Total Program Performance – OUTCOME # 3	<u>Total Program Annual Goal</u>	If not reported every Quarter, in which Quarter(s)?
Number of Money Management clients served in program who have no new incident of abuse, neglect or financial exploitation (numerator)	371	
Total number of Money Management clients served (denominator)	390	
Percentage of Money Management clients served who have no new incidents of abuse, neglect or financial exploitation (outcome rate)	95%	

(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)

7. Community planning activities:

Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.

Family Eldercare is an active participant in the following Community Action Network planning bodies: Aging Services Council of Central Texas, Intellectual and Developmental Disabilities Planning Partnership, and the Ending Community Homeless Coalition (ECHO). Family Eldercare is also a member of One Voice Central Texas and I Live Here, I Give Here.

8. Program Evaluation Plan

• Performance evaluation:

Describe how the agency will evaluate the program's performance in achieving program goals. Note: if any survey(s) or questionnaire(s) are used in the evaluation of the program or its performance, please provide a brief description of survey procedures (for example: how the survey is distributed and to whom).

Family Eldercare has systems in place to measure program outputs and outcomes. Client outputs and outcomes are typically measured as part of the service planning process. Case Managers work with the client to develop an individualized service plan that includes long and short term goals. Staff visits with clients on a regular basis to review their progress with their individual service plan or resident care and community coordination plan. Most client service plans are reviewed quarterly.

Outcome data are kept in the client file and captured in the agency client database. Care Managers participate in monthly case review meetings with their supervisor and also provide monthly reports to the Program Director, who reviews monthly reports and compiles and submits this information to the Chief Executive Officer for review. The Program Director is responsible for monitoring program results, implementing corrective action and keeping the Chief Executive Officer informed.

Additional data on client outcomes are collected through surveys of clients conducted annually. These surveys measure client satisfaction and the degree to which clients have gained knowledge or skills from the services provided. Surveys are conducted by both mail and telephone.

- **Quality improvement:**

Describe the process for identifying problems or other issues in service delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective.

Changes to programs and services are made based on findings of the performance evaluation activities listed previously. Surveys of clients, volunteers, and stakeholders are conducted annually to solicit feedback on quality improvement issues.

Date prepared: 9/17/2012

FORM #4: PROGRAM BUDGET
 for 2012 Social Service Contracts funded by Travis County

Agency: Family Eldercare

Program: Money Management

Instructions: Provide whole dollar amounts for each applicable line item. **IMPORTANT: DO NOT INCLUDE ANY PROGRAM INCOME.**

ON THIS PAGE. Note that the line items with asterisks ** will require prior approval - Refer to your Contract Language.

IMPORTANT: All \$ amounts must be whole dollars only (no cents)			
PERSONNEL	Requested COUNTY Amount	Amount Funded by ALL OTHER Sources	* TOTAL Budget (ALL funding sources)
Administrative Salaries - Regular Time	0	14,083	14,083
Direct Service Salaries - Regular Time	17,630	39,852	57,482
Administrative Salaries Overtime	0	0	0
Direct Service Salaries - Overtime	0	0	0
Benefits	4,000	16,716	20,716
A. SUBTOTALS: PERSONNEL	21,630	70,651	92,281
OPERATING EXPENSES			
General Operating Expenses	1,225	8,680	9,905
Insurance/Bonding	0	1,698	1,698
Audit Expenses (provide details for this line item in the Subcontracted Expenses form)	0	0	0
Consultants/Contractual (provide details for this line item in the Subcontracted Expenses form)	0	0	0
Staff Travel - <u>within Travis County</u>	900	3,000	3,900
Conferences/Seminars/Training - <u>within Travis County</u>	0	200	200
** Staff Travel - <u>out of County</u>	0	0	0
** Conferences/Seminars - <u>out of County</u>	0	0	0
B. SUBTOTALS: OPERATING EXPENSES	2,125	13,578	15,703
DIRECT ASSISTANCE			
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	0	0	0
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	0	1,583	1,583
Other (specify)	0	0	0
C. SUBTOTALS: DIRECT ASSISTANCE	0	1,583	1,583
EQUIPMENT/CAPITAL OUTLAY			
** (specify equipment)	0	0	0
D. SUBTOTALS: EQUIPMENT/CAPITAL OUTLAY	0	0	0
GRAND TOTAL (A + B + C + D)	23,755	85,792	109,547
PERCENT SHARE of Total for Funding Sources:	21.7%	78.3%	100.0%

FORM # 5: Program Budget Narrative
 for 2013 Social Service Contracts funded by Travis County

Date prepared: 9/17/2012

Agency: Family Eldercare Program: Money Management 4th Quarter

Instructions: Add details below (not to exceed 20 words per line item) to justify proposed expenses from your Program Budget form. **DO NOT INCLUDE ANY DOLLAR AMOUNTS OR PERCENTAGES ON THIS PAGE.** Delete the examples below and replace them with your narrative.

PERSONNEL	NARRATIVE
Salaries - Regular time	
Salaries - Overtime	N/A
Benefits	Includes FICA, health, dental, vision
OPERATING EXPENSES	
General Operating Expenses	General office supplies (client folders), postage, telephone, utilities
Insurance/Bonding	
Audit Expenses	
Consultants/Contractual	
Staff Travel	Home visits and outreach
Conferences/Seminars/Tmg	
** Staff Travel - out of County	
** Conferences/Seminars/Tmg. - out of County	
DIRECT ASSISTANCE	
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	Client assistance for utilities, medical needs, etc.
Other (specify)	

** These line items require prior approval – Refer to your Contract Language.

**Form # 6: Total Program Staff Positions & Time
 for 2012 Social Service Contracts funded by Travis County**

Date prepared: 9/17/2011

Agency: Family Eldercare

Program: Money Management 4th Quarter

TOTAL PROGRAM STAFF: INDIVIDUAL POSITIONS & TIME ASSIGNED

AGENCY: List below all program staff individually by their position titles only (do not include their names), indicate whether each is direct service staff or administrative staff and indicate the percentage of their total time which is assigned to this specific program. **IMPORTANT: If two or more staff members with the same position title work on this program, be sure to list each position separately, with their individual percentages of total time for this program.**

List ALL Program Positions Individually by Titles	Percent of Time for this Program
Case Manager, Money Management	100%
Case Manager, Money Management	100%

FORM # 7: PROGRAM FUNDING SUMMARY

Date prepared: 9/17/2012

for 2012 Social Service Contracts funded by Travis County

Agency Name: <u>Family Eldercare</u>	Program Name: <u>Money Management 4th Quarter</u>
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Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
Travis County	Social Service Contract (Travis County prgm. budget)	10/1/2012 -12/31-2012	\$23,755
Travis County	Social Service Contract (current 2012 contract)		\$2,028
Travis County			
City of Austin	Social Service Contract (City of Austin prgm. budget)	10/1/2012 - 12/31/2012	\$16,375
City of Austin			
City of Austin			
Federal	Community Development Block Grant	10/1/2012 - 12/31/2012	\$28,523
Federal			
State			
State			
United Way			
Contributions	Foundations and Corporations		\$12,438
Program Income/ Fees			
Other (Specify)	Service fees		\$15,630
Other (Specify)	Austin Travis County Integral Care		\$10,800
Other (Specify)			
Other (Specify)			
TOTAL PROGRAM FUNDING:			\$109,547

**Form #9: Travis County Health and Human Services & Veterans Service Department
 Q4 2012 (Oct. - Dec.) Performance Measure Definition Tool**

Family Eldercare, Money Management Program

Date Report was Generated: 9/17/2012

To assist you in completing this form, the red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested.

Type	Performance Measure	Calculation Formula	What is the Data Source for this Measure?	What Practices link this Measure
OUTPUT MEASURES:				
Output #1	Number of unduplicated clients served (total # provided screening, assessment and/or Money Management services)	The data analyzed include Screening Date and Customer Name - with the conditions that 1) Screening Date must fall in time period of interest AND 2) A client cannot be counted more than once.	Program database	Data entry: Shontell Gauthier (Money Management); Data retrieval: Shontell Gauthier (Money Management)
Output #2	Number of unduplicated clients provided case management	The data analyzed include Date Activated for service and Customer Name - with the conditions that 1) Inquiry Date must fall in time period of interest AND 2) A client cannot be counted more than once.	Program database	Data entry: Shontell Gauthier (Money Management); Data retrieval: Shontell Gauthier (Money Management)
OUTCOME MEASURES:				
Outcome #1a (numerator)	Number of Money Management clients served who are maintained in a safe environment where all basic needs are met (food, medical, housing, clothing) for 3 months following initiation of services.	The data analyzed include Date Activated for service and Customer Name - with the conditions that 1) Client must reside in an environment with no verified concerns for client safety or unmet basic needs within 3 months of initial service date AND 2) A client cannot be counted more than once.	Program database and case review of clients meeting the 3 month requirement during the current reporting period.	Data entry: Shontell Gauthier (Money Management); Data retrieval: Shontell Gauthier (Money Management)
Outcome #1b (denominator)	Total number of Money Management clients served for 3 months following initiation of services.	The data analyzed include Date Activated for service and Customer Name - with the conditions that 1) Client must have received 3 months of services AND 2) A client cannot be counted more than once.	Program database and case review of clients meeting the 3 month requirement during the current reporting period.	Data entry: Shontell Gauthier (Money Management); Data retrieval: Shontell Gauthier (Money Management)
Outcome Rate #1c	Percentage of clients who are maintained in a safe environment where all basic needs are met.	Divide OC #1a by OC #1b	Program databases and case review of clients meeting the 3 month requirement during the current reporting period.	Data entry: Shontell Gauthier (Money Management); Data retrieval: Shontell Gauthier (Money Management)

Outcome #2a (numerator)	Number Money Management clients responding to surveys who are satisfied with services	The data analyzed include Date Activated for service and Customer Name - with the conditions that 1) Inquiry Date must fall in time period of interest AND 2) A client cannot be counted more than once AND 3) Client responds to annual satisfaction survey and indicates satisfaction with services	Program database to identify clients to survey and completed annual satisfaction survey.	The program database allows for an unduplicated client count based on date of activation.	Data entry: Shontell Gauthier (Money Management); Data retrieval: Shontell Gauthier (Money Management)
Outcome #2b (denominator)	Total number of Money Management clients who respond to satisfaction surveys.	The data analyzed include Date Activated for service and Customer Name - with the conditions that 1) Inquiry Date must fall in time period of interest AND 2) A client cannot be counted more than once AND 3) Client responds to annual client satisfaction survey.	Program database to identify clients to survey and completed annual satisfaction survey.	The program database allows for an unduplicated client count based on date of activation.	Data entry: Shontell Gauthier (Money Management); Data retrieval: Shontell Gauthier (Money Management)
Outcome Rate #2c	Percentage of clients who are satisfied with services.	Divide OC #2a by OC #2b	Program database to identify clients to survey and completed annual satisfaction survey.	The program database allows for an unduplicated client count based on date of activation.	Data entry: Shontell Gauthier (Money Management); Data retrieval: Shontell Gauthier (Money Management)
Outcome #3a (numerator)	Number of Money Management clients served in program who have no new incident of abuse, neglect, or financial exploitation.	The data analyzed include Date Activated for service and Customer Name - with the conditions that 1) Client must have no verified new incident of abuse, neglect, or financial exploitation during the time period of interest AND 2) A client cannot be counted more than once.	Program databases and case review of client incidents during the current reporting period.	The program database allows for an unduplicated client count based on date of activation.	Data entry: Shontell Gauthier (Money Management); Data retrieval: Shontell Gauthier (Money Management)
Outcome #3b (denominator)	Total number of Money Management clients served.	The data analyzed include Date Activated for service and Customer Name - with the conditions that 1) Inquiry Date must fall in time period of interest AND 2) A client cannot be counted more than once.	Program database	The program database allows for an unduplicated client count based on date of screening.	Data entry: Shontell Gauthier (Money Management); Data retrieval: Shontell Gauthier (Money Management)
Outcome Rate #3c	Percentage of Money Management clients served who have no new incidents of abuse, neglect, or financial exploitation.	Divide OC #3a by OC #3b	Program database and case review of client incidents during the current reporting period.	The program database allows for an unduplicated client count based on date of activation.	Data entry: Shontell Gauthier (Money Management); Data retrieval: Shontell Gauthier (Money Management)

DEMOGRAPHIC AND ZIP CODE REPORT				
Gender, Race, and Ethnicity	Number of unduplicated clients by their gender, race, and ethnicity	The data analyzed includes Activation Date and Customer Name - with the conditions that 1) Activation Date must fall in time period of interest AND 2) A client cannot be counted more than once.	Program database	The program database allows for an unduplicated client count based on date of activation. Data entry: Shortell Gauthier (Money Management); Data retrieval: Shortell Gauthier (Money Management)
Age	Number of unduplicated clients by their age at start of program and grouped into age categories	The data analyzed includes Activation Date and Customer Name - with the conditions that 1) Activation Date must fall in time period of interest AND 2) A client cannot be counted more than once.	Program database	The program database allows for an unduplicated client count based on date of activation. Data entry: Shortell Gauthier (Money Management); Data retrieval: Shortell Gauthier (Money Management)
Income Status	Number of unduplicated clients by their income status at start of program and grouped into income categories	The data analyzed includes Activation Date and Customer Name - with the conditions that 1) Activation Date must fall in time period of interest AND 2) A client cannot be counted more than once.	Program database	The program database allows for an unduplicated client count based on date of activation. Data entry: Shortell Gauthier (Money Management); Data retrieval: Shortell Gauthier (Money Management)
Zip Code	Number of unduplicated clients by their zip code at start of program	The data analyzed includes Activation Date and Customer Name - with the conditions that 1) Activation Date must fall in time period of interest AND 2) A client cannot be counted more than once.	Program database	The program database allows for an unduplicated client count based on date of activation. Data entry: Shortell Gauthier (Money Management); Data retrieval: Shortell Gauthier (Money Management)



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for U.S. Highway 290 Landfill Project, IFB No. B1209-008-JW, to the low bidder, LD Kemp Excavating, Inc.

- **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 U.S. Highway 290 Landfill project includes the maintenance of five (5) locations on the cap of the U.S. highway 290 Landfill, formerly a disposal site for municipal solid waste, which now is the site of an operating flea market, including access and parking areas.
- Subject IFB opened on November 7, 2012, with three (3) bids received in response to the solicitation. The apparent low bidder is LD Kemp Excavating, Inc. with a base bid of \$960,427.34.
- TNR is recommending for contract award LD Kemp Excavating, Inc. for the Base Bid amount of \$960,427.34.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$960,427.34
 - Contract Type: Construction
 - Contract Period: 90 calendar days after issuance of notice-to-proceed.

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.

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: via Bidsync

Responses Received: 3

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 2.74%

➤ **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: N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000264

Fund Center(s): 1490110001

Comments:



*Janice
12-20-12
YMB*

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

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

To: Marvin Brice, Assistant Purchasing Agent
Carol A. Doyl
From: Steven M. Manilla, P.E., County Executive, TNR
CC: Donna Williams-Jones, TNR Financial
Thomas Weber, Manager, Environmental Quality Program

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2012 DEC 19 AM 3:38

Date: December 19, 2012

Re: Final Cover Maintenance Plan, U.S. 290 E. Travis County Landfill,
IFB No. B1209-008-JW, Construction Contract Award

TNR Natural Resources and Environmental Quality Division has reviewed the bids submitted by three contractors that responded to the bid solicitation request for the construction of the Final Maintenance Cover Plan, and recommends award of the contract to the apparent low bidder, L.D. Kemp Excavating, Inc. for a total of \$960,427.34.

The financial information pertaining to this project is as follows:

WBS Element: LDFL.149.000001
FRD: 0300000264
Fund: 0001
Fund Center: 1490110001
GL Account: 511780

Required authorizations:

Diana Ramirez, PBO

U.S. HIGHWAY 290 LANDFILL
TRAVIS COUNTY, TEXAS

BID TABULATION
NOVEMBER 2012

Bid Item	Spec. No. or Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Engineer's Estimate		Patin Construction		Smith Contracting Co.		L.D. Kemp Excavating, Inc.	
							Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	500			Mobilization	LS	1	\$65,000.00	\$65,000.00	\$100,000.00	\$100,000.00	\$50,000.00	\$95,000.00	\$95,000.00	
WEST CAP MAINTENANCE														
2	100			Preparing Right of Way	AC	11.8	\$2,420.00	\$28,556.00	\$5,000.00	\$59,000.00	\$2,000.00	\$23,600.00	\$2,560.00	\$30,208.00
3	110			Excavation	CY	38,094	\$4.00	\$152,376.00	\$3.00	\$114,282.00	\$8.00	\$304,752.00	\$3.00	\$114,282.00
4	132			Embankment	CY	19,047	\$4.25	\$80,949.75	\$4.00	\$76,188.00	\$8.00	\$152,376.00	\$4.00	\$76,188.00
5	160			Topsoil	SY	57,140	\$8.00	\$457,120.00	\$4.00	\$228,560.00	\$4.52	\$258,272.80	\$1.50	\$85,710.00
6	164			Straw or Hay Mulch Seeding (Temp)	AC	11.8	\$1,500.00	\$17,700.00	\$2,500.00	\$29,500.00	\$2,500.00	\$29,500.00	\$2,574.00	\$30,373.20
7	506			Temporary Sediment Control Fence	LF	2,580	\$2.50	\$6,450.00	\$2.50	\$6,450.00	\$3.00	\$7,740.00	\$1.55	\$3,999.00
AREA "A" MAINTENANCE														
8	105			Removing Stabilized Base and Asphalt Pavement	SY	3,815	\$8.55	\$32,618.25	\$14.00	\$53,410.00	\$4.00	\$15,260.00	\$6.00	\$22,890.00
9	110			Excavation	CY	435	\$4.00	\$1,740.00	\$10.00	\$4,350.00	\$9.00	\$3,915.00	\$4.00	\$1,740.00
10	132			Embankment	CY	37	\$4.25	\$157.25	\$12.00	\$444.00	\$10.00	\$370.00	\$5.00	\$185.00
11	247			Flexible Base, 6" Type D	SY	3,815	\$13.30	\$50,739.50	\$15.00	\$57,225.00	\$6.00	\$22,890.00	\$8.76	\$33,419.40
12	340			Dense-Graded Hot-Mix Asphalt, 1 1/2" Type D	TON	315	\$95.00	\$29,925.00	\$153.00	\$48,195.00	\$134.00	\$42,210.00	\$145.00	\$45,675.00
13	432			Riprap	CY	30	\$100.00	\$3,000.00	\$40.00	\$1,200.00	\$75.00	\$2,250.00	\$155.00	\$4,650.00
14	506			Temporary Sediment Control Fence	LF	80	\$2.50	\$200.00	\$2.50	\$200.00	\$3.00	\$240.00	\$1.60	\$128.00
AREA "B" MAINTENANCE														
15	105			Removing Stabilized Base and Asphalt Pavement	SY	2,110	\$8.55	\$18,040.50	\$15.00	\$31,650.00	\$4.00	\$8,440.00	\$5.40	\$11,394.00
16	110			Excavation	CY	32	\$4.00	\$128.00	\$10.00	\$320.00	\$9.00	\$288.00	\$5.00	\$160.00
17	132			Embankment	CY	140	\$4.25	\$595.00	\$15.00	\$2,100.00	\$10.00	\$1,400.00	\$6.00	\$840.00
18	247			Flexible Base, 6" Type D	SY	2,110	\$13.30	\$28,063.00	\$17.00	\$35,870.00	\$6.00	\$12,660.00	\$8.80	\$18,568.00
19	340			Dense-Graded Hot-Mix Asphalt, 1 1/2" Type D	TON	175	\$95.00	\$16,625.00	\$153.00	\$26,775.00	\$134.00	\$23,450.00	\$145.00	\$25,375.00
20	506			Temporary Sediment Control Fence	LF	250	\$3.00	\$750.00	\$2.50	\$625.00	\$3.00	\$750.00	\$1.50	\$375.00
AREA "C" MAINTENANCE														
21	100			Preparing Right of Way	AC	0.02	\$2,420.00	\$48.40	\$10,000.00	\$10,000.00	\$200.00	\$200.00	\$87,500.00	\$1,750.00
22	105			Removing Stabilized Base and Asphalt Pavement	SY	285	\$8.55	\$2,436.75	\$50.00	\$14,250.00	\$4.00	\$1,140.00	\$6.00	\$1,710.00
23	110			Excavation	CY	100	\$4.00	\$400.00	\$30.00	\$3,000.00	\$10.00	\$1,000.00	\$5.00	\$500.00
24	162			Block Sodding	SY	98	\$2.00	\$196.00	\$10.00	\$980.00	\$10.00	\$980.00	\$6.00	\$588.00
25	168			Vegetative Watering	KG	8	\$500.00	\$4,000.00	\$100.00	\$800.00	\$200.00	\$1,600.00	\$120.00	\$960.00
26	247			Flexible Base, 6" Type D	SY	285	\$13.30	\$3,790.50	\$20.00	\$5,700.00	\$6.00	\$1,710.00	\$8.80	\$2,508.00

**U.S. HIGHWAY 290 LANDFILL
TRAVIS COUNTY, TEXAS**

**BID TABULATION
NOVEMBER 2012**

Bid Item	Spec. No. or Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Engineer's Estimate		Patin Construction		Smith Contracting Co.		L.D. Kemp Excavating, Inc.	
							Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
27	340			Dense-Graded Hot-Mix Asphalt, 1/2" Type D	TON	23	\$95.00	\$2,185.00	\$153.00	\$3,519.00	\$150.00	\$3,450.00	\$150.00	\$3,450.00
28	506			Rock Filter Dam, Type 1 (Install)	LF	20	\$15.00	\$300.00	\$30.00	\$600.00	\$25.00	\$500.00	\$50.00	\$1,000.00
29	506			Rock Filter Dam, Type 1 (Remove)	LF	20	\$9.00	\$180.00	\$5.00	\$100.00	\$25.00	\$500.00	\$20.00	\$400.00
30	506			Temporary Sediment Control Fence	LF	88	\$2.50	\$220.00	\$2.50	\$220.00	\$3.00	\$264.00	\$2.30	\$202.40
AREA "D" MAINTENANCE														
31	100			Preparing Right of Way	AC	2.8	\$4,000.00	\$11,200.00	\$5,000.00	\$14,000.00	\$2,000.00	\$5,600.00	\$2,070.00	\$5,796.00
32	104			Removing Concrete	SY	955	\$8.55	\$8,165.25	\$28.00	\$26,740.00	\$10.00	\$9,550.00	\$8.10	\$7,735.50
33	105			Removing Stabilized Base and Asphalt Pavement	SY	5,500	\$8.55	\$47,025.00	\$15.00	\$82,500.00	\$4.00	\$22,000.00	\$6.20	\$34,100.00
34	110			Excavation	CY	5,733	\$4.00	\$22,932.00	\$6.00	\$34,398.00	\$9.00	\$51,597.00	\$4.00	\$22,932.00
35	158			Waste Excavation	CY	2,483	\$14.00	\$34,762.00	\$36.00	\$89,388.00	\$32.00	\$79,456.00	\$70.00	\$173,810.00
36	132			Embankment	CY	3,820	\$4.25	\$16,235.00	\$4.00	\$15,280.00	\$8.00	\$30,560.00	\$4.00	\$15,280.00
37	160			Topsoil	SY	12,870	\$8.00	\$102,960.00	\$6.00	\$77,220.00	\$1.00	\$12,870.00	\$1.50	\$19,305.00
38	164			Straw or Hay Mulch Seeding (Temp)	AC	2.66	\$1,500.00	\$3,990.00	\$2,500.00	\$6,650.00	\$2,500.00	\$6,650.00	\$2,574.00	\$6,846.84
39	169			Soil Retention Blankets	SY	290	\$8.25	\$2,392.50	\$4.00	\$1,160.00	\$3.00	\$870.00	\$2.00	\$580.00
40	506			Rock Filter Dam, Type 1 (Install)	LF	65	\$15.00	\$975.00	\$30.00	\$1,950.00	\$25.00	\$1,625.00	\$42.00	\$2,730.00
41	506			Rock Filter Dam, Type 1 (Remove)	LF	65	\$9.00	\$585.00	\$5.00	\$325.00	\$20.00	\$1,300.00	\$20.00	\$1,300.00
42	506			Temporary Sediment Control Fence	LF	580	\$2.50	\$1,450.00	\$2.50	\$1,450.00	\$3.00	\$1,740.00	\$1.30	\$754.00
43	550			Chain Link Fence	LF	1,965	\$22.50	\$44,212.50	\$21.00	\$41,265.00	\$20.00	\$39,300.00	\$14.00	\$27,510.00
44	550			Vehicle Gate	EA	2	\$1,150.00	\$2,300.00	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$1,050.00	\$2,100.00
45	550			Pedestrian Gate	EA	2	\$425.00	\$850.00	\$255.00	\$510.00	\$225.00	\$450.00	\$710.00	\$1,420.00
45	104			Remove Concrete pilings	EA	80	\$200.00	\$16,000.00	\$30.00	\$2,400.00	\$75.00	\$6,000.00	\$300.00	\$24,000.00
							Base Bid Total	\$1,320,524.15	Base Bid Total	\$1,304,549.00	Base Bid Total	\$1,244,275.80	Base Bid Total	\$960,427.34

Note: The Travis County Commissioner's Court Reserves the right to reject any and all bids at their sole discretion.

Please note the following listed abbreviations used for proposed units:

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Stations, AC = Acre, EA = Each, SY = Square Yards, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Feet, TON = Ton, MO = Month, EA/DAY = per Each per DAY

DRAFT

4400001268

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and LD Kemp Excavating, Inc. (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of U.S. HIGHWAY 290 LANDFILL in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked U.S. HIGHWAY 290 LANDFILL (B1209-008-JW), all of which are incorporated herein.

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (B1209-008-JW).

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of U.S. HIGHWAY 290 LANDFILL in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (B1209-008-JW) to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (B1209-008-JW) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the work within 90 calendar days, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$960,427.34 consisting of \$95,780.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$864,647.34 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor must maintain internal records to verify the

division. The Contractor must make these records available upon the request of the Travis County Auditor.

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

BY: _____

DRAFT

CONTRACTOR NAME

LD KEMP EXCAVATING INC
BY: *[Signature]*

TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

TRAVIS COUNTY AUDITOR

RECEIVED
TRAVIS COUNTY
AUDITOR
JAN 11 2013
6:11:10 PM

Funds Reservation 300000264

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	09/12/2012
FM area	1000	Posting date	09/12/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	WILLIAD	Created on	09/12/2012
Last changed by	HUFFH	Last changed	12/20/2012
More Data			
Text	US290 Landfill Remediation Plan Implementation		
Reference			
Overall Amount	960,427.34 USD		

Document item 001			
Text	Funds from GF Reserves		
Commitment item	511780	Funds center	1490110001
Fund	0001	G/L account	511780
Cost center	1490110001	Due on	
Vendor		Customer	
Amount	930,427.34 USD		

Document item 002			
Text	Austin Country Inc Contribution		
Commitment item	511780	Funds center	1490110001
Fund	0001	G/L account	511780
Cost center	1490110001	Due on	
Vendor		Customer	
Amount	30,000.00 USD		



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

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. 4400001196, CASA of Travis County, to provide Trauma Focused Therapy.

- **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 professional confidential 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:	January 8, 2013 – September 30, 2013
	Auto-Renewal

➤ **Funding Information:**

SAP Shopping Cart #:

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

Comments: As Needed contract.

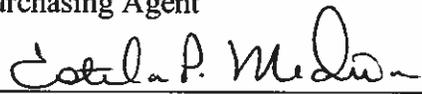


TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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
Chief Juvenile Probation Officer

RE: New Contract: CASA of Travis County
Court Appointed Special Advocate – Crossover Unit

DATE: October 14, 2012

The Travis County Juvenile Probation Department is interested in entering into a contract with CASA of Travis County, for a court appointed special advocate for youth referred by the department in coordination with the Crossover Unit.

The following are the funding details for this contract:

Grant: 800258
Internal Order: 100610
Product Code: TBD
Commitment Item: 514010

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
Emmitt Hayes
Chris Hubner

EPM:sm

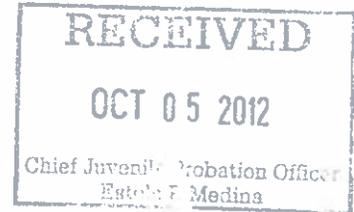


TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

MEMORANDUM



To: Estela P. Medina, Chief Juvenile Probation Officer

Through: *Barbara Swift*
Barbara Swift, Deputy Chief Juvenile Probation Officer

From: Emmitt Hayes, Division Director Probation Services Department *EH*

Date: October 4, 2012

Subject: Request to Contract

This is to request your approval to enter into a professional contact with CASA for a part time position. This part time position will provide services for up to 48 Crossover unit youth who are identified for the Trauma Informed Assessment and Response Program, funded by the Office of the Governor Grant. The contract amount will be for \$15,000.

Attachments: Scope of Services

Cc: Chris Hubner

*Emmitt
approved
10/5/12*

Attachment A Scope of Services

CONTRACTOR, CASA of Travis County, shall provide a Court Appointed Special Advocate (CASA) for youth identified and referred by the Travis County Juvenile Probation Department, hereinafter "Department," in coordination with the Travis County Juvenile Probation Crossover Unit, as described below:

1. Youth will be identified and referred to CONTRACTOR by the Department for CASA services.
2. CONTRACTOR will communicate with the child's Juvenile Probation Officer after receiving the appointment and on a regular basis for the duration of the case.
3. CONTRACTOR will maintain confidentiality of all issues and juvenile records of the case.
4. CONTRACTOR will meet with the youth in a timely manner after being appointed and meet in person with the youth at a frequency dictated by their placement distance from Austin.
5. CONTRACTOR may have other types of age appropriate contact with the youth, including telephone calls, emails and/or letters as appropriate for the youth's age and interests.
6. CONTRACTOR will meet in person with the youth's primary placement provider after placement occurs and communicate with the placement provider on a regular basis thereafter for the duration of the case.
7. CONTRACTOR will advocate for the youth's best interests in the community by interfacing with mental health, medical, legal, educational and other community systems to assure that the youth's needs in these areas are met.
8. CONTRACTOR will determine if a permanent plan, an educational passport and a medical passport have been created for the youth.
9. CONTRACTOR will participate in case-related meetings.
10. CONTRACTOR will seek cooperative solutions by acting as a facilitator among parties maintaining communication with the youth's parents, family members, attorney ad litem, teachers and other service providers, as applicable.
11. CONTRACTOR will appear at hearings to advocate for the youth's best interest and permanency. CONTRACTOR will provide testimony, whenever necessary, making recommendations for specific appropriate services for the youth and, when appropriate, the youth's family.

12. **CONTRACTOR will inform the court promptly of important developments in the case through appropriate means as determined by court rules and statute.**

CONTRACTOR will monitor implementation of service plans and court orders assuring that court-ordered services are implemented in a timely manner and that review hearings are held in accordance with the law.

ATTACHMENT B

FEE SCHEDULE

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County Juvenile Probation Department shall pay Contractor:

For a part time CASA position to provide services up to 48 Cross over Unit youth \$15,0000

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

AND

**COURT APPOINTED SPECIAL ADVOCATE
D/B/A
CASA OF TRAVIS COUNTY**

FOR

TRAUMA FOCUSED THERAPY

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

CONTRACT NO. 4400001196



Travis County 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 CASA of Travis County, (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 CASA of Travis County,
- 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.

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|------------------------------------|---------------------|
| 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 and date of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

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

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

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

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

4.8 Disbursements to Persons with Outstanding Debt.

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

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

4.8.1.2 the debt is paid.

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

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

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

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

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

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

5.0 RECORDS CONFIDENTIALITY AND ACCESS

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

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

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

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

6.0 AMENDMENTS / MODIFICATIONS

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

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

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

7.0 OTHER PROVISIONS:

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

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

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

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold

further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

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

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

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

7.7 Entire Agreement

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

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

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

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given

immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

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

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

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

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

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

CASA of Travis County
7701 N. Lamar Blvd, Ste 301
Austin, Texas 78752

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.

CASA of Travis County

Travis County

By: _____
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Approved by Purchasing:

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

ATTACHMENT A

ATTACHMENT B
FEE SCHEDULE

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: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proponent: _____
County of Proponent: _____

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.

Signature of Affiant

Address

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

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
October 9, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
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 IIJayne Rybak, CTP*
 Purchasing Agent Assistant IIL. Wade Laursen*
 Purchasing Agent Assistant IISam 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



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

Prepared By/Phone Number: Jesus Angel Gómez/854-1187; Marvin Brice, CPPB/854-9765

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Nootsie Maintenance Building, IFB No. 1210-007-AG, to the low bidder, Tegrity Contractors Inc.

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

This contract requires the Contractor to provide labor, equipment, materials and supervision necessary for the demolition of an existing building and construction of a new structure on top of the existing slab, at the Nootsie Maintenance Building, 9512 N RM 620, Austin, Texas.

IFB 1210-007-AG was issued on October 31, 2012, to solicit bids for the project referenced above. After a total of fifty-eight (58) vendors were solicited, ten (10) bids were received electronically in response to the solicitation when subject IFB opened on November 21, 2012, at 2:00 p.m. The low bidder is Tegrity Contractors, Inc, with a Base Bid of \$139,777.

Facilities Management Department (FMD) recommends that a contract be awarded to Tegrity Contractors Inc., in the amount of \$139,777. FMD has determined that the price is fair and reasonable. Purchasing concurs with FMD's contract award recommendation.

➤ **Contract-Related Information:**

Award Amount: \$139,777

Contract Type: Construction

Contract Period: 120 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 58

Responses Received: 10

HUB Information: 14

% HUB Subcontractor: 18

➤ **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:

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000435

Cost Center-G/L no'(s): 1490120115-522020, Fund 0001

Comments: Pending authorization of funds transfer from Balcones Canyonland Preserve Program (BCP) Fund 0115, reserve account 1498000115, submitted for Commissioners Court approval, January 8, 2013.



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: NOOTS-01-11F-3R

FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

DATE: December 21, 2012

SUBJECT: Nootsie Maintenance Building
Construction Contract Award IFB No.: 1210-007-AG

*Leslie Stricklan
for Roger El Khoury*

Facilities Management Department (FMD) recommends award of the Nootsie Maintenance Building in the amount of \$139,777 to the low bidder, Tegrity Contractors. Ten general contractors bid on the subject project. The bid was opened on November 21, 2012. The low bid is valid through March 19, 2013. FMD has reviewed the attached bid tabulation and determined that the low bid is fair and reasonable. The construction schedule is for 120 calendar days after the issuance of the Notice to Proceed, which follows the notice of award and other requirements.

Funding for this project is located in the Cost Center-G/L 1490120115 522020. On December 21, 2012 Commissioners Court approved the recommendation by TNR that additional funds for this project should be provided from the Balcones Canyonlands Conservation Plan Fund. The subsequent fund transfer and update of the Funds Reservation Document (FRD) 300000435 by TNR in early January 2013 will complete the availability of the contract award funding of \$139,777.00. In accordance with the procedure to secure the approval of this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on the earliest possible date in 2013 after the contract award fund availability in the FRD has been confirmed by Purchasing. If the contract award is approved, please issue a fully executed contract to Tegrity Contractors. Please call Ben Noack at extension 44829 if you have any questions.

ATTACHMENTS:

1. Bid tabulation form

COPY TO:

Leslie Browder, County Executive, PBO
Steven Manilla, County Executive, TNR
Jon White, NREQ Division Director, TNR
Rose Farmer, Program Manager Natural Resources, TNR
Tawana Gardner, CPA, Financial Manager, TNR
Leslie Stricklan, AIA, Senior Project Manager, FMD
Ben Noack, RA, LEED-AP, Senior Architectural Associate, FMD
Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
J. Angel Gomez, Purchasing Agent Assistant, TCPO

**TRAVIS COUNTY PURCHASING
 CONSTRUCTION CONTRACTS
 BID TABULATION FORM**



BID NO.: 1210-007-AG **BID DATE:** October 31, 2012 **BIDS SOLICITED:** 58

DESCRIPTION: NOOTSIE MAINTENANCE BUILDING **OPEN TIME:** 2:00 p.m. CST **BIDS RECEIVED:** 10

DEPARTMENT: Travis County Facilities Management **BIDS EXPIRE:** February 19, 2013 **HUBS SOLICITED:** 14

CONTACT/NO.: Jesus Angel Gomez / 854-1187 **HUBS RECEIVED:** 5

	Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
								HUB	%
1	Tegity Contractors	\$139,777.00	X	X	X	X	X	Y	18%
2	HCS Inc.	\$145,600.00	X	X	X	X	X	N	0%
3	ILCOR Builders	\$146,000.00	X	X	X	X	X	Y	3%
4	Sayers Construction, LLC	\$170,000.00	X	X	X	X	X	Y	18%
5	Architectural Habitat	\$205,716.00	X	X	X	X	X	Y	33%
6	Southwest Corporation	\$217,029.00	X	X	X	X	X	Y	1%
7	T.F. Harper & Associates LP	\$221,275.00	X	X	X	n/a	X	N	1%
8	TBC Commercial Construction LLC	\$243,515.00	X	X	X	n/a	X	N	0%
9	rand* Construction Corporation	\$297,679.00	X	X	X	X	X	N	5%
10	E.G. Sierra LLC.*	\$300,578.00	X	X	X	X	X	N	5%
11									
12									
13									
14									
15									

Note: * Bidder(s) were deemed non-responsive.

Reviewed and Acknowledged By:

	SIGNATURE	
Jesus Angel Gómez	PRINT NAME	
		DATE
		11/26/2012



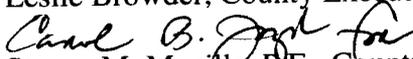
TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

December 19, 2012

MEMORANDUM

TO: Leslie Browder, County Executive, Planning and Budget Office

FROM: 
Steven M. Manilla, P.E., County Executive TNR

SUBJECT: Approve a Budget Transfer for the Balcones Canyonland Preserve Program (BCP) -
Additional Funding Maintenance Barn

Proposed Motion: Approve a budget transfer for \$23,179 from the Balcones Canyonland Preserve Program reserves in fund 0115 for additional budget needed to complete demolition and construction of the Nootsie Maintenance Barn.

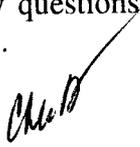
Summary and Staff Recommendation: TNR is requesting that the Commissioners Court approve a transfer of \$23,179 from the BCP fund 0115 reserve account 1498000115 for costs related to demolition of an old structure and construction the new Nootsie maintenance facility. The Commissioners Court previously approved \$140,000 for this project however final total estimated costs are \$163,179 leaving a \$23,179 shortfall.

Budgetary and Fiscal Impact: This will reduce the BCP Fund 0115 allocated reserves by \$23,179 from \$4,955,072 to \$4,931,893.

Required Authorizations: Planning and Budget Office.

Exhibits: A copy of budget transfer #400001558 and a summary of current estimated costs to complete the Nootsie maintenance facility.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

DWJ:SMM:dwj 

Attachments

copy: Diana Ramirez, PBO
Donna Williams-Jones, TNR

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\BALCONES CANYONLAND PRESERVE (BCP)\FY2013 TBF
Reserve Transfer_Memo_PBO_Maintenance Barn.doc

Header Information for Entry Doc Number

400001558

Doc. Number 400001558 Doc. Status Preposted FM Area 1000

Budget. Category Payment Doc. Year 2013 Doc. Date Nov 2, 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

Additional Data Creator WILLIAD Creation Date Dec 19, 2012 Creation Time 15:20:44

Resp. Person DONNA WILLIAMS JONES Year Cohort Public Law

Header Text BCP Reserve Transfer for Maint. Bldg Legislation

TextName

Lines
Total
Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area	Grant	Funded Program	Local Amount	Text Line
000001	0115		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-23,179	Provide budget for add'l costs for BCP maint bldg
000002	0115		1490120115	522020	1750	NOT-RELEVANT	NON-FUNDED-PROGRAM	23,179	Receive budget for add'l costs for BCP maint bldg



Travis County Commissioners Court Agenda Request

Meeting Date: December 21, 2012

Prepared By: Rose Farmer **Phone #:** 854-7214

Division Director/Manager: Jon White

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action to authorize spending additional funds for demolition and construction of a new Nootsie maintenance facility on the Balcones Canyonlands Preserve in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

On June 21, 2011, in an agenda item on disposition and proposed upgrades to buildings on the Balcones Canyonlands Preserve (BCP), the Commissioners Court approved funding for demolition of the existing maintenance facility on the Balcones Canyonlands Preserve at the Natural Resources Field Office (Nootsie) and construction of new maintenance facility that will better meet current and future program needs. The Court approved the project to demolish and dispose of the old structure at an estimated cost \$10,000 and to construct a new maintenance facility at an estimated cost of \$130,000. These estimated costs were based on a budgetary quote requested by TNR Natural Resources Division from a vendor under County contract. This budgetary quote was needed for budgeting purposes and the contractor making this budgetary quote had been given the general concept for the new maintenance facility but costs were not based on architect-designed plans.

In fall of 2012, Natural Resources staff worked with the Facilities Management Department (FMD) to develop detailed architectural and engineering plans for the new Nootsie maintenance facility. After developing the necessary plans and specifications for the project, FMD worked with the purchasing office to solicit competitive bids for this project. Ten contractors bid on the project and the low bidder's bid was \$139,777. FMD reviewed the bids and worked with the purchasing office recommending to award this project to the low bidder. The purchasing office will post a separate agenda item for the award. FMD estimates that completion of the project will also require an additional \$23,402 for other associated project costs not completed by the main contractor, plus contingency costs. The associated projects cost includes: TDLR review and inspection fees; TCEQ review fee, Fire Marshal building permit plan review fee; Asbestos survey; Septic tank and system field installation; Rainwater collector tank; Security camera and installation; compressed air system installation, and Construction contingency. This will bring

the total project costs to \$163,179 which creates a \$23,179 (\$163,179 - \$130,000 - 10,000) budget shortfall.

STAFF RECOMMENDATIONS:

Staff recommends that the Court approve additional funding needed of \$23,179 to demolish the old structure and build this new Nootsie maintenance facility. We are requesting authorization to spend \$139,777 for the contractor with an additional \$23,402 for additional costs and contingency cost for a total of \$163,179.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

There is currently sufficient funding in the BCCP's Fund 0115 Tax Benefit Financing funding source to pay for the additional \$23,179 needed for demolition and construction costs. This funding source was established to support land acquisition, staffing and land management for the Balcones Canyonlands Conservation Plan/ Balcones Canyonlands Preserve. Funding this request will not significantly reduce funding for needed land acquisition or land management efforts. The \$23,179 is in the BCP fund 0115 allocated reserve account 1980000000 580010 which has a current balance of \$4,955,072 and will be budgeted to 1490120115 522020 on a future PBO reserve transfer request.

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	Division Director NREQ	TNR	854-7212

CC:

Linda Laack	Env. Resource Mgt. Spec.	TNR	219-6190
Donna Williams-Jones	Financial	TNR	854-7677

TRAVIS COUNTY - TNR
Summary of Costs BCP Maintenance Building

DESCRIPTION	Nootsie
	Main Barn
Current Authorized Amount	\$ 140,000.00

OBLIGATIONS TO DATE

Construction Contractor Bid	\$ 139,777
Subtotal Bid Amount	\$ 139,777
PO 493815 TDLR - Project, Plan Review, & Inspection Fees	\$ 775
PO 494089 TC Fire Marshal's - Building permit plan review fee	\$ 750
Manual Payment, Fire Marshall Inspection Fee for BCP Nootsie Barn	\$ 104
PO 4100011499 Terracon Asbestos Survey	\$ 691
Cart 17350	
750 Gallon Septic Tank	\$ 1,195
Septic System TCEQ Review	\$ 10
Septic Tank Construction Estimate	\$ 10,000
Security Camera Estimate	\$ 3,500
Compressed Air Equipment Estimate	\$ 777
Rain Collector Tank	\$ 600
Construction Contingency	\$ 5,000
Subtotal Associated Costs	\$ 23,402

OVERALL TOTAL \$ 163,179

Project Budget Shortfall \$ (23,179)

Budget Usage		Date: 12/05/2012	Page: 1 / 1		
Financial Management Area 1000 Travis County		FM Payment Budget			
Fiscal Year 2013		Version		0	
Fund/Group	0115	Functional Area/Group		*	
Funded Program/Group	*	Year of Cash Effectivity		*	
Fund	Center/Commitment Item	Consumable Budget	Consumed Budget	Available Amount	Current Budget
FdsCtr/Cmnl Item	Reserves	4,955,072		4,955,072	4,955,072
1980000000	Reserves	4,955,072		4,955,072	4,955,072
580010	Reserves-Allocated	4,955,072		4,955,072	4,955,072

Budget Usage	Date: 12/05/2012	Page: 1 / 1
Financial Management Area 1000 Travis County		FM Payment Budget
Fiscal Year 2013		Version 0
Fund/Group	0115	Functional Area/Group *
Funded Program/Group	*	Year of Cash Effectivity *
Funds Center/Commitment Item	Commitment/Account	
FdsCtr/CmtItem		
1980000000 Reserves		
580010 Reserves-Allocated		



ITEM 15

Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

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

Division Director/Manager: Donald W. Ward, P.E., Division Director of Road Maintenance and Fleet Services

Department Head: 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 in Precinct Three:

- A) the acceptance of the dedication of the public street and drainage facilities within The Reserve at Twin Creeks, Sections 12-17; and
- B) two proposed license agreements with TC Twin Creeks Community, Inc for improvements within the ROW of Sections 16 and 17.

BACKGROUND/SUMMARY OF REQUEST:

The Reserve at Twin Creeks, Section 12 was recorded on May 2, 2004 at Document #200400156. Sections 13 and 14 were recorded on November 30, 2005 at Document #200500311 and #200500310, respectively. Sections 15, 16, and 17 were recorded on May 8, 2006 at Document #200600126, #200600127, and #200600125, respectively. These subdivisions have been inspected for conformance with approved plans and specifications as listed. They will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

The completed sidewalks within these subdivisions have been inspected by a Registered Accessibility Specialist. Violations were found. The owner has submitted a signed notarized letter forfeiting \$281,000.00 of the fiscal posted for sidewalk remediation fees for the violations. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

The Reserve at Twin Creeks, Sections 12 and 13 are accessed from Twin Creeks Club Drive, a street maintained by Travis County. Section 14 is accessed from Section 12, which is being accepted as part of this motion. Section 15 is accessed from Section 16, which is accessed from Section 13. Both Section 13 and 16 are being accepted as part of this motion. Lastly, Section 17 is accessed from Section

14, which is also being accepted as part of this motion. This action will add an overall total of 2.66 miles to the Travis County road system.

The applicant requests to enter into two license agreements, one for Section 16 and the other for Section 17. Section 16's agreement will cover improvements in the right-of-way of Sky Ridge Lane. Section 17's agreement will cover improvements in the ROW's of Granit Basin Court and Grand Oaks Loop. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

The construction of these projects have been considered complete for several years now with the earliest section being in 2004 and the latest section in 2006. However, not receiving certain "Requirements..." list items kept the County from moving forward with their acceptance. The outstanding items have now been submitted. Travis County staff will consider the time between the approximate completion dates (2004-2006) and the Commissioners Court acceptance date as the warranty period for these subdivisions. All Travis County issued punch list items have been addressed.

In regards to the proposed license agreements, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The TC Twin Creeks Community, Inc. (the "ASSOCIATION") has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached agreements. The improvements will maintain the 7' clear zone in order to adequately address the safety of the traveling public. The proposed license agreements utilize the standard form.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- TNR Approval Letters
- Lists of Streets
- Requirements for Approval
- RAS List
- Remediation Fee Letter
- License Agreements
- Location 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
Charles Allen	Inspector	Development Services	266-3314

SM:AB:ps

1101 - Development Services - The Reserve at Twin Creeks, Sections 12-17



TRANSPORTATION & 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

**CONSTRUCTION ACCEPTANCE/PERFORMANCE PERIOD INSPECTION
FOR RELEASE OF FISCAL**

DATE: December 12, 2012

TO:	<u>DEVELOPER:</u> Twin Creeks Vista, L.P. 2930 Grand Oaks Loop #201 Cedar Park, TX 78613	<u>ENGINEER:</u> Turner Collie & Braden Inc. David Kneuper 400 West 15 th Street #500 Austin, TX 78701
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SUBJECT: The Reserve at Twin Creeks, Section 12

Effective this date, streets and/or drainage construction within this subdivision appear to be in conformance with the approved construction documents. This subdivision has completed the one (1) year performance period. All performance period maintenance punch list items have been completed and/or corrected. 100% of the un-constructed residential sidewalks (if any) will remain until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

OTHER REMARKS:

BY: *Don W. Ward* 12/18/12
TNR Division Director of Road and Bridge – Don W. Ward, P.E.

Paul Scoggins 12/13/12
TNR Engineering Specialist – Paul Scoggins

Charles Allen
TNR Inspector – Charles Allen

1102 fiscal file
1105 Subdivision File



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SUBJECT: The Reserve at Twin Creeks, Section 13

Effective this date, streets and/or drainage construction within this subdivision appear to be in conformance with the approved construction documents. This subdivision has completed the one (1) year performance period. All performance period maintenance punch list items have been completed and/or corrected. 100% of the un-constructed residential sidewalks (if any) will remain until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

OTHER REMARKS:

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TNR Division Director of Road and Bridge – Don W. Ward, P.E.

Paul Scoggins 12/13/12
TNR Engineering Specialist – Paul Scoggins

Charles Allen
TNR Inspector – Charles Allen

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**CONSTRUCTION ACCEPTANCE/PERFORMANCE PERIOD INSPECTION
FOR RELEASE OF FISCAL**

DATE: December 12, 2012

TO:	<u>DEVELOPER:</u> Twin Creeks Vista, L.P. 2930 Grand Oaks Loop #201 Cedar Park, TX 78613	<u>ENGINEER:</u> Turner Collie & Braden Inc. David Kneuper 400 West 15 th Street #500 Austin, TX 78701
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SUBJECT: The Reserve at Twin Creeks, Section 14

Effective this date, streets and/or drainage construction within this subdivision appear to be in conformance with the approved construction documents. This subdivision has completed the one (1) year performance period. All performance period maintenance punch list items have been completed and/or corrected. 100% of the un-constructed residential sidewalks (if any) will remain until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

OTHER REMARKS:

BY: *Don W. Ward* 12/18/12
TNR Division Director of Road and Bridge – Don W. Ward, P.E.

Paul Scoggins 12/13/12
TNR Engineering Specialist – Paul Scoggins

Charles Allen
TNR Inspector – Charles Allen

1102 fiscal file
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**CONSTRUCTION ACCEPTANCE/PERFORMANCE PERIOD INSPECTION
FOR RELEASE OF FISCAL**

DATE: December 12, 2012

TO:	<u>DEVELOPER:</u> Twin Creeks Vista, L.P. 2930 Grand Oaks Loop #201 Cedar Park, TX 78613	<u>ENGINEER:</u> Turner Collie & Braden Inc. David Kneuper 400 West 15 th Street #500 Austin, TX 78701
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SUBJECT: The Reserve at Twin Creeks, Section 15

Effective this date, streets and/or drainage construction within this subdivision appear to be in conformance with the approved construction documents. This subdivision has completed the one (1) year performance period. All performance period maintenance punch list items have been completed and/or corrected. 100% of the un-constructed residential sidewalks (if any) will remain until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

OTHER REMARKS:

BY: *Don W Ward* *12/18/12*
TNR Division Director of Road and Bridge – Don W. Ward, P.E.

Paul Scoggins *12/13/12*
TNR Engineering Specialist – Paul Scoggins

Charles Allen
TNR Inspector – Charles Allen

1102 fiscal file
1105 Subdivision File



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**CONSTRUCTION ACCEPTANCE/PERFORMANCE PERIOD INSPECTION
FOR RELEASE OF FISCAL**

DATE: December 12, 2012

TO:	<u>DEVELOPER:</u>	<u>ENGINEER:</u>
	Twin Creeks Vista, L.P.	Turner Collie & Braden Inc.
	2930 Grand Oaks Loop #201	David Kneuper
	Cedar Park, TX 78613	400 West 15 th Street #500
		Austin, TX 78701

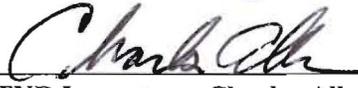
SUBJECT: The Reserve at Twin Creeks, Section 16

Effective this date, streets and/or drainage construction within this subdivision appear to be in conformance with the approved construction documents. This subdivision has completed the one (1) year performance period. All performance period maintenance punch list items have been completed and/or corrected. 100% of the un-constructed residential sidewalks (if any) will remain until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

OTHER REMARKS:

BY:  12/18/12
TNR Division Director of Road and Bridge – Don W. Ward, P.E.

 12/13/12
TNR Engineering Specialist – Paul Scoggins


TNR Inspector – Charles Allen

1102 fiscal file
1105 Subdivision File



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**CONSTRUCTION ACCEPTANCE/PERFORMANCE PERIOD INSPECTION
FOR RELEASE OF FISCAL**

DATE: December 12, 2012

TO:	<u>DEVELOPER:</u> Twin Creeks Vista, L.P. 2930 Grand Oaks Loop #201 Cedar Park, TX 78613	<u>ENGINEER:</u> Turner Collie & Braden Inc. David Kneuper 400 West 15 th Street #500 Austin, TX 78701
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SUBJECT: The Reserve at Twin Creeks, Section 17

Effective this date, streets and/or drainage construction within this subdivision appear to be in conformance with the approved construction documents. This subdivision has completed the one (1) year performance period. All performance period maintenance punch list items have been completed and/or corrected. 100% of the un-constructed residential sidewalks (if any) will remain until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

OTHER REMARKS:

BY: *Don W. Ward* *12/18/12*
TNR Division Director of Road and Bridge – Don W. Ward, P.E.

Paul Scoggins *12/13/12*
TNR Engineering Specialist – Paul Scoggins

Charles Allen
TNR Inspector – Charles Allen

1102 fiscal file
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
 Mapsco No. 432K

RESERVE AT TWIN CREEKS SECTION 12

Pct.# 3
 Atlas No. O-06

RECORDED AT DOC# 200400156 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 5/20/2004

SUBDIVISION CONTAINS 1 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Grand Oaks Loop	Twin Creeks Club Dr to SE cor Lot 11 Blk S	673	0.13	60'	HMAC	40' F-F	Yes
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 1 N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING 0.13 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

8-Jan-13
 DATE

Don W. Ward 12/18/12

 Don W. Ward, PE
 Division Director
 Road & Bridge

DP = DOUBLE PENETRATION
 HMAC = HOT MIX ASPHALT
 C = CONCRETE
 UPP = UNPAVED, PIT RUN
 UPS = UNPAVED, SELECT

APPROVED BY COMMISSIONERS COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 432K

RESERVE AT TWIN CREEKS SECTION 14

Pct.# 3
Atlas No. O-06

RECORDED AT DOCUMENT #200500310 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 11/30/05

FOUR STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Grand Oaks Loop	NE cor of Lot 27, Blk X south to SE cor of Lot 12, Blk X	459	0.09	60'	HMAC	40' F-F	YES
2	Crystal Hill Drive	Grand Oaks Loop west to a cul-de-sac w/R=60' and east to cul-de-sac w/R=50' for an overall total of 571 LF	571	0.11	50'	HMAC	30' F-F	YES
3	Feathergrass Court	Mystic Summit Drive north to cu-de-sac w/R=60'	436	0.08	50'	HMAC	30' F-F	YES
4	Mystic Summit Drive	55 LF from Grand Oaks Loop west to a cul-de-sac w/R=60'	548	0.10	50'	HMAC	30' F-F	YES
5								
6								
7								
8								
9								
10								
Total Footage/Mileage			2014	0.38				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 57

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-4

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-4 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT 3

0.38 MILES BE ACCEPTED BY

8-Jan-13

DATE

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Don W. Ward 12/18/12

Don W. Ward, PE
Division Director
Road & Bridge

DATE APPROVED BY COMMISSIONERS COURT

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
 Mapsco No. 432K

RESERVE AT TWIN CREEKS SECTION 15

Pct.# 3
 Atlas No. O-06

RECORDED AT DOCUMENT #200600126 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 5/08/06

THREE STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Rocky Top Lane	Grand Oaks Loop west to a cul-de-sac w/R=60'	355	0.07	50'	HMAC	30' F-F	YES
2	Ironwood Court	Winged Elm Drive north to a cul-de-sac w/R=50'	158	0.03	50'	HMAC	30' F-F	YES
3	Winged Elm Drive	Grand Oaks Loop west to a cul-de-sac w/R=60'	431	0.08	50'	HMAC	30' F-F	YES
4								
5								
6								
7								
8								
9								
10								
Total Footage/Mileage			944	0.18				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 32

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-3

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-3 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT 3

0.18 MILES BE ACCEPTED BY

8-Jan-13
 DATE

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- HMAC = HOT MIX ASPHALT
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- UPP = UNPAVED, PIT RUN
- UPS = UNPAVED, SELECT

Don W. Ward 12/10/12
 Don W. Ward, PE
 Division Director
 Road & Bridge

DATE APPROVED BY COMMISSIONERS COURT

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 432K

RESERVE AT TWIN CREEKS SECTION 16

Pct.# 3
Atlas No. O-06

RECORDED AT DOCUMENT #200600127 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 5/08/06

FOUR STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Grand Oaks Loop	NW cor of Lot 54, Blk V south to NW cor of Lot 18, Blk W	1376	0.26	60'	HMAC	40' F-F	YES
2	Shadow Canyon Drive	Grand Oaks Loop east to Hidden Hills Lane	881	0.17	50'	HMAC	30' F-F	YES
3	Sky Ridge Lane	Shadow Canyon Drive westerly to a cul-de-sac w/R=60' and from Shadow Canyon Drive northeasterly to a cul-de-sac w/R=50' for an overall total of 810 LF	810	0.15	50'	HMAC	30' F-F	YES
4	Hidden Hills Lane	Shadow Canyon Drive west to a cul-de-sac w/R=60' and from Shadow Canyon Drive east, then north to a cul-de-sac w/R=50' for an overall total of 1630 LF	1630	0.31	50'	HMAC	30' F-F	YES
5								
6								
7								
8								
9								
10								
Total Footage/Mileage			4697	0.89				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 56

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-4

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-4 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT 3

0.89 MILES BE ACCEPTED BY

8-Jan-13
DATE

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- C = CONCRETE
- UPP = UNPAVED, PIT RUN
- UPS = UNPAVED, SELECT

Don W. Ward
Don W. Ward, PE
Division Director
Road & Bridge

DATE APPROVED BY COMMISSIONERS COURT

TRANSPORTATION AND NATURAL RESOURCES

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



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Reserve at Twin Creeks Section 12
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

4/08/05 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)

NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)

4/08/05 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401 (c)(1)(B)

4/08/05 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303 (c)] and accompanying Stop Sign Warrant sheet for each sign.

Reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.401(8)

NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)

Rev'd 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202(q), 82.203 § 82.301(ix) (G) (13), § 82.401(5)

12/12/12 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance needs to approve.**

4/08/05 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.

NA 10. License Agreement

TRANSPORTATION AND NATURAL RESOURCES

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Reserve at Twin Creeks Section 13
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 10/18/05 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 10/11/05 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 10/18/05 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrant sheet for each sign.
- Reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and
CSA drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- Rcv'd 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202(q), 82.203, § 82.301(ix) (G) (13), § 82.401(5)
- 12/12/12 8. A TNR inspection report, indicating the completion of that portion of the work
Condt represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance needs to approve.**
- 3/22/06 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- NA 10. License Agreement

TRANSPORTATION AND NATURAL RESOURCES

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Reserve at Twin Creeks Section 14
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 10/18/05 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)

- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)

- 10/11/05 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)

- 10/18/05 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrant sheet for each sign.

- reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and
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- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)

- Rcv'd 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202(q), 82.203, § 82.301(ix) (G) (13), § 82.401(5)

- 12/12/12 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance needs to approve.**

- 3/22/06 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.

- NA 10. License Agreement

TRANSPORTATION AND NATURAL RESOURCES

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Reserve at Twin Creeks Section 15

**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 2/08/06 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 2/08/06 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 2/08/06 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrant sheet for each sign.
- reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and
CSA drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- Rcv'd 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202(q), 82.203 § 82.301(ix) (G) (13), § 82.401(5)
- 12/12/12 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance needs to approve.**
- Rcv'd 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- NA 10. License Agreement

TRANSPORTATION AND NATURAL RESOURCES

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



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Executive Office Building
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Reserve at Twin Creeks Section 16
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 2/08/06 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 2/08/06 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 2/08/06 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrant sheet for each sign.
- reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and
CSA drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- Rcv'd 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202(q), 82.203 § 82.301(ix) (G) (13), § 82.401(5)
- 12/12/12 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance needs to approve.**
- Rcv'd 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- 12/7/12 10. License Agreement

TRANSPORTATION AND NATURAL RESOURCES

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Reserve at Twin Creeks Section 17

**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 3/29/06 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- Rcv'd 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 3/29/06 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrant sheet for each sign.
- reduce CSA? 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- Rcv'd 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202(q), 82.203, § 82.301(ix) (G) (13), §82.401(5)
- 12/12/12 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance needs to approve.**
- Rcv'd 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- 12/7/12 10. License Agreement

Site Visit Report from Lonestar Access - Percentage Analysis

Item No.	Elements in Non-Compliance / Location:	Unacceptable condition:	Deviation:
1	Ramp formwork / Mail Kiosk at Grand Oaks Loop between Mystic Summit & Rocky Top Lane.	A. Wood formwork slopes from 8.1% to 8.9% at the bottom ramp segment. TAS requires that the maximum running slope of a ramp shall not exceed 1:12 (8.33%).	0.57%
		B. Wood formwork slopes from 5.3% to 8.9% at the top ramp segment. TAS requires that the maximum running slope of a ramp shall not exceed 1:12 (8.33%)	0.57%
2	Curb Ramp / Mail Kiosk at Grand Oaks Loop between Mystic Summit & Rocky Top Lane.	A. Curbs are provided at each side of the curb ramp where pedestrians may travel across the sides of the curb ramp. TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails.	1.70%
		B. Grooves are provided as textures on the surface of the curb ramp. A contrasting color is not provided on the curb ramp surface. Detectable warning complying with TAS 4.29.2 shall be provided at the surface of the curb ramp. A color that contrasts visually with the adjoining accessible route shall be provided on the surface of the curb ramp.	
3	Curb Ramp / Mail Kiosk at Grand Oaks Loop across from Mossy Grove.	C. The cross slope is 3.7% at the surface of the sidewalk that is provided adjacent to the side of the curb ramp. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.07%
		A. Curbs are provided at each side of the curb ramp where pedestrians may travel across the sides of the curb ramp. TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails.	
4	Curb Ramps at Mystic Summit & Grand Oaks Loop.	B. Grooves are provided as textures on the surface of the curb ramp. A contrasting color is not provided on the curb ramp surface. Detectable warning complying with TAS 4.29.2 shall be provided at the surface of the curb ramp. A color that contrasts visually with the adjoining accessible route shall be provided on the surface of the curb ramp.	1.50%
		C. The running slopes vary from 7.0% at the bottom to 10.4% at the top surface of the curb ramp. TAS requires that the maximum running slope of a ramp shall not exceed 1:12 (8.33%).	
		A. A curb ramp is provided adjacent to Lot 16Y (2733 Grand Oaks Loop). Cross slopes vary from 2.7% to 3.5% at the surface of this curb ramp. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.70%
		B. A curb ramp is provided adjacent to Lot 16Y (2733 Grand Oaks Loop). The slopes vary from 11.2% to 11.7% at the left flared side. TAS requires that slopes of flares shall not exceed 1:10 (10.0%).	

5	Curb Ramps at Mill Stream and Grand Oaks Loop.	A curb ramp is provided adjacent to Lot 48V (2730 Mill Stream). The flared side slopes from 10.4% to 12.1% at the right side of this curb ramp. TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails. The slope is 11.1% at the flared on the right side of the curb ramp. TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).	2.10%
6	Curb ramp at Grand Oaks Loop adjacent to Lot 1Y (2703 Grand Oaks).	A. The cross slopes vary from 1.0% to 7.3% at the surface of the curb ramp on the right side of the road. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.10%
7	Condominium Area - Curb ramp and street crossing located at approximately 2004 Twin Creeks Club Drive.	B. The cross slopes vary from 0.2% to 3.8% at the surface of the curb ramp on the left side of the road. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	5.30%
8	Curb ramps at the Condominium Area - 903 Twin Creeks Club Drive.	A. The cross slopes vary from 2.4% to 4.0% at the surface of the curb ramp on the left side of the road. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.80%
8	Curb ramps at the Condominium Area - 903 Twin Creeks Club Drive.	B. The cross slope is 4.8% at the surface of the curb ramp on the right side of the road. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.00%
9	Curb ramps at the Condominium Area - 2002 Twin Creeks Club Drive.	The cross slopes vary from 0.4% to 3.3% at the surface of the curb ramp. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.30%
10	Curb ramps at the Entry/Exit drives to the Condominium Area at Grand Oaks Loop and Twin Creeks Drive intersections.	Eight curb ramps are provided adjacent to the entry/exit drives at the condominium area. Cross slopes vary from 0.7% to 5.8% at these curb ramps. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	3.80%
11	Curb Ramps at Crystal Hill Drive.	A. Curb ramp at Lot 12X (3400 Crystal Hills Drive) cross slopes vary from 3.4% to 1.7%. The slope is 13.3% at the left flared side of the curb ramp. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). A curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).	1.40% for cross slope, 3.30% for flared side of curb ramp

12	Curb ramps at Mossy Grove.	<p>B. Curb ramp at Lot 27X (3401 Crystal Hills Drive) cross slopes vary from 5.1% to 1.7%. The slope is 12.7% at the right flared side of the curb ramp. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). A curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>3.10% for cross slope, 2.70% for flared side of curb ramp</p>
		<p>C. Curb ramp at Lot 112 (3305 Crystal Hills Drive) the slope is 13.6% at the right flared side of the curb ramp. TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>3.60%</p>
		<p>D. Curb ramp at Lot 107Y (3306 Crystal Hills Drive) cross slopes vary from 5.0% to 2.7%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>3.00%</p>
		<p>A. Curb ramp at Lot 90Y (2907 Grand Oaks Loop) cross slopes vary from 0.9% to 3.8%. The left flared side slopes 13.9%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). A curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>1.80% for cross slope, 3.90% for flared side of curb ramp</p>
		<p>B. Curb ramp at Lot 105Y (3317 Mossy Grove) the running slope is 9.2%. The right flared side slopes 14.1%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). A curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>4.10%</p>
13	Curb ramps at Prairie Mist adjacent to Mossy Grove.	<p>A. Curb ramp at Lot 99Y (2802 Prairie Mist) cross slopes vary from 2.3% to 4.6%. The left flared side slopes 14.5%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). A curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>2.60% for cross slope, 4.50% for flared side of curb ramp</p>

		<p>B. Curb ramp at Lot 102Y (2805 Prairie Mist) the cross slopes vary from 4.7% to 0.7%. The right flared side slopes 15.2%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). A curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>2.70% for cross slope, 5.20% for flared side of curb ramp</p>
14	Curb Ramps at Sterling Heights adjacent to Grand Oaks Loop.	<p>A. Curb ramp at Lot 19W (3400 Sterling Heights) the cross slopes vary from 3.2% to 3.5%. The left flared side slopes 13.5%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). A curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>1.50% for cross slope, 3.50% for flared side of curb ramp</p>
		<p>B. Curb ramp at Lot 29W (3401 Sterling Heights) the cross slopes vary from 2.7% to 3.7%. The right flared side slopes 14.6%. The running slope of the curb ramp is 9.0%.</p>	<p>1.70% for cross slope, 4.60% for flared side of curb ramp</p>
15	Curb Ramps at Shadow Canyon adjacent to Grand Oaks Loop.	<p>Curb ramp at Lot 14W (2800 Grand Oaks Loop) the right flared side slopes 11.4%. TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>1.40%</p>
16	Curb ramps at Sky Ridge adjacent to Shadow Canyon.	<p>A. Curb ramp at Lot 13W (3301 Sky Ridge) the left flared side slopes 11.2%. TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>1.20%</p>
		<p>B. Curb ramp at Lot 3W (3300 Sky Ridge) the cross slopes vary from 6.4% to 3.0% at the surface of the curb ramp. The right flared side slopes 23.2%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). A curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>4.4% for cross slope, 13.20% for flared side of curb ramp</p>
		<p>C. Curb ramp at Lot 68V (3206 Sky Ridge) cross slopes vary from 5.6% to 3.3% at the surface of the curb ramp. The left flared side slopes 14.8%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). A curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).</p>	<p>3.60% for cross slope, 4.80% for flared side of curb ramp</p>

		D. Curb ramp at Lot 63V (3203 Sky Ridge) the left flared side slopes 12.2%. TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).	2.20%
17	Curb ramp at Hidden Hills adjacent to the turning circle.	A. The right flared side slopes 12.8% at the curb ramp that is provided on the opposite side of the street from Lot 86V (3310 Hidden Hills). TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).	2.80%
		B. Curb ramps at Lot 86V (3310 Hidden Hills) the cross slopes vary from 3.6% to 2.2%. The left flared side slopes 14.8%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). A curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).	1.60% for cross slope, 4.80% for flared side of curb ramp
18	Curb ramp at Winged Elm adjacent to Grand Oaks Loop.	Curb ramps at Lot 60Y(3201 Winged Elm) the cross slopes vary from 2.8% to 3.4% at the surface of the curb ramp. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.40%
19	Curb ramp at Winged Elm Lot 62Y.	Curb ramp at Lot 62Y (2908 Winged Elm) the left flared side slopes 12.1%. TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).	2.10%
20	Curb ramp at Rocky Top Lane Lot 47Y.	Curb ramp at Lot 47Y (3201 Rocky Top Lane) the left flared side slopes 11.1%. TAS requires that a curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).	1.10%
21	Curb ramp at Sugar Maple adjacent to Mill Stream.	Curb ramp at Lot 40V (2800 Sugar Maple) the cross slope varies from 5.3% to 1.6% at the curb ramp surface. The right flared side slopes 11.8%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). A curb ramp shall have flared sides where it is not protected by handrails or guardrails. The maximum slope of a flared side shall be 1:10 (10.0%).	3.30% for cross slope, 1.80% for flared side of curb ramp
22	Street Crossing at Mystic Summit parallel to Grand Oaks Loop.	The cross slope at the surface of the street crossing varies from 3.1% to 5.1%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	3.10%

23	Street Crossing at Mill Stream parallel to Grand Oaks Loop.	The cross slope at the surface of the street crossing varies from 1.1% to 3.3%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.30%
24	Street crossing at 2004 Twin Creeks Club Drive.	The cross slope varies from 5.9% to 6.3% at the surface of the street crossing. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	4.30%
29	Street Crossings at Crystal Hills Drive adjacent to Grand Oaks Loop.	Cross slopes vary from 5.0% to 5.3% at the street crossing between curb ramps from Lot 12X to Lot 27X. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	3.30%
30	Street Crossing at Mossy Grove adjacent to Grand Oaks Loop.	Cross slopes vary from 4.6% to 4.8% at the street crossing between curb ramps from Lot 90Y to Lot 105Y. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.80%
31	Street Crossing at Prairie Mist adjacent to Mossy Grove.	Cross slopes vary from 5.9% to 6.2% at the street crossing between curb ramps from Lot 99Y to Lot 102Y. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	4.20%
32	Street Crossing at Sterling Heights adjacent to Grand Oaks Loop.	Cross slopes vary from 4.5% to 4.1% at the street crossing between curb ramps from Lot 19W to Lot 29W. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.50%
33	Street Crossing at Shadow Canyon adjacent to Grand Oaks Loop.	Cross slopes vary from 2.1% to 3.6% at the street crossing between curb ramps from Lot 62V to Lot 14W. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.60%
34	Street Crossing at Sky Ridge adjacent to Shadow Canyon.	Cross slopes vary from 5.2% to 9.0% at the street crossing between curb ramps from Lot 13W to Lot 3W. The running slope varies from 10.2% to 16.8% at the street crossing. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%). Running slopes shall not exceed 1:20 (5.0%).	7.00% for cross slope, 11.80% for running slope
35	Street Crossing at Sky Ridge adjacent to Shadow Canyon.	Cross slopes vary from 0.8% to 4.9% at the street crossing between curb ramps from Lot 63V to Lot 68V. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.90%
36	Street Crossing at Hidden Hills adjacent to the turning circle.	Cross slopes vary from 5.5% to 4.5% at the street crossing between curb ramps from the Lot 86V to the sidewalk on the opposite side of the street. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	3.50%
37	Street Crossing at Winged Elm adjacent to Grand Oaks Loop.	Cross slopes are 3.1% at the street crossing between Lots 77Y and 80Y. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.10%
38	Street Crossing at Winged Elm (Lots 62Y to 66Y).	Cross slopes vary from 4.0% to 2.2% at the street crossing between curb ramps from the Lot 62Y and 66Y. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.00%

39	Street Crossing at Rocky Top Lane adjacent to Grand Oaks Loop (Lots 47Y to 59Y).	Cross slopes vary from 3.1% to 4.0 % at the street crossing between curb ramps from Lot 47Y to 59Y. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.00%
40	Street Crossing at Sugar Maple adjacent to Mill Stream (Lots 40V to 47V).	Cross slopes vary from 5.8% to 4.3% at the street crossing between curb ramps from Lot 40V to 47V. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	3.80%
41	Driveway at Lot 51V (2736 Grand Oaks Loop).	The cross slope varies from 2.2% to 3.5% at the surface of the driveway. TAS requires that the cross slopes shall not exceed 1:50 (2.0%).	1.50%
42	Driveway at Lot 48V (2730 Grand Oaks Loop).	The cross slope is 3.4% at the left side of the driveway. TAS requires that the cross slopes shall not exceed 1:50 (2.0%).	1.40%
43	Driveway at Lot 51V (2736 Grand Oaks Loop).	The cross slope varies from 2.2% to 3.5% at the surface of the driveway. TAS requires that the cross slopes shall not exceed 1:50 (2.0%).	1.50%
44	Driveway at Lot 48V (2730 Grand Oaks Loop).	The cross slope is 3.4% at the left side of the driveway. TAS requires that the cross slopes shall not exceed 1:50 (2.0%).	1.40%
48	Driveway at 3406 Sterling Heights.	The cross slope at the right side of the driveway slopes 3.5% to 3.8%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.80%
49	Driveway at 2805 Grand Oaks Loop.	The cross slope varies from 3.3% on the left side of the driveway to 4.1% on the right side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.10%
50	Driveway at 2803 Grand Oaks Loop.	The cross slope varies from 3.3% at the left side of the driveway to 4.4% on the right side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.40%
51	Driveway at 2801 Grand Oaks Loop.	The cross slope is 3.5% at the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.50%
52	Driveway at 2755 Grand Oaks Loop.	The cross slope is 4.1% at the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.10%
53	Driveway at Lot 13W (3301 Shadow Canyon).	The cross slopes vary from 3.2% on the right side of the driveway to 3.8% on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.80%
54	Driveway at Lot 10W (3307 Sky Ridge).	The cross slope is 3.5% at the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.50%
55	Driveway at Lot 9W (3309 Sky Ridge).	The cross slopes vary from 5.5% on the right side of the driveway to 7.0% on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	5.00%

56	Driveway at Lot 49Y (3206 Rocky Top Lane)	The cross slopes vary from 4.4% on the right side of the driveway to 3.4% on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.40%
57	Driveway at Lot 55V (2744 Grand Oaks Loop).	The cross slopes vary from 4.3% on the right side of the driveway to 4.8% on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.80%
58	Driveway at Lot 40V (2800 Sugar Maple).	The cross slopes vary from 3.6% on the left side of the driveway to 1.4% on the right side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.60%
59	Driveway at Lot 41V (2802 Sugar Maple).	The cross slopes vary from 3.7% on the left side of the driveway to 1.6% on the right side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.70%
60	Driveway at Lot 38V (3104 Mill Stream).	The cross slope is 4.3% at the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.30%
61	Driveway at Lot 36V (3103 Mill Stream).	The cross slopes vary from 5.8% on the right side of the driveway to 3.3% on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	3.80%
62	Driveway at Lot 34V (3107 Mill Stream).	The cross slopes vary from 6.5% on the right side of the driveway to 2.3% on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	4.50%
63	Driveway at Lot 27V (3121 Mill Stream).	The cross slopes vary from 3.0% on the right side of the driveway to 3.6% on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.60%
64	Driveway at Lot 23V (3129 Mill Stream).	The cross slopes vary from 3.5% on the right side of the driveway to 3.2% on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.50%
65	Driveway at Lot 4V (2605 Rolling Plains).	The cross slopes vary from 3.9% on the right side of the driveway to 1.8% on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.90%
66	Sidewalk at corner of Grand Oaks Loop and Mill Stream adjacent to Lot 48V (2370 Mill Stream).	The running slope of the sidewalk varies from 6.0% to 11.2% at the curve in the sidewalk adjacent to Lot 48V (2370 Mill Stream) where the adjacent roadway slopes 4.5% to 5.5%. The running slope of the sidewalk shall not exceed 1:12 (8.33%) where the slope of the adjacent road is less than the slope of the adjacent sidewalk. Where the running slope exceeds 5.0% and the slope of the adjacent roadway, the sidewalk shall comply with TAS 4.8. Handrails are not required at sidewalks that are located within the Public Right-of-Way.	2.87%

74	Sidewalk at Lot 12X (3400 Crystal Hills Drive).	The running slope varies from 5.8% to 9.0% at the sidewalk that is provided on the left side of the curb ramp. This sidewalk exceeds the slope of the street and shall not exceed the requirements indicated at TAS 4.8 1:12 (8.33%) slope.	0.67%
75	Sidewalk at Sterling Heights Lot 19W adjacent to Grand Oaks Loop.	The cross slope is 3.7% at the sidewalk at the top of the curb ramp at Lot 19W (3400 Sterling Heights). TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.70%
76	Sidewalk at Lot 21W (3404 Sterling Heights).	The cross slopes varies from 1.7% to 3.1%. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.10%
77	Sidewalk at Lot 80Y (2803 Grand Oaks Loop).	The cross slope is 3.3% at the sidewalk that connects to the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.30%
78	Sidewalk at Lot 11W (3305 Sky Ridge).	The running slopes vary from 9.0% to 11.0% at the sidewalk that is provided on the right side of the driveway. The running slope of the sidewalk shall not exceed 1:12 (8.33%) where the slope of the adjacent road is less than the slope of the adjacent sidewalk. Where the running slope exceeds 5.0% and the slope of the adjacent roadway, the sidewalk shall comply with TAS 4.8. Handrails are not required at sidewalks that are located within the Public Right-of-Way.	2.67%
79	Lot 55V (2744 Grand Oaks Loop).	The cross slopes are 3.8% at the sidewalk on the right side of the driveway and 5.1% at the sidewalk on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	3.10%
80	Sidewalk at Lot 38V (3104 Mill Stream).	The cross slope is 4.7% at the sidewalk on the right side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	2.70%
81	Sidewalk at Lot 23V (3129 Mill Stream).	The cross slope is 3.2% at the sidewalk on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.20%
82	Sidewalk at Lot 8V (2602 Rolling Plains).	The cross slope is 3.5% at the sidewalk. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.50%
83	Sidewalk at Lot 4V (2605 Rolling Plains).	The cross slopes is 3.3% at the sidewalk on the left side of the driveway. TAS requires that cross slopes along accessible routes shall not exceed 1:50 (2.0%).	1.30%



2930 Grand Oaks Loop # 201, Cedar Park, TX 78613
Office: 512-219-0425 Fax: 512-219-0246

Mr. Paul Scoggins
Travis County Transportation & Natural Resources
700 Lavaca Building, 5th Floor
Austin, TX 78701

Re: The Reserve at Twin Creeks Sections 12-17

Dear Mr. Scoggins"

As a condition of Travis County accepting the Roads and Drainage on the referenced subdivisions, a remediation fee in the amount of \$281,000 is due to Travis County. This letter is to acknowledge the remediation fee will be taken out of existing fiscal security Twin Creeks Vistas, LP has posted with Travis County and the balance due to be released will be reduced by \$281,000.

Acknowledged by:



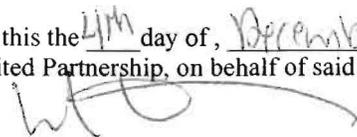
Ibar Askar
General Manager Twin Creeks Vistas, LP

12/04/2012
Date

THE STATE OF TEXAS §

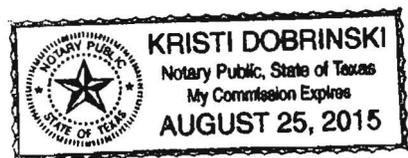
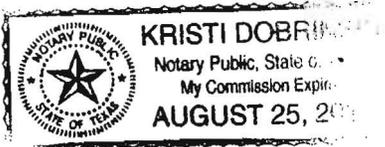
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 4th day of, December 2012, by Ibar Askar, of the Twin Creeks Vistas, LP, a Texas Limited Partnership, on behalf of said partnership.


Notary Public in and for the State of Texas

Kristi Dobrinski
Printed/Typed Name

My commission expires:



§ EXHIBIT 82.701 (C) LICENSE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the TC Twin Creeks Community, Inc. (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the public roads in The Reserve at Twin Creeks Section 16 subdivisions located in Travis County, being more particularly described in certain plat recorded at Document #: 200600127, of the Plat Records of Travis County, (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install and maintain certain landscaping and retaining wall improvements in portions of the right-of-way of Sky Ridge Lane in the Subdivision; more specifically in the right-of-way upon:

Retaining Wall > 3' Height 3301 Sky View Section 16, Lot 13, Block W

of the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to a dry stack retaining wall, an irrigation system, and trees and shrubs (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the ASSOCIATION each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements; and
2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and ASSOCIATIONS, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S EXECUTIVE MANAGER OF THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT within twenty one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION'S construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION'S Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter, maintaining the Improvements and promptly repairing any damage which may be caused by any means. Removal of dead or dying plants shall also be handled by the ASSOCIATION at its expense.

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash or an irrevocable Letter of Credit ("LOC") in a form acceptable to the COUNTY in the amount of three thousand seven hundred twenty four AND 75/100 DOLLARS (\$3,424.75). The LOC shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established by the City of Austin's financial institution rating system in effect at the time the LOC is issued. The COUNTY and the ASSOCIATION shall revise the LOC as necessary to adequately secure the ASSOCIATION's obligations during the term of this Agreement. The ASSOCIATION shall be responsible for procuring replacement LOCs in amounts approved by the COUNTY within sixty (60) days prior to the expiration date of the LOC then on file with the COUNTY for as long as this Agreement remains in effect. The ASSOCIATION may obtain a release of any such LOC at any time by substituting cash in an equal amount. Any cash provided to the COUNTY will be deposited

with the County Treasurer and interest on the amount will be paid to the ASSOCIATION on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the LOC or the cash security shall be a letter from the Travis County Judge indicating that the District has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of approval by the County Commissioners Court and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the ASSOCIATION. This Agreement may be terminated by the ASSOCIATION by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it shall remove installations that it made from the Licensed Property within the thirty (30) day notice period.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein. If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION'S affected installations at the ASSOCIATION'S sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, XIV. Assignment The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION'S rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

TC Twin Creeks Community, Inc.
c/o Goodwin Management, Inc.
Attn: Kathy Taylor, MBA
11149 Research Blvd, Suite 100
Austin, Texas 78759

COUNTY:

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

COPIES TO:

TNR Executive Manager
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No.

XVI. Annexation by a City

A. If the total area within the Licensed Property is annexed for full purposes by a City (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY" and any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____,
County Judge

Date: _____

TERMS AND CONDITIONS ACCEPTED, this the day of 12/6, 2012

THE ASSOCIATION:

TC Twin Creeks Community, Inc.

By: Tom Moody
Name: Tom Moody
Title: President
Authorized Representative

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the day of _____, _____ by _____ County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires:

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the day of, December 6, 2012 by Tom Moody, President of TC Twin Creeks Community, Inc., a Texas Corporation, on behalf of said corporation.



Sylvia Ann Cazares
Notary Public in and for the State of Texas
Sylvia Ann Cazares
Printed/Typed Name
May 9, 2016
My commission expires:

updated 01-03-13 at 3:50pm

Return after filing to:
Travis County TNR
P.O. Box 1748
Austin, Texas 78767

**RESERVE AT TWIN CREEKS SECTION 16
3301 SKY RIDGE LANE**

FISCAL ESTIMATE FOR REMOVAL OF EXISTING DRY STACK WALL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS	\$ 500.00	\$ 500.00
2	Remove Existing Wall	469	SF	\$ 3.75	\$ 1,758.75
3	Slope Existing @ 3:1	120.75	CY	\$ 8.00	\$ 966.00
4	FINAL CLEANUP	1	LS	\$ 500.00	\$ 500.00
	TOTAL FISCAL ESTIMATE TO REMOVE WALL				\$ 3,724.75

Prepared by:



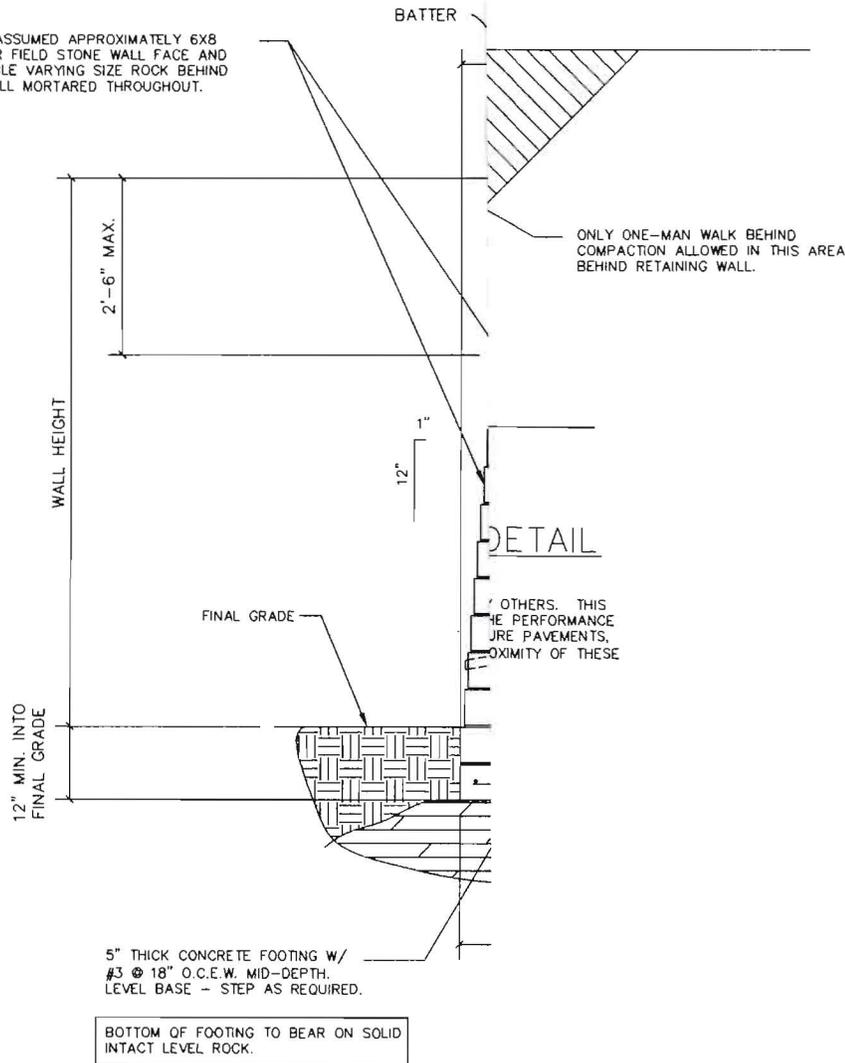
Gary Eli Jones, P.E.
CarTex Engineering Services, Inc.



10/5/2012

6"(H) X 8"(W) X VARIES(L).
 UNIT WEIGHT = 110 LBS./MIN. APPROX.
 VERIFY WITH BUILDER AND/OR OWNER AS TO
 TYPE AND COLOR OF WALL FACE TO BE USED.

ROCK ASSUMED APPROXIMATELY 6X8
 ANGULAR FIELD STONE WALL FACE AND
 STACKABLE VARYING SIZE ROCK BEHIND
 - FULL MORTARED THROUGHOUT.



GRAVITY RETAINING WALL #3 @ 12" O.C.E.W.

WALL HEIGHT	THICKNESS
0 - 2'	6"
3'-0"	
4'-0"	
6'-0"	
8'-0"	
10'-0"	
12'-0"	AS REQUIRED SITE

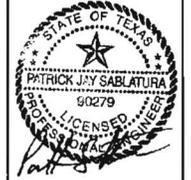
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**Synergetic
 Engineering**
 PLLC

Complete Structural Design Services

11529 Autumn Ridge Drive
 Austin, Texas 78759
 (T) (512) 845-2760
 (F) (512) 857-9653
 www.SynergeticEngineering.com



10-03-12

EXISTING RESIDENCE
 Mortared Limestone Gravity Retaining Walls
 3301 SKY RIDGE DRIVE
 AUSTIN, TEXAS

Rev 10-03-12

MORTARED
 GRAVITY
 LIMESTONE WALL
 DETAILS

SCALE: NO SCALE

ON PAGE SIZE:

ARCH 'D'
 24" X 36"

S2.0

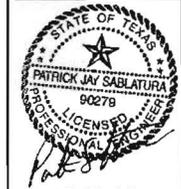
- 1.0 MATERIAL
- 1.1 BACKFILL SOIL—BACKFILL MATERIAL SPECIFIED BELOW SHALL UPON THE ASSUMED SOIL BY OWNER OR OWNER'S REPRESENTATIVE AND SHALL MEET UNDERGROUND CONDITIONS, AND PARAMETERS AS DEFINED IN SECTION 4.0. THE BACKFILL MATERIAL SHALL ALSO MEET THE FOLLOWING:
 - 1.1.1 RETAINED SOIL/FILL MATERIAL SHALL BE FREE OF EXCESSIVE MUCK, SOD, SNOW, FROZEN LUMPS, ORGANIC MATERIAL, OR DELETERIOUS MATERIALS. ALL ROCK PARTICLES AND HARD MATERIALS LESS THAN THREE INCHES IN THE LONGEST DIMENSION, REFINISH MATERIALS THAT DO NOT MEET THESE CRITERIA SHALL BE REMOVED.
 - 1.1.2 MORTAR:
 - MORTAR FOR ROCKS SHALL BE ASTM C270 TYPE S PROPORTION VOLUME PORTLAND CEMENT SHALL BE ASTM C150 TYPE I, COMPLY WITH ASTM C144, STANDARD MASONRY TYPE, HYDRATE BE ASTM C207, TYPE S. THOROUGHLY MIX MORTAR IN THE QUANTITIES NEEDED FOR IMMEDIATE USE, IN ACCORDANCE WITH THE ADDITION OF ANIT—FREEZE COMPOUNDS IS STRICTLY PROHIBITED. INSTALL MORTAR IN ACCORDANCE WITH ASTM C780. PROVIDE CONCAVE TOOLED JOINTS AT ALL EXPOSED FACES. REFER TO ARCHITECT AND OWNER FOR COLOR OF MORTAR TO BE USED.
 - 1.2 REINFORCED FILL AND DRAINAGE FILL SHALL HAVE PH BETWEEN ASTM C-51. "DRAIN GRAVEL" TO MEET ASTM C-33 SIZE NUMBER
 - 1.3 MASONRY UNITS
 - MASONRY UNITS SHALL HAVE A STANDARD SIZE CROSS-SECTION VARYING LENGTHS OF CUT LIMESTONE UNITS ONLY PER SECTION DETAIL ON THESE PLANS.
 - 1.4 FILTER FABRIC
 - A. GRAB TENSILE STRENGTH OF 120 POUNDS AND ELONGATION AT ULTIMATE STRENGTH OF 50% IN ACCORDANCE WITH ASTM D 4632.
 - B. MULLEN BURST STRENGTH OF 225 PSI IN ACCORDANCE WITH ASTM D 3786.
 - C. TRAPEZOIDAL TEAR STRENGTH OF 50 POUNDS IN ACCORDANCE WITH ASTM D 4355.
 - D. PUNCTURE STRENGTH OF 65 POUNDS IN ACCORDANCE WITH ASTM D 4833.
 - E. RETAINAGE OF 70% OF STRENGTH AFTER 500 HOURS OF EXPOSURE TO ULTRAVIOLET LIGHT IN ACCORDANCE WITH ASTM D 4355.
 - F. APPARENT OPENING SIZE OF 0.212 MILLIMETER, OR EQUIVALENT PER ASTM D 4751.
 - G. FLOW RATE OF 135 GALLONS PER MINUTE PER SQUARE FOOT IN ACCORDANCE WITH ASTM D 4491.
 - 1.5 ACCEPTABLE PRODUCT IS MIRAFI 140N NON-WOVEN POLYPROPYLENE GEOTEXTILE FABRIC AS MANUFACTURED BY MIRAFI, INC. PENNY VALLEY, OK OR APPROVED EQUAL.
 - 1.6 CONCRETE:
 - A. CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI.
 - B. MINIMUM CONCRETE COVERAGE:
 - 1 1/2" ADJACENT TO EXTERIOR OR INTERIOR SURFACES
 - 3" FROM SURFACES IN CONTACT WITH EARTH
- 2.0 TECHNICAL REQUIREMENTS
 - 2.1 GRAVEL FILL SHALL ALSO EXTEND A MINIMUM OF 12 INCHES BELOW THE BLOCK UNITS. ANY OVER EXCAVATED AREAS SHALL BE GRAVEL AND COMPACTED.
 - 2.2 TESTING METHODS, FREQUENCY AND VERIFICATION OF MATERIALS SHALL BE THE RESPONSIBILITY OF THE OWNER OR OWNER'S REPRESENTATIVE.



Synergetic Engineering
P.L.L.C.

Complete Structural Design Services

11508 Autumn Ridge Drive
Austin, Texas 78759
(T) (512) 845-2760
(F) (512) 957-8989
www.SynergeticEngineering.com



10-03-12

EXISTING RESIDENCE
Mortared Limestone Gravity Retaining Walls
3301 SKY RIDGE DRIVE
AUSTIN, TEXAS

Rev	10-03-12

MORTARED GRAVITY LIMESTONE WALL STRUCTURAL NOTES

SCALE: NO SCALE

ON PAGE SIZE:
ARCH 'D'
24' X 36'

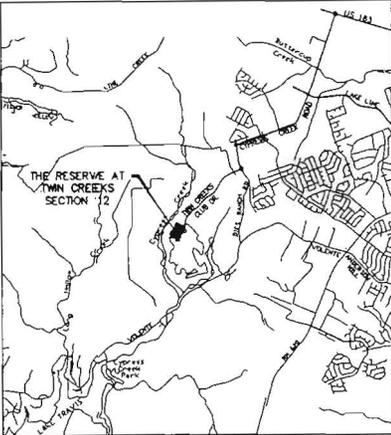
S1.0

THE RESERVE AT TWIN CREEKS SECTION 12

BEING A SUBDIVISION OF 13.735 ACRES IN THE CHARLES CRONEA SURVEY NO. 80 ABSTRACT 157, AND THE W.A. KING SURVEY NO. 436 ABSTRACT 471 TRAVIS COUNTY, TEXAS

OWNER:
TWIN CREEKS VISTAS, LP.
23 CORPORATE PLAZA, SUITE 130
NEWPORT BEACH, CA 92660

2004001510



VICINITY MAP
N.T.S.

SCALE: 1" = 100'

CURVE TABLE

NOTE	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	DISTANCE
1	189.21	18-23-21	830.00	N10-28-09E	179.50P
2	342.88	50-49-35	383.83	N44-02-35E	328.44
3	23.35	53-31-18	25.00	N42-41-44E	22.51
4	90.94	57-53-37	90.00	S13-09-31E	87.12
5	31.15	71-23-44	25.00	N77-38-45W	28.188
6	271.44	48-01-35	323.83	S42-38-35W	263.581
7	163.05	16-23-21	570.00	S10-28-09W	162.489
8	131.80	7-13-54	1045.00	S01-41-54W	131.81
9	22.81	52-30-51	25.00	S24-20-09W	22.12
10	54.3	34-39-08	90.00	S33-15-39W	53.61
11	23.35	53-31-18	25.00	S42-41-44W	22.51
12	340.49	90-48-30	383.83	S44-02-35W	328.44
13	189.21	18-23-21	830.00	S10-28-09W	179.50
14	131.80	7-13-54	1045.00	S01-41-54W	131.81
15	22.81	52-30-51	25.00	S24-20-09W	22.12
16	145.37	92-32-48	80.00	S04-18-57W	130.08
17	31.15	71-23-44	25.00	N77-38-45W	28.188
18	271.44	48-01-35	323.83	S42-38-35W	263.58
19	163.05	16-23-21	570.00	S10-28-09W	162.48

LEGEND

- SET IRON ROD
- ⊙ SET "C" CUT
- ⊙ SET COTTON POCKER SPINDLE
- ⊙ SET CONCRETE MONUMENT
- ⊙ FOUND IRON ROD
- ⊙ FOUND CONCRETE MONUMENT
- ⊙ FOUND IRON PIPE
- ⊙ FENCE CORNER
- ⊙ FIRE HYDRANT
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ GAS METER
- ⊙ GAS VALVE
- ⊙ UTILITY POLE
- ⊙ GUY WIRE
- ⊙ LIGHT POLE
- ⊙ MANHOLE ELECTRIC
- ⊙ MANHOLE UNKNOWN
- ⊙ MANHOLE SANITARY
- ⊙ MANHOLE STORM
- ⊙ MANHOLE TELEPHONE
- ⊙ TELEPHONE PIEDestal

20 FT. WIDE EASEMENT & R.O.W.
DOC. TRV 200312984 AND
20 FT. WIDE WASTEWATER LHM EASEMENT
DOC. TRV 2001122978

NOTE: CONDOMINIUM LOT
TOTAL AREA OF PLAT: 13.735 ACRES
LINEAR FEET OF NEW STREETS:
GRAND OAKS LOOP, 673- FEET

\$ 601.00

5/20/04

PHOTODUPLICATION

SURVEYOR
SURVEON, INC.
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
(512) 451-7870 FAX (512) 320-9488

SURVEON, INC.
PROFESSIONAL SURVEYORS

Turner Collie & Braden Inc.

ENGINEERS • PLANNERS • PROJECT MANAGERS
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
(512) 472-4519
FAX (512) 472-7519

JOB NO. 052221636.0004 OCTOBER, 2003

SHEET 1 OF 2

10/06/03 - JKL

THE RESERVE AT TWIN CREEKS SECTION 13

LOT SETBACKS

- FRONT BUILDING LINE SETBACK FOR PRIMARY STRUCTURE TO BE 20'-FEET
- REAR BUILDING LINE SETBACK FOR PRIMARY STRUCTURE TO BE 7.5'-FEET.
- FRONT OPEN AIR PORCHES TO EXTEND A MAXIMUM OF 9'-FEET INTO FRONT BUILDING LINE.

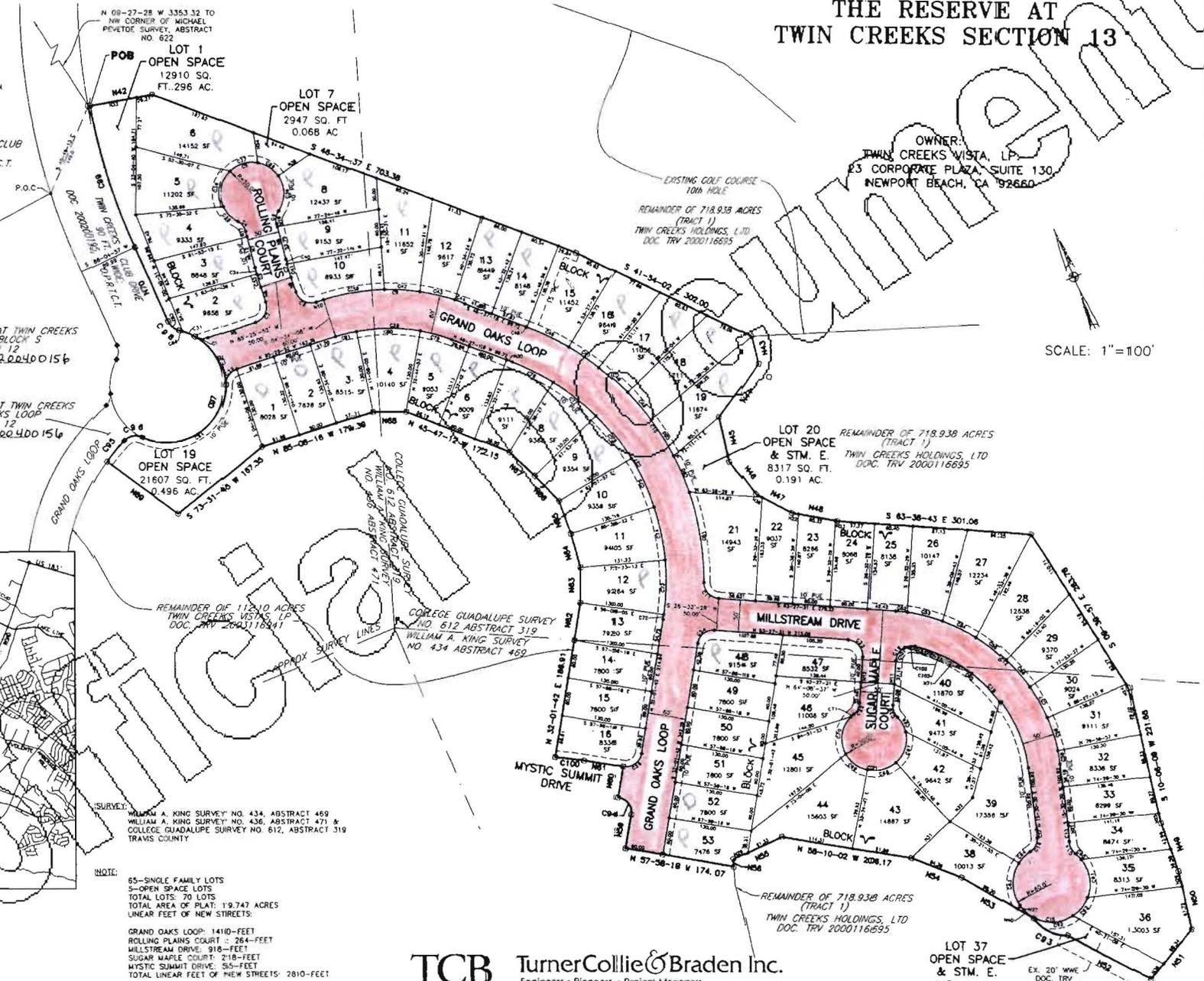
LOT 10, BLOCK 5
TWIN CREEKS COUNTRY CLUB
SECTION 11
DOC. 200200278 O.P.R.T.C.T.

LEGEND & ABBREVIATIONS

○	SET IRON ROD
●	SET IN CUT
⊙	SET COTTON PICKER SPINDLE
⊘	FOUND IRON ROD
⊚	FOUND CONCRETE MONUMENT
⊛	SET CONCRETE MONUMENT
⊜	FOUND IRON PIPE
⊝	FENCE CORNER
⊞	FIRE HYDRANT
⊟	WATER METER
⊠	WATER VALVE
⊡	GAS METER
⊢	GAS VALVE
⊣	UTILITY POLE
⊤	GUY WIRE
⊥	LIGHT POLE
⊦	MANHOLE ELECTRIC
⊧	MANHOLE UNKNOWN
⊨	MANHOLE SANITARY
⊩	MANHOLE STORM
⊪	MANHOLE TELEPHONE
⊫	TELEPHONE PEDESTAL
⊬	PUBLIC UTILITY EASEMENT
⊭	WATERLINE EASEMENT
⊮	WASTEWATER EASEMENT
⊯	STORM SEWER EASEMENT
⊰	BUILDING SETBACK LINE
⊱	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
⊲	SIGHT DISTANCE EASEMENT
⊳	POC
⊴	POB

THE RESERVE AT TWIN CREEKS
LOT 11, BLOCK 5
SECTION 12
DOC. TRV 200400154

THE RESERVE AT TWIN CREEKS
GRAND OAKS LOOP
SECTION 12
DOC. TRV 200400154



OWNER:
TWIN CREEKS VISTA, LP
23 CORPORATE PLAZA, SUITE 130
NEWPORT BEACH, CA 92660

REMAINDER OF 718.938 ACRES
(TRACT 1)
TWIN CREEKS HOLDINGS, LTD
DOC. TRV 2000116695

LOT 20
OPEN SPACE
& STM. E.
8317 SQ. FT.
0.191 AC.

REMAINDER OF 718.938 ACRES
(TRACT 1)
TWIN CREEKS HOLDINGS, LTD
DOC. TRV 2000116695

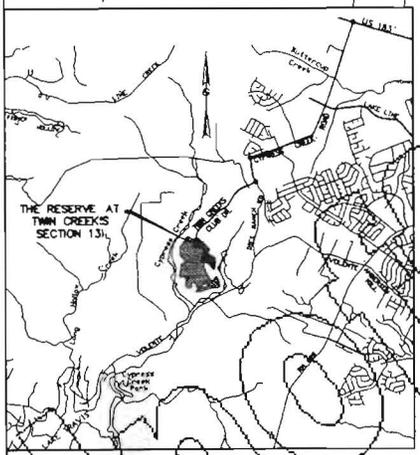
REMAINDER OF 1124.0 ACRES
TWIN CREEKS VISTAS, LP
DOC. TRV 2003118441

COLLEGE GUADALUPE SURVEY
NO. 612 ABSTRACT 319
WILLIAM A. KING SURVEY
NO. 434 ABSTRACT 469

SURVEY: WILLIAM A. KING SURVEY NO. 434, ABSTRACT 469
WILLIAM A. KING SURVEY NO. 436, ABSTRACT 471 &
COLLEGE GUADALUPE SURVEY NO. 612, ABSTRACT 319
TRAVIS COUNTY

65-SINGLE FAMILY LOTS
5-OPEN SPACE LOTS
TOTAL LOTS: 70 LOTS
TOTAL AREA OF PLAT: 19.747 ACRES
LINEAR FEET OF NEW STREETS:
GRAND OAKS LOOP: 1410'-FEET
ROLLING PLAINS COURT: 264'-FEET
MILLSTREAM DRIVE: 918'-FEET
SUGAR MAPLE COURT: 218'-FEET
MYSTIC SUMMIT DRIVE: 55'-FEET
TOTAL LINEAR FEET OF NEW STREETS: 2810'-FEET

DRIVEWAY ACCESS IS PROHIBITED FROM BLOCK "Y"
LOTS 2 AND 21 TO GRAND OAKS LOOP



VICINITY MAP

SURVEYOR
SURVEYOR INC.
400 WEST 15th STREET, SUITE 1030
AUSTIN, TEXAS 78701
(512) 457-7870 FAX (512) 320-0898

SURVEYOR INC.
PROFESSIONAL SURVEYORS

TCB TurnerCollie & Braden Inc.

Engineers • Planners • Project Managers
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
(512) 472-4519
FAX (512) 472-7519

LOT 37
OPEN SPACE
& STM. E.
5478 SQ. FT.
0.126 AC.

EX. 20' W/M
DOC. TRV
2001122978 &
2002179984

200500311

519200

11-30-05

PHOTOGRAPHIC MATERIAL

0105005002

8920

50-03-11

THE RESERVE AT TWIN CREEKS SECTION 14

OWNER:
TWIN CREEKS VISTAS, LP
23 CORPORATE PLAZA, SUITE 130
NEWPORT BEACH, CA 92660

SURVEY:
WILLIAM A. KING SURVEY NO. 434, ABSTRACT 469
WILLIAM A. KING SURVEY NO. 436, ABSTRACT 471
COLLEGE GUADALUPE SURVEY NO. 612, ABSTRACT 319
JACK ORES SURVEY NO. 1854, ABSTRACT 2134 &
CHARLES CRONKA SURVEY NO. 80, ABSTRACT 157
TRAVIS COUNTY

NOTE:
55-SINGLE FAMILY LOTS
2-OPEN SPACE LOTS
57-TOTAL LOTS
TOTAL AREA OF PLAT: 18,869 ACRES

GRAND OAKS LOOP: 458,96-FEET
CRYSTAL HILL DRIVE: 571,25-FEET
MYSTIC SUMMIT DRIVE: 548,30-FEET
FEATHERGRASS COURT: 435,89-FEET
TOTAL LINEAR FEET OF NEW STREETS: 2014 40-FEET

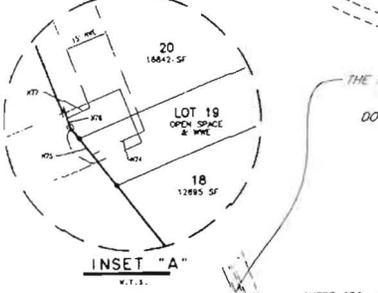
DRIVEWAY ACCESS IS PROHIBITED FROM
LOTS 27 & 12, BLOCK X, AND LOTS 112 & 107
BLOCK Y TO GRAND OAKS LOOP.

PROPOSED
THE RESERVE AT TWIN CREEKS
GRAND OAKS LOOP
SECTION 12
DOC. TRV 200400136

LOT SETBACKS

- FRONT BUILDING LINE SETBACK FOR PRIMARY STRUCTURE TO BE 20'-FEET*
- REAR BUILDING LINE SETBACK FOR PRIMARY STRUCTURE TO BE 7.5'-FEET.
- FRONT OPEN AIR PORCHES TO EXTEND A MAXIMUM OF 9'-FEET INTO FRONT BUILDING LINE.

VICINITY MAP
N.T.S.



INSET "A"
N.T.S.



LOT 11, BLOCK S
PROPOSED
THE RESERVE AT TWIN CREEKS
GRAND OAKS LOOP
SECTION 12
DOC. TRV 200400156

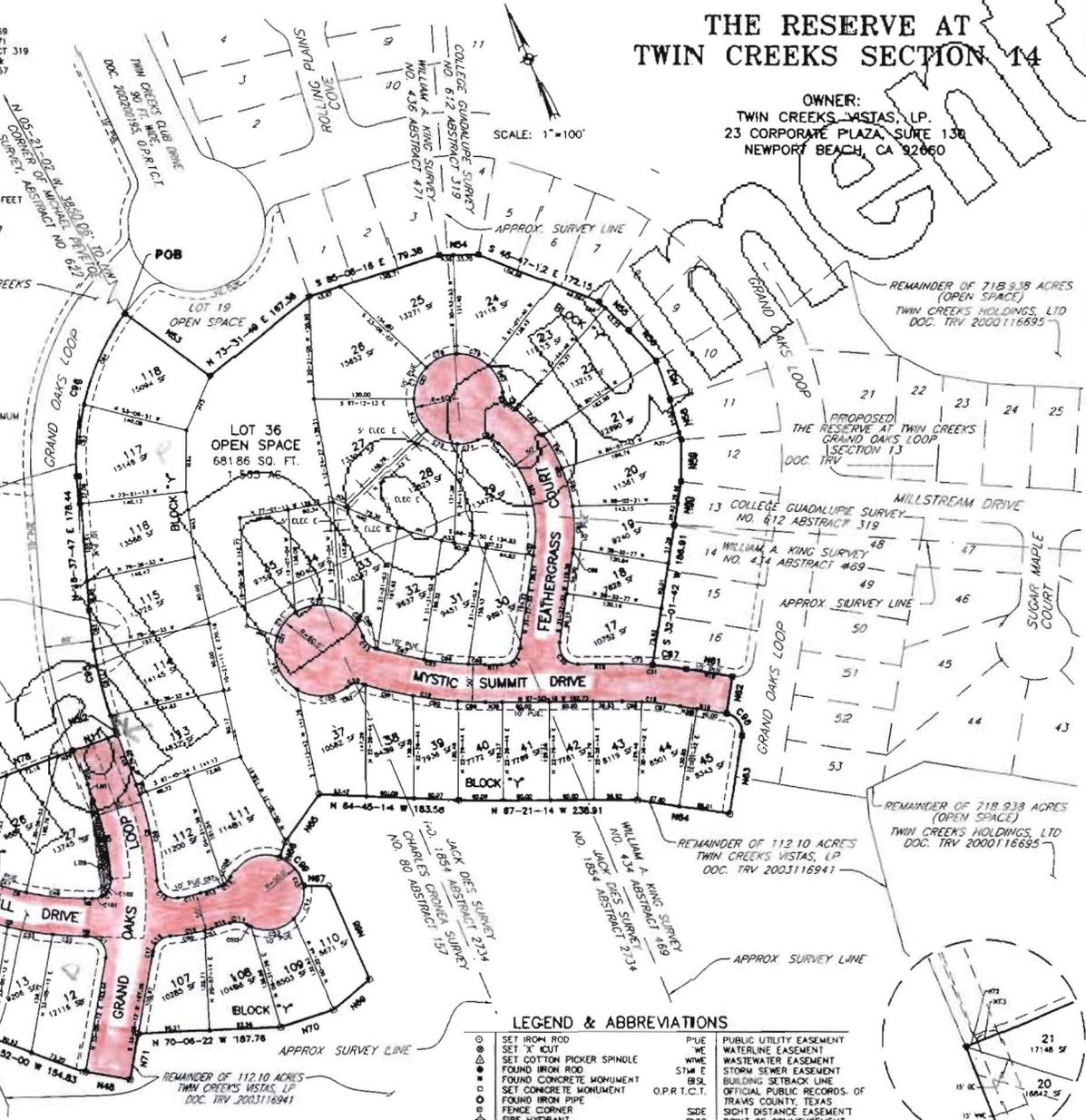
TEMPORARY TURN-AROUND
EASEMENT (TO BE VACATED
WITH RECORDATION OF THIS PLAT)
DOC. TRV. 2004071844

LOT 19
OPEN SPACE
& WVE
3027 SQ. FT.
0.0707 AC.

20 FT. WIDE EASEMENT
DOC. TRV 2002178984 AND
20 FT. WIDE MAINTENANCE EASEMENT
DOC. TRV 20011022978

TEMPORARY DRAINAGE EASEMENT
(TO BE VACATED WITH RECORDATION
OF THIS PLAT)
DOC. TRV. 2004071845

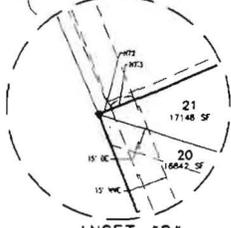
(TRACT 1)
REMAINDER OF 718.938 ACRES
TWIN CREEKS HOLDINGS, LTD.
DOC. TRV 2000116695



LEGEND & ABBREVIATIONS

○	SET IRON ROD	PU/E	PUBLIC UTILITY EASEMENT
○	SET 'X' CUT	WE	WATERLINE EASEMENT
○	SET COTTON PICKER SPINDLE	WWE	WASTEWATER EASEMENT
○	FOUND IRON ROD	STW E	STORM SEWER EASEMENT
○	FOUND CONCRETE MONUMENT	B/S/L	BUILDING SETBACK LINE
○	SET CONCRETE MONUMENT	O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
○	FOUND IRON PIPE	S/D/E	SIGHT DISTANCE EASEMENT
○	FENCE CORNER	P/OC	POINT OF COMMENCEMENT
○	FIRE HYDRANT	P/O/B	POINT OF BEGINNING
○	WATER METER		
○	WATER VALVE		
○	GAS METER		
○	GAS VALVE		
○	UTILITY POLE		
○	DUTY WIRE		
○	LIGHT POLE		
○	MANHOLE ELECTRIC		
○	MANHOLE UNKNOWN		
○	MANHOLE SANITARY		
○	MANHOLE STORM		
○	MANHOLE TELEPHONE		
○	TELEPHONE PEDESTAL		

INSET "B"
N.T.S.



TCB TurnerCollie & Braden Inc.
Engineers • Planners • Project Managers
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
(512) 472-4519
FAX (512) 472-7519

DOC NO. 0522221636.0012 APRIL, 2004

SURVEYOR
SURVOON INC.
400 WEST 15th STREET, SUITE 1030
AUSTIN, TEXAS 78701
(512) 457-7870 FAX (512) 320-0898

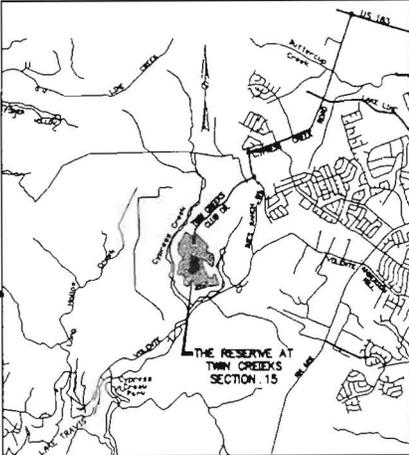
SURVOON INC.
PROFESSIONAL SURVEYORS

PHOTOGRAPHIC MYLAR

THE RESERVE AT TWIN CREEKS SECTION 15

SCALE: 1" = 100'

REMAINDER OF 718.938 ACRES
(OPEN SPACE)
TWIN CREEKS HOLDINGS, LTD
DOC. TRV 2000116695



VICINITY MAP
N.T.S.

SURVEY:
CHARLES CRONEA SURVEY NO. 80, ABSTRACT 157
JACK DIES SURVEY NO. 1854, ABSTRACT 2734
WILLIAM A. KING SURVEY NO. 434, ABSTRACT 469
TRAVIS COUNTY

NOTE:
31--SINGLE FAMILY LOTS
1--OPEN SPACE LOTS
32--TOTAL LOTS
TOTAL AREA OF PLAT: 10.828 ACRES

LINEAR FEET OF NEW STREETS:
ROCKY TOP LANE: 335
IRONWOOD COURT: 158
WINGED ELM DRIVE: 431
TOTAL LINEAR FEET OF NEW STREETS--924

A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW ON ALL LOTS. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE FROM THE FRONT BUILDING LINE EXCEPT WHERE A SIDE LOT LINE IS ALSO THE REAR LOT LINE OF AN ADJACENT LOT IN WHICH CASE THE 5' WIDE PUE IS DEDICATED ALONG THE ENTIRE LENGTH OF THE SIDE LOT LINE. PUE'S SEVEN AND ONE HALF (7 1/2) FOOT IN WIDTH ARE HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES.

LOT SETBACKS

- FRONT BUILDING LINE SETBACK FOR PRIMARY STRUCTURE TO BE 20-FEET.
- REAR BUILDING LINE SETBACK FOR PRIMARY STRUCTURE TO BE 7.5-FEET.
- FRONT OPEN AIR PORCHES TO EXTEND A MAXIMUM OF 9- FEET INTO FRONT BUILDING LINE.

LEGEND & ABBREVIATIONS

SET IRON ROD	PUE	PUBLIC UTILITY EASEMENT
SET 'X' OUT	WE	WATERLINE EASEMENT
SET COTTON PICKER SPINDLE	WWE	WASTEWATER EASEMENT
FOUND IRON ROD	STM & ELEC EL	STORM SEWER EASEMENT
FOUND CONCRETE MONUMENT	BSL	ELECTRIC EASEMENT
SET CONCRETE MONUMENT	O.P.R.T.	BUILDING SETBACK LINE
FOUND IRON PIPE	POC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
BRASS CORNER	SDE	SIGHT DISTANCE EASEMENT
FIRE HYDRANT	POB	POINT OF COMMENCEMENT
WATER METER		POINT OF BEGINNING
WATER VALVE		
GAS METER		
GAS VALVE		
UTILITY POLE		
GUY WIRE		
LIGHT POLE		
MANHOLE ELECTRIC		
MANHOLE W/COVER		
MANHOLE SANITARY		
MANHOLE STORM		
MANHOLE TELEPHONE		
TELEPHONE PEDESTAL		

OWNER:
TWIN CREEKS VISTAS, LP.
23 CORPORATE PLAZA, SUITE 130
NEWPORT BEACH, CA 92660

TCB TurnerCollie & Braden Inc.
Engineers • Planners • Project Managers
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
(512) 472-4519
FAX (512) 472-7519

SURVCON INC.
PROFESSIONAL SURVEYORS
SURVEYOR
SURVCON INC.
400 WEST 15th STREET, SUITE 1030
AUSTIN, TEXAS 78701
(512) 457-7870 FAX (512) 320-0898

200600126 9200 518106 PHOTOGRAPHIC-AUTAR

THE RESERVE AT TWIN CREEKS SECTION 16



VICINITY MAP
N.T.S.

SURVEY:
WILLIAM A. KING SURVEY NO. 434 ABSTRACT 469
SAMUEL BLAKEY SURVEY NO. 32 ABSTRACT 49
JACK DIES SURVEY NO. 1854 ABSTRACT 2734 &
CHARLES CORNIEA SURVEY NO. 80 ABSTRACT 157
TRAVIS COUNTY

NOTE:
1- SINGLE FAMILY LOTS
2- OPEN SPACE LOTS
36- TOTAL LOTS
TOTAL AREA OF PLAT: 28,500 ACRES

LINEAR FEET OF NEW STREETS:
GRAND OAKS LOOP: 1,376.24- FEET
SHADOW CANYON DRIVE: 881.03- FEET
SKY RIDGE LANE: 808.97- FEET
HIDDEN HILLS LANE: 1,529.46- FEET
TOTAL LINEAR FEET OF NEW STREETS- 4,697.70

DRIVEWAY ACCESS IS PROHIBITED FROM LOTS 70 & 71, BLOCK V, TO SHADOW CANYON DRIVE.

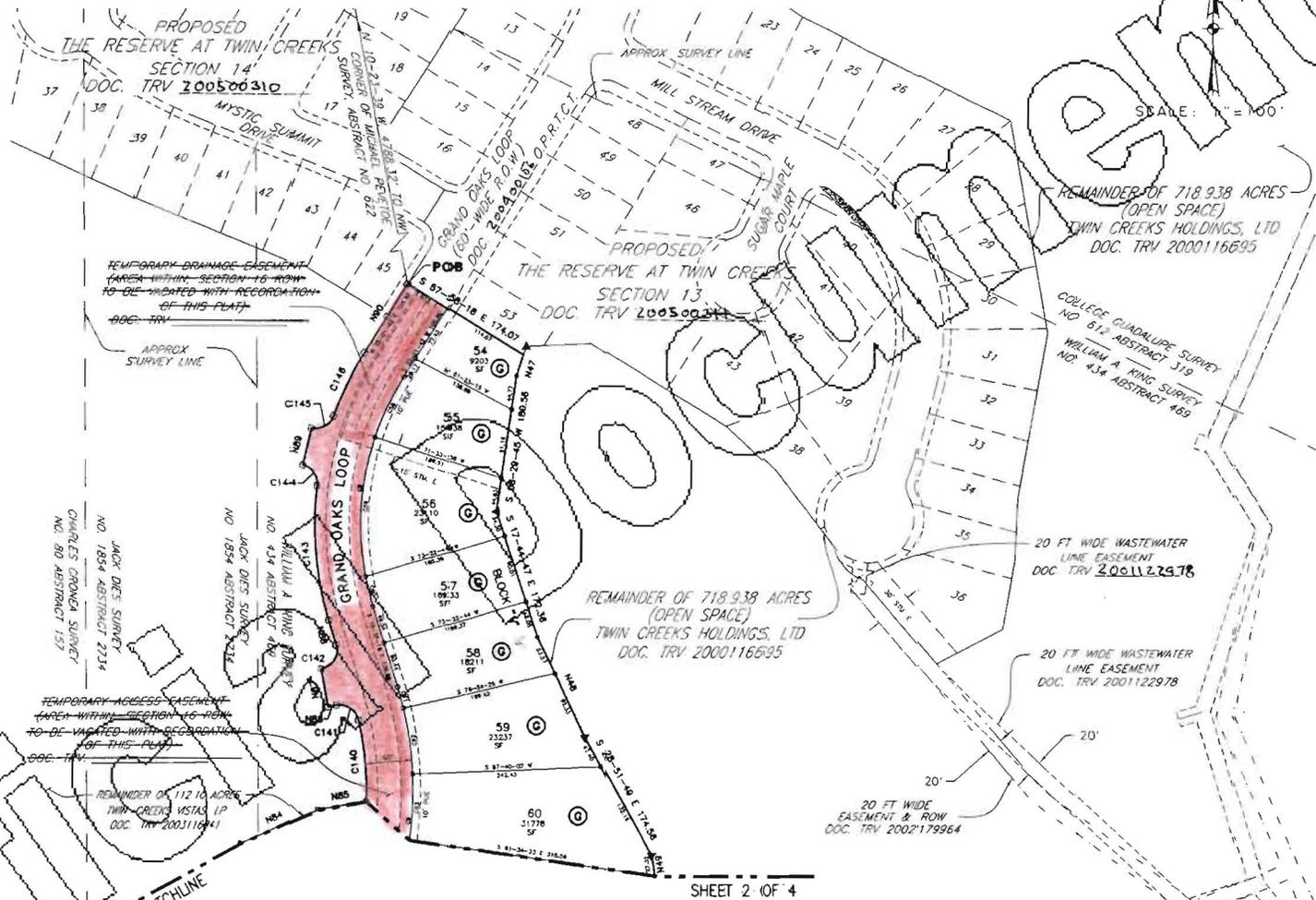
A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW ON ALL LOTS. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE FROM THE FRONT BUILDING LINE EXCEPT WHERE A SIDE LOT LINE IS ALSO THE REAR LOT LINE OF AN ADJACENT LOT IN WHICH CASE THE 5' WIDE PUE IS DEDICATED ALONG THE ENTIRE LENGTH OF THE SIDE LOT LINE. FIVE (5) SEVEN AND ONE HALF (7 1/2) FOOT IN WIDTH ARE HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES.

LOT SETBACKS

- FRONT BUILDING LINE SETBACK FOR PRIMARY STRUCTURE TO BE 20'-FEET.
 - REAR BUILDING LINE SETBACK FOR PRIMARY STRUCTURE TO BE 7.5'-FEET.
- FRONT OPEN AIR PORCHES TO EXTEND A MAXIMUM OF 9'-FEET INTO FRONT BUILDING LINE.

LEGEND & ABBREVIATIONS

SET IRON ROD	PUE	PUBLIC UTILITY EASEMENT
SET 'X' CUT	WE	WATERLINE EASEMENT
FOUND COTTON PINNER SPINDLE	WWE	WASTEWATER EASEMENT
FOUND IRON ROD	STO. E	STORM SEWER EASEMENT
FOUND CONCRETE MONUMENT	BN	BUILDING SETBACK LINE
SET CONCRETE MONUMENT	OP.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
FOUND IRON PIPE	SDE	SIGHT DISTANCE EASEMENT
FENCED CORNER	POC	POINT OF COMMENCEMENT
WIRE PROTRANT	W.M.E.	WATER METER
WATER METER	W.V.	WATER VALVE
WATER VALVE	LEC. E	ELECTRIC EASEMENT
GAS METER	N.V.A. E	NO VEHICULAR ACCESS EASEMENT
GAS VALVE	DE. E	FILL EASEMENT
UTILITY POLE		
GUY WIRE		
RIGHT POLE		
MANHOLE ELECTRIC		
MANHOLE UNKNOWN		
MANHOLE SANITARY		
MANHOLE STORM		
MANHOLE TELEPHONE		
TELEPHONE PEDESTAL		
	GRINDER PUMP LOT	



200000127

119.00

5/8/06

PHOTOGRAPHIC ATLAS

TCB TurnerCollie & Braden Inc.
Engineers • Planners • Project Managers
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
(512) 472-4519
FAX (512) 472-7519

OWNER:
TWIN CREEKS VISTAS, LP.
23 CORPORATE PLAZA, SUITE 130D
NEWPORT BEACH, CA 92660

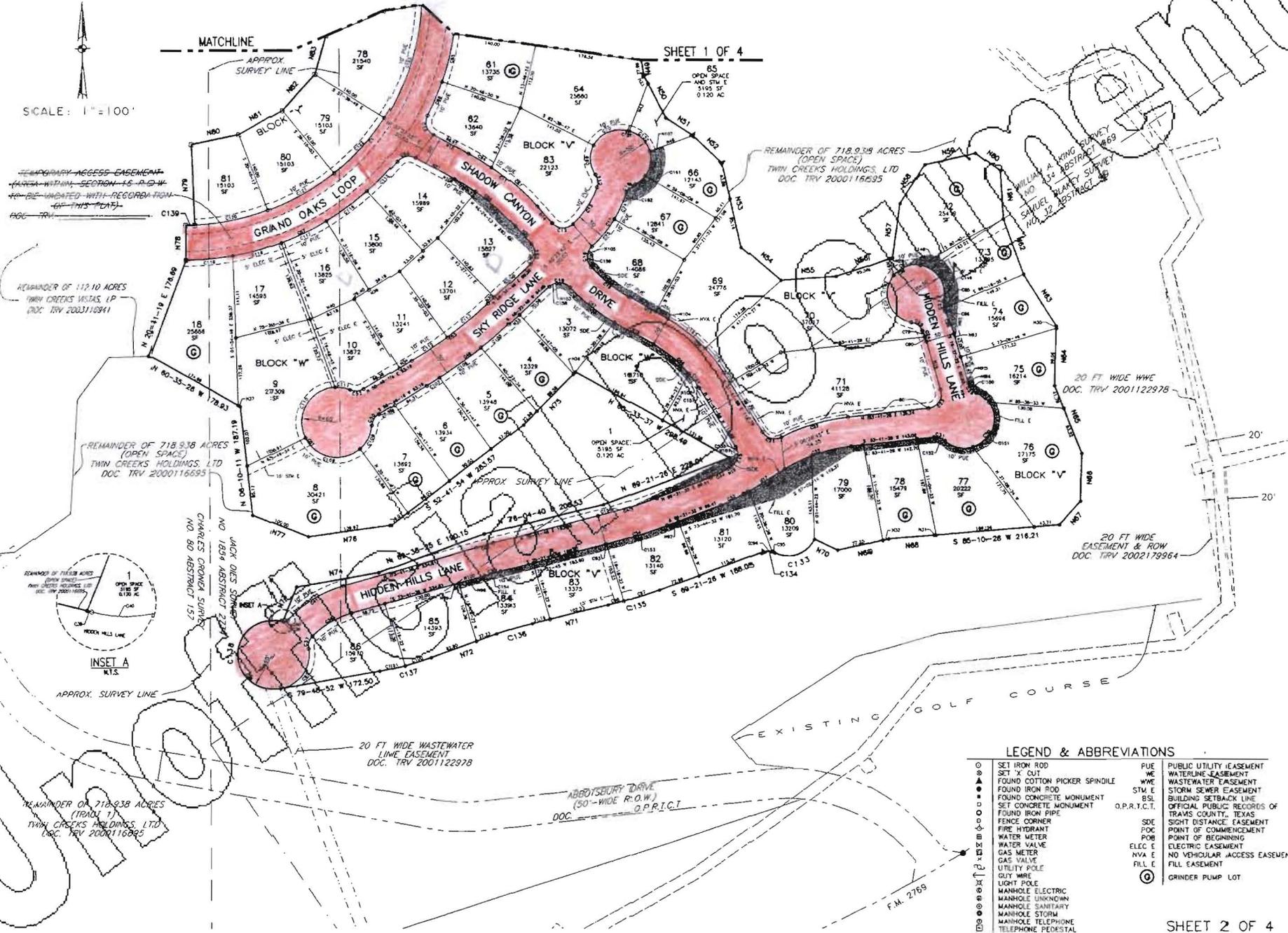
SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15th STREET, SUITE 1030
AUSTIN, TEXAS 78701
(512) 457-7870 FAX (512) 320-0898

THE RESERVE AT TWIN CREEKS SECTION 16

SHEET 1 OF 4

SCALE: 1"=100'

20020027

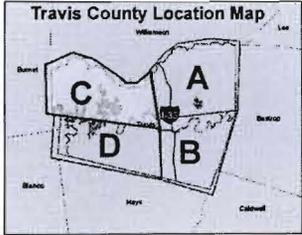


LEGEND & ABBREVIATIONS

⊙	SET IRON ROD	PUE	PUBLIC UTILITY EASEMENT
⊙	SET X CUT	WE	WATERLINE EASEMENT
▲	FOUND COTTON PICKER SPINDLE	WWE	WASTEWATER EASEMENT
●	FOUND IRON ROD	STM E	STORM SEWER EASEMENT
⊙	FOUND CONCRETE MONUMENT	BSL	BUILDING SETBACK LINE
⊙	SET CONCRETE MONUMENT	O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
⊙	FOUND IRON PIPE	S.D.E.	'SIGHT DISTANCE' EASEMENT
⊙	FENCE CORNER	POC	POINT OF COMMENCEMENT
⊙	FIRE HYDRANT	POB	POINT OF BEGINNING
⊙	WATER METER	ELEC E	ELECTRIC EASEMENT
⊙	WATER VALVE	NVA E	NO VEHICULAR ACCESS EASEMENT
⊙	GAS METER	FILL E	FILL EASEMENT
⊙	GAS VALVE	⊙	GRINDER PUMP LOT
⊙	UTILITY POLE		
⊙	GUY WIRE		
⊙	LIGHT POLE		
⊙	MANHOLE ELECTRIC		
⊙	MANHOLE UNKNOWN		
⊙	MANHOLE SANITARY		
⊙	MANHOLE STORM		
⊙	MANHOLE TELEPHONE		
⊙	TELEPHONE PEDESTAL		

PHOTOGRAPHIC MYLAR

WILLIAMSON COUNTY

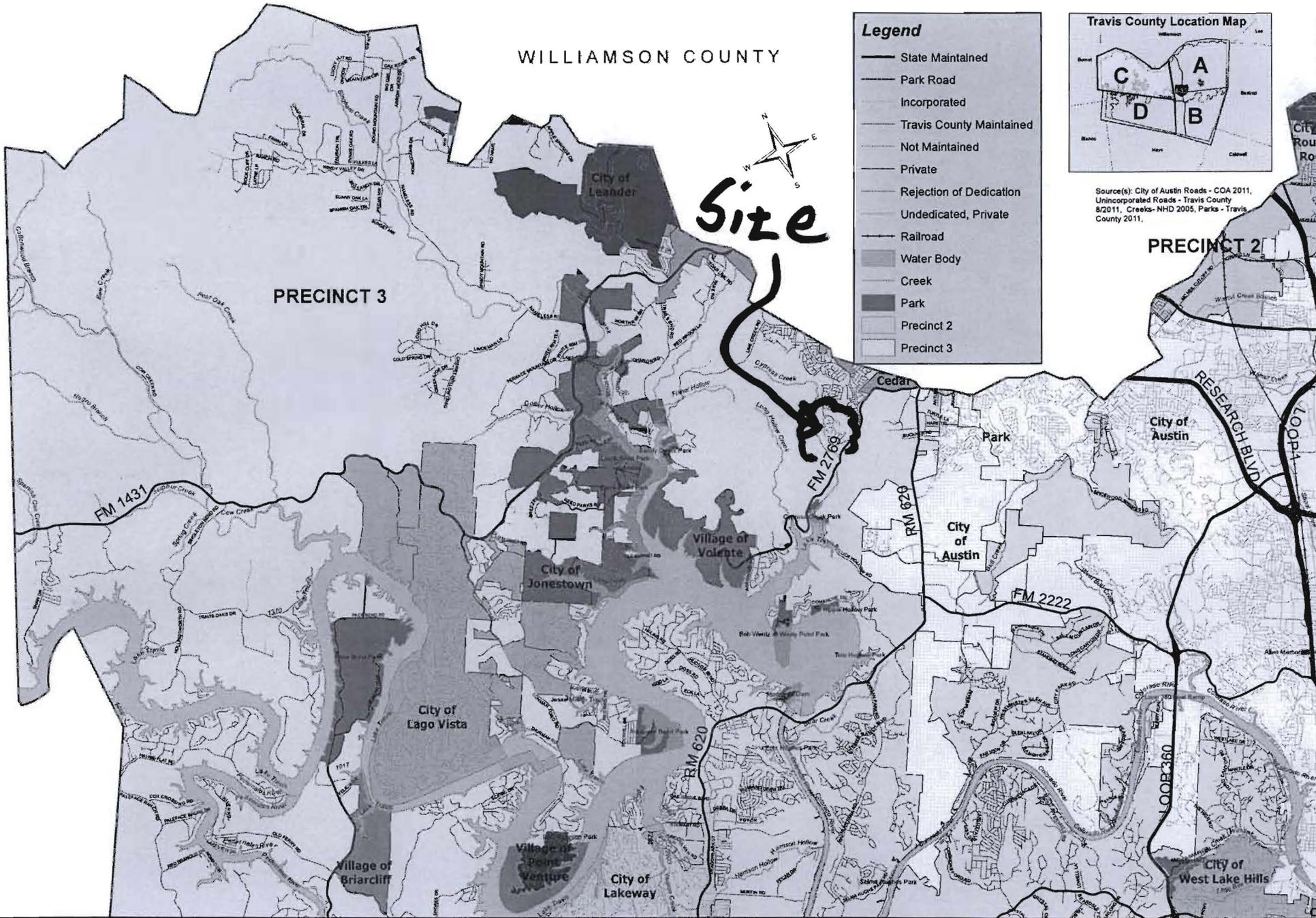


Source(s): City of Austin Roads - COA 2011, Unincorporated Roads - Travis County 8/2011, Creeks-NHD 2005, Parks - Travis County 2011.

Legend

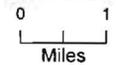
- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- Creek
- Park
- Precinct 2
- Precinct 3

Site



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

Travis County Roadways, Map C



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



Twin Creeks Club Dr.

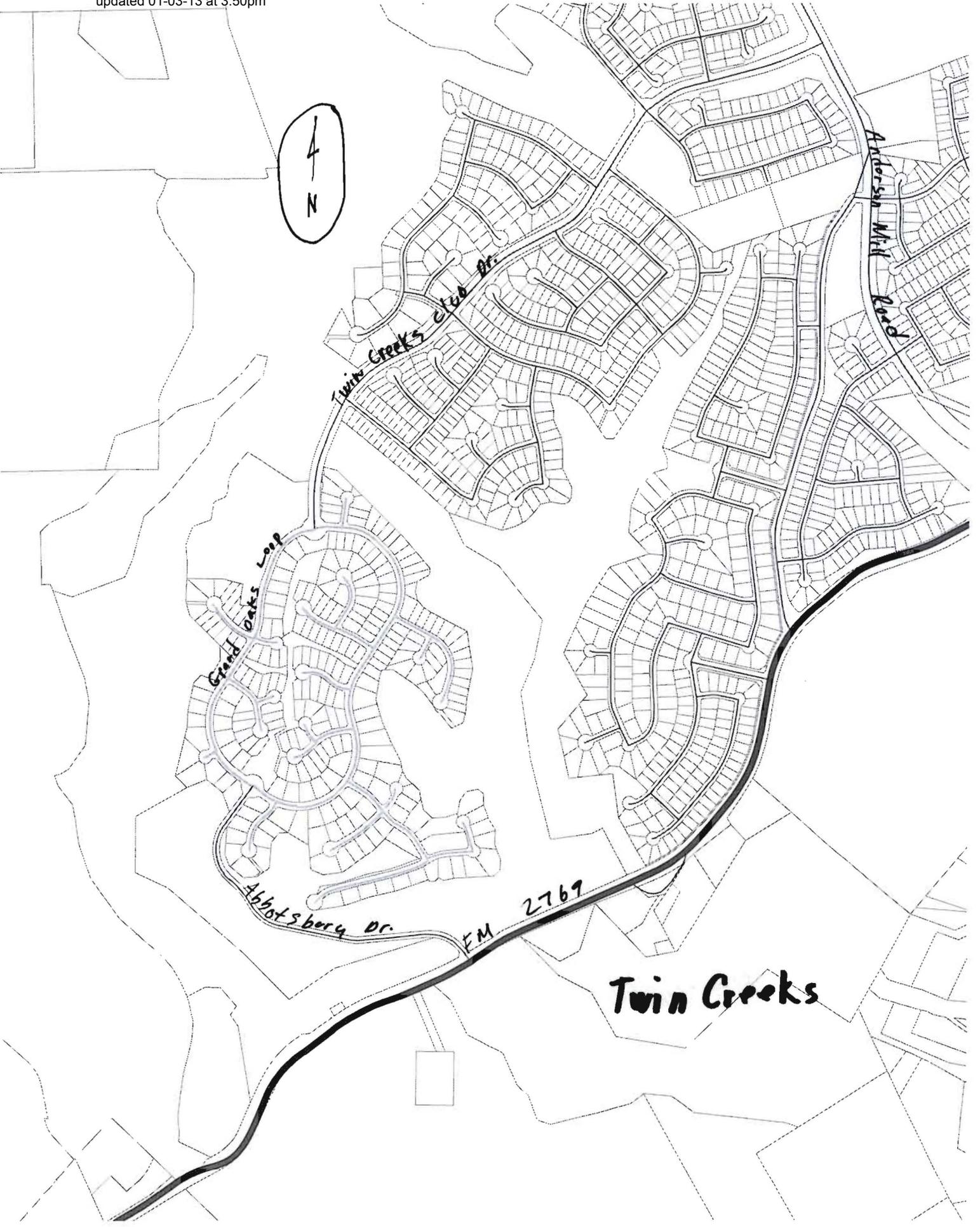
Anderson Mill Road

Grand Oaks Loop

Abbotsberg Dr.

EM 2769

Twin Creeks





Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

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 inter-local agreement for recycling services from the Texas Facilities Commission;
- B) Approval to proceed with an implementation plan for expansion of recycling throughout all County facilities and operations consistent with the City of Austin Universal Recycling Ordinance, where practical; and
- C) Funding 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 (#1 and #2), 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 current contract, 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 ongoing 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 39 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. Exhibit B is a proposed Implementation Plan for Expansion of the Travis County Recycling Program. 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 additional funding 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 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 the contract and this County-wide initiative.

EXHIBITS/ATTACHMENTS:

Exhibit A - Current and Future Recycling by Travis County

Exhibit B - Implementation Plan for Expansion of the Travis County Recycling Program

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

EXHIBIT A

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 Buildin	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)

EXHIBIT B

Transportation and Natural Resources
Environmental Quality Program
January 8, 2013

Implementation Plan for

Expansion of the Travis County Recycling Program

I. Summary

This Implementation Plan describes the recommended approach to engagement of all County facilities in recycling of common office materials that are discarded but are reusable. TNR's Environmental Quality Program will lead in coordinating and tracking implementation. As a proposed county-wide program, the plan identifies the involvement and commitment of all departments.

II. Introduction

Transportation and Natural Resources Department and the Environmental Quality Program have been tasked with implementation and compliance with Texas Health and Safety Code, Section 361.425 and Travis County's Waste Management Policy.

Texas Health and Safety Code, Section 361.425 establishes county requirements for recycling. Under this law, counties must establish and operate programs to separate and collect recyclable materials generated. Several common classes of materials (e.g. aluminum, steel containers, packaging, cartons, office paper, and cardboard) are specifically targeted for recovery. In addition, Section 361.426 specifies a county government shall give preference to purchasing products made of recycled material and that may be recycled when materials have served their intended use.

To address these requirements, the Travis County Commissioners' Court adopted the Travis County Waste Management Policy on December 17, 1996. The primary goals of the policy are to:

- Reduce material and waste disposal costs;
- Reduce the volume of material sent to landfills;
- Reduce the use of limited natural resources;
- Prevent environmental pollution associated with waste disposal;
- Promote the purchase and use of recycled materials.

The policy directs County departments to minimize the amount of waste materials they generate through the implementation of waste reduction strategies and procedures and provides implementation guidelines. Unless otherwise directed by law, the means for achieving the County's goals must meet feasibility criteria related to clearly demonstrable conservation benefits, as well as cost and operational efficiency.

III. Needs/Problems

Waste minimization through diversion and recycling is a complicated process. It requires the generator (each County employee) to understand what is recyclable. Then it requires that the janitorial staff understand their role of quality control of the material. Finally, the coordination between Hauler and Conservation Coordinator must ensure the sites have adequate pick-up days and the appropriate size of containers.

Recycling over the past eighteen years has focused on specific departments/divisions that have requested a recycling program. Facilities/buildings were not comprehensively examined for the potential of implementing a holistic recycling program. Today, only twelve of the thirty-nine Travis County owned facilities currently receive recycling services.

Several of the facilities that have been excluded are large solid waste generators. The county currently spends an estimated \$212,000 per year on waste disposal. To expand recycling services to all thirty-nine sites, we will need a coordinated team effort from all facets of the Travis County organizational hierarchy. It is important that there is continuous support from the Commissioner's Court and Directors of each department. There also needs to be a person identified in each building, location, and office space who promotes sustainability and conservation awareness as a Green Team Leader. It is important to have this role throughout the county facilities and office spaces due to the nature of some departments having several locations. As well, implementation must address situations where completely independent departments cohabitate the same office space or building floor.

Key issues:

- Since 1997 Travis County has had recycling services serving 30 % of the County facilities.
- Commissioners Court support for County operations to achieve City of Austin zero-waste goals was expressed in 2008 and 2011.
- There is a need to target a recycling services expansion to the 69% of County facilities that have not been receiving routine recycling services.
- Organizing and creating consistency for a program that relies on several stakeholders to work efficiently.
- Ability to identify participation of passionate and interested employees to be Green Team Leaders.

IV. Goals/Objectives

- Expand services to all 39 Travis County owned facilities.
- Maximize diversion of recyclable waste streams from landfill disposal
- Identify a Green Team Leader for each Travis County office/work area.
- Train Green Team Leaders to be the contact for their office/work area and work with the Conservation Coordinator in recycling/sustainability program implementation.

V. Procedures/Scope of Work

The Environmental Quality Program and TNR County Executive will convene a kick-off meeting of all County Executives and other key department heads to describe the initiative, garner their support, and to begin a process of selecting staff resources for implementation.

The next step will be to Identify Green Team Leaders and to assess their office space's recycling. There needs to be a Green Team Leader for each office space. One person to oversee several geographically separate areas will not be feasible in order to interact completely with all employees. It is important to have Director/Manager support but have a peer representative. Behavior change is instigated by peer influence more than oversight. Please refer to the Appendix of this plan for examples and details on Green Team initiatives put in place elsewhere.

Most office spaces have a passionate and interested employee who would enjoy being a part of this sustainability initiative. The assessment is an evaluation of the office space's services, facility walk-through, and evaluation of container needs. Once the assessment has been completed the Conservation Coordinator will create a report given to them when they attend one of the Green Team Leader trainings. The report will include recycling container needs, location requirements, and resources such as a recycling flyer to assist them in implementation of the recycling program.

The training will be led by the Conservation Coordinator and will occur at least three times in the first six months after the recycling contract Notice to Proceed. Trainings will occur at different times and locations to serve all Travis County Green Team Leaders. Once a Green Team Leader has attended the training they will present the information to their office/space and notify the

Conservation Coordinator it has been completed. If they are unable to present, the Conservation Coordinator can be requested to present at a departmental meeting. Semi-annually, there will be meetings held in September and March with the Green Team Leaders to gain feedback and give appreciation for their services.

Quantifiable measurement of the diversion of resources to the landfill will require an examination of the facility as a whole. The Conservation Coordinator will complete a holistic recycle plan for all facilities. The plan would include potential recycling goals and disposal container reductions for each specific Travis County facility. The recycling program's first year goal is to increase Travis County's office/administrative recycling volume by 5%. The following two years would also have 5% increases in volume for a total of 15% diversion increase after 3 years. These goal are achievable and are based upon the performance of the Texas Facilities Commission program that began single stream recycling in 2009. Expanding the recycling to single stream led to a 15% reduction in landfilled waste. There was a waste disposal cost savings through a reduction in hauler containers or collection days. They were able to cut monthly disposal costs by \$2,000 a month.

The Conservation Coordinator and Facilities Management Department will be responsible in working together in assessing the reduction of waste (trash) collection days or container reduction. They will also be responsible in working together to monitor cost savings to the county by these reduction measures. The data collected in volume recycled and landfilled will be included in the Conservation Coordinator's annual recycling report to the Commissioners Court.

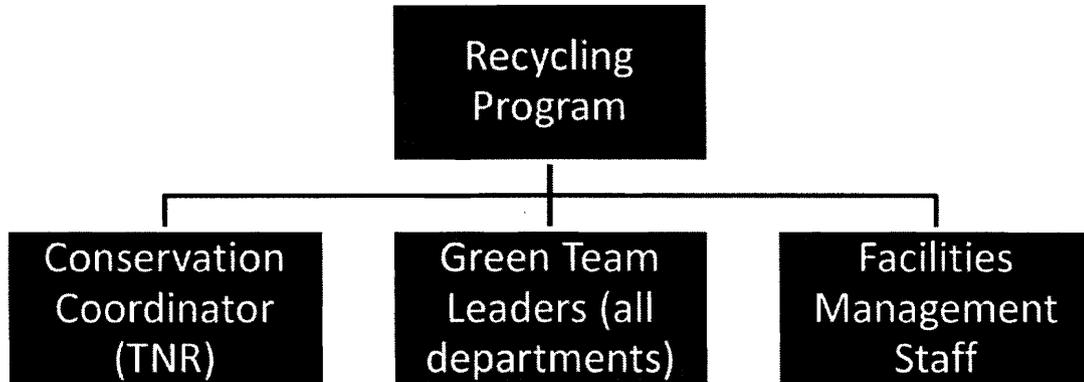
VI. Timetable

	Description of Work	Start and End Dates
Phase One	Identify Green Team Leaders	Approval of Recycling Contract
Phase Two	Assess Green Team Leader's office space	After approval date for two months
Phase Three	Train the Green Team Leaders	During 6 months after approval date

VII. Budget

	Description of Work	Anticipated Costs
Phase One A	Funding for Recycling Hauler	\$66,900
Phase One B	Execute Inter-local Agreement with TFC	0
Phase Two	Placement of Recycling Containers in offices and common areas	TBD after assessment of each facility's needs; will evaluate funding possible from each department; funding from Court anticipated for common/public areas of facilities
Phase Three	Operation of expanded recycling program	Use of existing salaried positions and operating expenses

VIII. Key Personnel



IX. Evaluation

The implementation of the recycling program will be evaluated by tracking recycling volume and continued communication with Green Team Leaders.

- Semi-annual meetings with Green Team Leaders in September and March.
- Compare actual volumes to goal of increasing office/administrative recycling volume by 5% each year for three years.

X. Prior Coordination

During the past seven months, the Conservation Coordinator has already met with several directors, managers, and others to evaluate Travis County facility recycling accessibility and needs. A total of 65% of the Travis County facilities have been evaluated. The following people are examples of individuals that support and endorse the expansion of the recycling services and Green Team Leader program.

Department	Facility	Contact
Sheriff's Office	Del Valle Correctional Facility	Lt. Valerie Whitney
STAR Flight	STAR Flight	William Hanson
Juvenile Probation Department	Gardner Betts	Mary Nieves
Housing Services Department	Weatherization	Lance Pearson
Drug Diversion Court S.H.O.R.T Program	Post Road	Sharon Caldwell-Hernandez

XI. Appendix

February 15, 2010

Growing Corporate Green Teams: Bringing Renewed Purpose to the Workplace

Upon first glance, the idea of a corporate green team may seem fairly simple—a small effort that allows a subset of employees to gather around a shared interest. In practice, however, green teams can be much more powerful than that. They can inspire, activate, and engage employees to create meaningful changes within a company.

From Genentech to Applied Materials, employees at many major companies, across a variety of industries, have helped start and grow green teams. These groups take on everything from removing Styrofoam cups in break rooms to influencing energy management at the corporate level. While some might begin as extracurricular, hobby-like activities, many green teams can evolve into formal programs within corporations, capable of producing measurable results and contributing to company-wide goals.

Striking a Balance between Top-Down and Bottom-Up

Some green teams start off top-down in structure, but the majority is launched by a handful of motivated “entrepreneurs,” people mobilizing their companies’ workforces from the bottom up. As green teams grow in size, however, one of the hardest things to do is maintain the grassroots nature, entrepreneurial spirit, and the sense of inclusion within the group—some of the most basic elements why they attract employees in the first place.

Global companies like HP and eBay have found success overcoming this challenge by using a chapter model, where employees at the corporate center provide oversight for the program, but volunteer team leaders at the local level pursue projects that are relevant and interesting to their groups. This structure helps foster companywide initiatives and the sharing of best practices across sites, while also giving local teams the space to innovate.

Finding the Right Allies within Your Organization

This won’t come as a shock to most people, but individuals within a company often start or join a green team because they want to help reduce their organization’s impact on the planet. Whether at the corporate or local level, forging partnerships with key stakeholders is critical to making the kinds of operational changes that can be the most impactful on the company’s footprint. In particular, facilities, procurement, and internal communications can be great green team allies. The facilities and procurement groups generally own a lot of the issues that employees tend to care about most: energy, consumables, and waste disposal, to name a few. Internal communications own the best channels to discuss both opportunities and project results, which raises a key point about the importance of communicating how and why things happen in addition to actually doing them.

Identifying a few win-win projects that hit the objectives of the various groups involved can build momentum and support for the green team. Changing printer settings or transitioning away from disposables in break rooms, for example, can help both the environment and the bottom line. At Levi’s, eliminating bottled water on their corporate campus saved the company \$40,000 a year, according to Net Impact’s [recent guide](#). Levi’s reinvested some of those savings into the purchase of reusable water bottles, an added measure that no doubt helped make the transition more seamless for employees.

This brings us back to an important aspect of communications. Perception is a huge element for these kinds of initiatives, and it’s essential that employees understand the rationale behind green team initiatives that impact their day-to-day experience at work. In large companies, the internal communication teams can provide new channels for green teams to reach employees. As teams grow in size and scope, two-way

communication vehicles like discussion boards and wikis can also help surface important issues and continue spreading the techniques, strategies, and success stories from across the company.

Bringing Renewed Purpose to Work

Ultimately, the rise of corporate green teams represents a significant shift in the way businesses engage with their employees. Green teams offer a personally meaningful way for employees to contribute to both their companies and to their broader communities. Whether they are tackling large supply chain impacts or creating simple programs that people can feel a part of, they can have a powerful impact on how a company and its employees operate. At their core, they are empowerment mechanisms. They provide a new level of ownership—an understanding that a corporation and its employees can work together to create positive change.

Lorin May manages eBay's employee Green Team, a group of more than 2,000 employees in 23 countries working together to improve the environmental performance of its operations. Visit www.ebaygreenteam.com to learn more about this and other green programs at eBay.

Green Team Leader Programs:

Harvard University

<http://www.green.harvard.edu/node/5431>

Stanford University School of Medicine

http://med.stanford.edu/sustainability/featured_team/

Texas Department of Transportation

Recycling Coordinator: Lola Lee-Armador

Texas Facilities Commission

Recycling Coordinator's

<http://www.tfc.state.tx.us/divisions/supportserv/prog/recycle/coords.html>

ITEM 18



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 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 Frank Fuentes to the Board of Commissioners of Emergency Services District No. 4 to complete an unexpired term, effective immediately through December 31, 2013.

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.

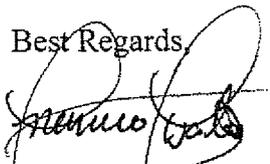
Honorable Sarah Eckhardt
Travis County Commissioner Pct. 2
P.O. Box 1748
Austin, TX. 78767

Dear Commissioner Eckhardt,

As a homeowner residing within the ESD 4 district I am interested in serving as Fire Commissioner on the ESD 4 Board. My interest to serve the district stems from my familiarity with the organization through having participated in the wildfire mitigation program the fire department offered its citizens to reduce our risks. As a member of the ESD 4 board, I will actively seek opportunities to collaborate with neighboring organizations to improve efficiencies in service delivery within the district and Travis County. Additionally, it is my intent to ensure ESD 4 adheres to expectations from Travis County Commissioners.

As a business owner, I believe my experiences will assist ESD 4 in optimizing fiscal efficiencies while also striving to attain organizational effectiveness. Please contact me to discuss any items contained within this letter of interest.

Best Regards,



Frank Fuentes

Fuentes Design and Construction, LLC



Frank Fuentes is the founder and owner of Fuentes Design & Construction, LLC. FD&C is a leader in commercial, public works, multi-family and custom residential construction in Central and South Texas. His vision and leadership has helped the company grow exponentially since it was founded in 1999. Mr. Fuentes has been listed among the Top 100 Latino Businessmen since 1999 and in 2000, Mr. Fuentes received the Hispanic Achievement Award for Business Entrepreneurship from Hispanic Business Magazine.

Mr. Fuentes is one the founders of the U.S. Hispanic Contractors Association, and has continued to lead the organization as its chairman. Until recently, he was a member of the Board of Adjustment for the City of Austin for almost 12 years, Eight of which he served as chair. In 2005, he was appointed to the Advisory Board of Small Business for the U.S. Department of Energy by the Bush Administration. Just recently Travis County Commissioners appointed him as Chair of the Travis County Bond Advisory Committee, Mr Fuentes resides in Austin, Texas.

U.S. Hispanic Contractors Association, Founded in 1996 and incorporated in 2000, the association provides support and advancement for economic growth to its members. The association is committed to developing programs and facilitating resources needed to assist contractors and developers reach their full potential.

USHCA is an advocate to ensure that legislation or policy is not exclusionary to its stakeholders in the construction community. We provide leadership for all affiliated members and often join forces with state and local chapters, to bring opportunity and benefits to members across the country. We engage on behalf of our members and stakeholders in the community on issues relevant to the construction and development industry.

Frank Fuentes
Principal in Charge –
Business Development

We seek out and forge relationships with industry related corporations, associations, government entities, political leaders and individuals. We strive to create support to our members with basic services and resources



Application for Appointment

Board/Commission: *ESD #4 Board of Commissioners*

Name (Last, First, Middle): <i>Fuentes, Frank</i>	
Home Address (Street, City, Zip):	Home Phone:
Mailing Address (Street, City, Zip):	Cell Phone:
Employer: <i>Self</i>	Email:
Occupation: <i>BUSINESS OWNER</i>	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

BUT MORE HOURS IF NEEDED.

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 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: ** I'm a Small Business Owner, my strengths are in Community Organization, & from business side I'm in construction.*



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.

- * SERVED ON BOARDS OF ADJUSTMENTS FOR APPROX. 12 YEARS
- * WAS CHAIRMAN OF BOARDS OF ADJUSTMENTS FOR 10 YEARS
- * SERVED ON ADVISORY BOARD OF SMALL-BUSINESS FOR DEPARTMENT OF ENERGY
- * RECENTLY SERVED AS CHAIRMAN OF TRAVIS COUNTY BOARD ADVISORY COMMITTEE

My interest is to work with Neighboring Organizations to improve efficiency in Service delivery.

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: _____

A handwritten signature in black ink, appearing to read "James F. [unclear]", written over a horizontal line.

Date: 12/7/12

NON-CONFLICT OF INTEREST AFFIDAVIT

DEFINITION:

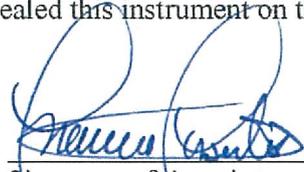
“No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.”

Know All Men by These Present

Frank Fuentes 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 ESD #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 7th day of December 2012.



Signature of Appointee

12 / 7 / 12

Date

Personally appeared before the undersigned, Korina Jaimes, 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.



(seal)

Korina Jaimes

Notary Public In and for The State of Texas



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 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 REGARDING BOARD AND COMMITTEE ASSIGNMENTS AND APPOINTMENTS FOR COMMISSIONERS COURT MEMBERS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached is the list of 2012 Commissioners Court assignments to various internal and intergovernmental board and committees.

Judge Biscoe requests that the Court postpone action on taking action with the exception of the CAPCOG appointment. **CAPCOG is requesting action as soon as possible.**

Possible changes to consider:

- Anti-Defamation League Hate Crimes Task Force – in 2012 the court discussed rotating the appointment every year or two.
- Conference of Urban Counties Policy Committee – every year Pct 2 and Pct 4 alternate the committee assignment. In 2012 Commissioner Gomez was the appointee.
- Lone Star Rail District – requested that Commissioner Eckhardt be appointed, see attached email.

STAFF RECOMMENDATIONS:

1. Appoint a Commissioners Court member to CAPCOG General Assembly and send letter to CAPCOG requesting that they also be appointed to the CAPCOG Executive Committee.
2. Request direction from Commissioners Court to revise the list and bring back for final approval.

ISSUES AND OPPORTUNITIES:

n/a

updated 01-03-13 at 3:50pm

From: Alison Schulze <amschulze@lonestarrail.com>
Sent: Thursday, December 13, 2012 12:17 PM
To: Sam Biscoe
Cc: Sarah Eckhardt; Sid Covington; Ross Milloy; Melissa Velasquez; Peter Einhorn
Subject: Lone Star Rail District: 2013 Appointments to Board of Directors (Action requested)
Attachments: 2013 Lone Star Rail Board Appts.Memo to Appointing Jurisdictions 12-13-2012.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Judge Biscoe,

Travis County appoints two members to the Lone Star Rail District Board of Directors. The County's current appointments are Commissioner Karen Huber (representing the Commissioners Court) and Hays County Commissioner Debbie Ingalsbe (representing CARTS, the rural transit authority).

In accordance with the Rail District's governing statute and bylaws, each Board member serves a two-year term; additionally, the terms are staggered so that one-half of the Board members' terms expire on February 1 of each year to ensure Board continuity. Consequently, Commissioner Huber's term will expire on February 1, 2013. Commissioner Ingalsbe's term does not expire until February 2014. Please see the attached memo and statutory authority on Board members' terms.

Action Requested:

The Rail District requests the Commissioners Court appoint a member of the Court to represent the County for a two-year term to run from February 2013 - February 2015. Per the attached memo, the County may not reappoint Commissioner Huber since she will no longer be a member of the governing body. On a related note: Commissioner Eckhardt currently serves on the Rail District Board as CAMPO's representative, not as the County's representative; but Commissioner Eckhardt could certainly represent the County and CAMPO could appoint a different representative to our Board. Commissioner Eckhardt is a valued member of our Board and very active and engaged in Rail District issues; we would be honored and delighted to have her represent Travis County if that's the will of the Court.

If you would like to discuss the appointment further or if you need additional information, please don't hesitate to contact me by phone (512/589-2709) or by e-mail (AMSchulze@LoneStarRail.com).

Thanks so much for your consideration of this important matter,
Alison Schulze

Alison M. Schulze, AICP
LONE STAR RAIL DISTRICT
P.O. Box 1618
San Marcos, Texas 78667
512.558.7367
512.589.2709 (cell)
www.LoneStarRail.com

LONE STAR RAIL DISTRICT

MEMORANDUM

Via e-mail

To: Appointing Jurisdictions
 City of Austin Bexar County VIA Metropolitan Transit
 City of Georgetown Travis County Texas Department of Transportation
 City of New Braunfels Capital Area MPO
 City of San Antonio San Antonio-Bexar Co MPO

From: Alison Schulze, AICP, Rail District Administrator/Senior Planner

Date: December 13, 2012

Re: Appointment of Members to Lone Star Rail District Board of Directors

This memo serves to notify appointing jurisdictions that their current representative's term on the Lone Star Rail District Board of Directors will expire February 1, 2013. In accordance with the Rail District's statutory authority (attached), one-half of the Board members' terms expire each year. The terms of the Board members listed below will expire on February 1, 2013. Newly appointed Board members will serve a two-year term that runs from February 1, 2013 to February 1, 2015. **All Board members are eligible to serve another two-year term (except where noted below), and all Board members remain on the Board until they or another representative is appointed by the jurisdiction.**

We request the jurisdictions listed below appoint members to the Rail District Board by February 2013, and notify the Rail District when the appointment is made. We appreciate your attention and action on the appointments listed below. If you need additional information, please contact me by phone (512/589-2709) or by e-mail (AMSchulze@LoneStarRail.com).

The following Board members' terms expire February 1, 2013, except as noted:

APPOINTING JURISDICTION	CURRENT BOARD MEMBER
City of Austin (business community representative)	Board Chairman Sid Covington
City of Georgetown	Council Member Patty Eason
City of New Braunfels	Council Member Sandy Nolte
City of San Antonio (business community representative)	Board Member Carroll Schubert
Bexar County	Commissioner Tommy Adkisson
Travis County	Commissioner Karen Huber (<i>appoint elected member of governing body to replace Commissioner Huber</i>)
Capital Area MPO	Commissioner Sarah Eckhardt
San Antonio-Bexar County MPO	Senator Jeff Wentworth (<i>appoint elected official to replace Senator Wentworth</i>)
VIA Metropolitan Transit	VIA Board Member Mary Briseño
Texas Transportation Commission	Board Member Mariano Camarillo

LONE STAR RAIL DISTRICT

Rail District Statutory Authority
Vernon's Texas Civil Statutes
Title 112
Chapter 13—Miscellaneous Railroads

Article 6550c-1. Intermunicipal Commuter Rail Districts

Section 3: BOARD

Sec. 3. (a) A district is governed by a board of directors. The board is responsible for the management, operation, and control of the district.

(b) The board is composed of the following members:

- (1) two public members appointed by the commission;
- (2) one elected member of the governing body of each political subdivision that has become a part of the district under Section 2 of this article;
- (3) one elected member appointed by the regional planning organization of which a creating municipality is a part;
- (4) one member appointed by each creating municipality to represent the business community of the municipality;
- (5) one member appointed by each authority created under Chapter 451, Transportation Code, that serves a creating municipality;
- (6) one member appointed by each county in which a creating municipality is located to represent transportation providers that provide service to rural areas in the county;
- (7) one member appointed by each entity that has become a part of the district under Section 2 of this article; and
- (8) one member appointed by all other board members to represent all municipalities in the district that do not otherwise have representation on the board and who shall be an elected official of one of those municipalities.

(c) If a vacancy occurs on the board, a successor shall be appointed or elected in the same manner as the original appointment or election. Each member serves a staggered two-year term with as near as possible to half of the members' terms expiring February 1 of each year. If one or more members are added to the board, the board members other than the new members shall determine the lengths of the new members' terms so that one-half, or as near one-half as possible of the members serve terms expiring each year.

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Anti-Defamation League Hate Crimes Task Force	Commissioner Davis and Commissioner Gomez	1/31/2012	first appointed January 24, 2012 They Agreed to rotate the appointment every year or two.
Austin City Council, Austin Independent School District Board of Trustees, and Travis County Commissioners Court Joint Subcommittee	Judge Biscoe and Commissioner Gómez	1/31/2012	first appointed January 13, 2009
Bail Bond Board	Judge Biscoe	1/31/2012	
Balcones Canyonlands Conservation Plan Coordinating Committee	Commissioner Huber	1/31/2012	
Capital Area Council of Governments - General Assembly Member (CAPCOG)	Commissioner Davis, Commissioner Eckhardt and Commissioner Huber	1/31/2012	Davis and Huber reappointed 1/10/2012. Eckhardt first appointed 1/24/2012
Capital Area Council of Governments - Executive Committee Board (CAPCOG)	Commissioner Eckhardt and Commissioner Huber	1/31/2012	1/24/2012 approved letter to CAPCOG members of the Executive Committee are appointed by the CAPCOG Executive Comm not Commissioners Court
Capital Area Metropolitan Planning Organization (CAMPO)	Judge Biscoe, Commissioner Eckhardt, and Commissioner Huber	1/31/2012	
Capital Area Regional Transportation Planning Organization (CARTPO)	Commissioner Gómez	1/31/2012	direction from court 1-10-12 Each county in the 10-county CAPCOG region may choose three (3) elected officials to serve as voting members. Individual counties are encouraged to include at least one municipal representative in their voting membership. They serve until replaced, resign or no longer qualify.
Capital Area Rural Transportation System (CARTS)	Commissioner Gómez	1/31/2012	
City of Austin/Travis County Subcommittee	Commissioner Huber and Commissioner Gómez	1/31/2012	To coordinate Intergovernmental issues.
Civil Family Courthouse Subcommittee	Judge Biscoe and Commissioner Eckhardt	1/31/2012	approved 1/24/2012
Clean Air Coalition	Judge Biscoe	1/31/2012	
Clean Air Force	Commissioner Davis	1/31/2012	Commissioner Eckhardt alternate

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Community Action Network (CAN)	Judge Biscoe and Commissioner Eckhardt	1/31/2012	
Community Justice Council	Commissioner Gómez	1/31/2012	Per Chapter 76 Texas Government Code; a county commissioner or a county judge from a county served by the department, chosen by the County Commissioners and county judges of the counties served by the department.
Conference of Urban Counties Policy Committee (CUC)	Commissioner Gomez	1/31/2012	Commissioners Eckhardt and Gómez have been alternating appointments to CUC Policy Comm and Downtown Austin Alliance since 2007; Commissioner Gomez was appointee <div style="background-color: black; width: 200px; height: 15px; margin-top: 5px;"></div>
CORPORATIONS -Travis County Housing Finance Corporation; Travis County Health Facilities Development Corporation; Capital Health Facilities Development Corporation; Capital Industrial Development Corporation; Travis County Development Authority; Travis County Cultural Education Facilities Finance Corporation	President, Judge Biscoe; Vice President, Commissioner Eckhardt; Secretary, Commissioner Gómez; Treasurer, Commissioner Huber; Assistant Secretary, Commissioner Davis	Appt by Corps. 1/31/2012	These positions must be appointed by the Corporations.
Downtown Austin Alliance	Commissioner Huber	1/31/2012	As a result of redistricting, Comm. Huber is taking on this appointment. Commissioners Eckhardt and Gómez had been alternating appointments to CUC Policy Comm and Downtown Austin Alliance since 2007
E-Government Committee	Commissioner Eckhardt and Commissioner Gómez	1/31/2012	
Emergency Services Subcommittee	Commissioner Eckhardt and Commissioner Huber	1/31/2012	

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Exposition & Heritage Center Subcommittee	Judge Biscoe and Commissioner Davis	1/31/2012	
Greater Austin-San Antonio Corridor Council	Commissioner Huber	1/31/2012	Comm Huber is an Executive Committee member
Investment Advisory Committee	Commissioner Eckhardt and Commissioner Huber	1/31/2012	
ITS Subcommittee	Commissioner Eckhardt and Commissioner Huber	1/31/2012	approved 1/10/2012
Juvenile Agency Coordinating Subcommittee of the Community Justice Council	Commissioner Davis	1/31/2012	
Juvenile Board	Judge Biscoe	1/31/2012	
Legislative Subcommittee	Commissioner Eckhardt and Commissioner Huber	1/31/2012	originally appointed Feb 2007
Lone Star Rail District	Commissioner Huber	1/31/2012	Two year terms to expire February 1, 2013; formerly Austin-San Antonio Intermunicipal Commuter Rail District Board of Directors
Organizational Planning Team (OPT)	Judge Biscoe and Commissioner Huber	1/31/2012	direction from the court to appoint on 1-10-12 and 1-17-12
Oversight Board for the Offices of Child and Parent Representation	Judge Biscoe and Commissioner Eckhardt	1/31/2012	Formed to provide operational oversight & guidance to the PDO-CR and to resolve any conflicts of interest that may occur between the PDO-CR and the Office of Parental Representation. (PDO-PR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; (4) one representative of the Texas Department of Family and Protective Services.

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Oversight Committee - Administrative Operations	Commissioner Davis and Commissioner Gómez	1/31/2012	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Health and Human Services	Judge Biscoe and Commissioner Davis	1/31/2012	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Justice and Public Safety	Judge Biscoe and Commissioner Gómez	1/31/2012	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Planning and Budget	Judge Biscoe and Commissioner Gómez	1/31/2012	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Transportation and Natural Resources - Pct 1 & Pct 3	Commissioner Davis and Commissioner Huber	1/31/2012	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Transportation and Natural Resources - Pct 2 & Pct 4	Commissioner Eckhardt and Commissioner Gomez	1/31/2012	Two by Two meeting with Staff to discuss department related issues
Pflugerville/Travis County Subcommittee of Elected Officials	Judge Biscoe and Commissioner Eckhardt	1/31/2012	To coordinate Intergovernmental issues.
Purchasing Board	Judge Biscoe and Commissioner Huber	1/31/2012	
Space Planning Committee	Commissioner Eckhardt and Commissioner Gómez	1/31/2012	formerly Capital Improvement Planning Committee; revised 01-10-06 to include only 2 court members



**NAMAN HOWELL
SMITH & LEE^{PLLC}**
ATTORNEYS AT LAW

MEMORANDUM

from

William C. Blount

(512) 807-2454

Fax (512) 474-1901

E-mail: blount@namanhowell.com

TO: County Judge and County Commissioners

DATE: January 3, 2013

RE: Public hearing dates for proposed bond issues of Strategic Housing Finance Corporation of Travis County

Agenda Date: January 8, 2013

This item is to set public hearing dates for TEFRA hearings for 2 proposed bond transactions of Strategic Housing Finance Corporation of Travis County. Strategic is requesting a hearing for the **Austin Senior Living project** on January 22 and for the Paddock at Norwood project on February 5. The hearings are requirements of the Internal Revenue Code in order for the bonds issued for the financing to be tax exempt.

The Austin Senior Living project is a proposed 152 unit senior residential development on Highway 290 West. The Paddock at Norwood is a proposed 228 unit multifamily project at Norwood Park Blvd and Anderson Lane, just east of I-35.

Enclosed with this memo are the proposed notices of the hearings that will be published in the newspaper.

Please give me a call if you have any questions or require any additional information regarding this matter before Tuesday.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Commissioners Court of Travis County, Texas (the "County") will conduct a public hearing on behalf of Strategic Housing Finance Corporation of Travis County (the "Corporation"), at the Travis County Commissioner's Courtroom, 700 Lavaca, First Floor, Austin, Texas, 78701 on January 22, 2013, at 1:30 p.m. concerning the issuance of an aggregate principal amount not to exceed \$17,000,000 in tax-exempt housing revenue bonds (the "Bonds"), the proceeds of which are to be used to finance a portion of the cost of the acquisition, development, construction, financing and ownership (including a plan of financing) of a 152-unit senior rental housing development. The name of the project is Austin Senior Living Apartments, and it is located at 7501 Highway 290 West, in Austin, Travis County, Texas, 78726. The initial owner, operator or manager of the project will be Austin Senior Living, L.P., a Texas limited partnership (the "Company").

The Bonds, when issued, will be special, limited obligations of the Corporation payable solely out of the revenues derived from financing agreements with the Company. **THE BONDS DO NOT CONSTITUTE A LIABILITY OF TRAVIS COUNTY, TEXAS OR OF ANY OTHER MUNICIPAL CORPORATION OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS WHATSOEVER. PAYMENT ON THE BONDS IS NOT TO BE MADE FROM TAXES OR ANY OTHER PUBLIC FUNDS.**

You may submit written comments to the Corporation which must be submitted by 5:00 p.m. on January 21, 2013, to the attention of Cliff Blount, Naman Howell Smith & Lee, PLLC, 8310-1 Capital of Texas Highway North, Suite 490, Austin, Texas, 78731.



**NAMAN HOWELL
SMITH & LEE^{PLLC}**
ATTORNEYS AT LAW

MEMORANDUM

from

William C. Blount

(512) 807-2454

Fax (512) 474-1901

E-mail: blount@namanhowell.com

TO: County Judge and County Commissioners

DATE: January 3, 2013

RE: Public hearing dates for proposed bond issues of Strategic Housing Finance Corporation of Travis County

Agenda Date: January 8, 2013

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The Austin Senior Living project is a proposed 152 unit senior residential development on Highway 290 West. **The Paddock at Norwood is a proposed 228 unit multifamily project at Norwood Park Blvd and Anderson Lane, just east of I-35.**

Enclosed with this memo are the proposed notices of the hearings that will be published in the newspaper.

Please give me a call if you have any questions or require any additional information regarding this matter before Tuesday.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Commissioners Court of Travis County, Texas (the "County") will conduct a public hearing on behalf of Strategic Housing Finance Corporation of Travis County (the "Corporation"), at the Travis County Commissioner's Courtroom, 700 Lavaca, First Floor, Austin, Texas, 78701 on February 5, 2013, at 1:30 p.m. concerning the issuance of an aggregate principal amount not to exceed \$20,000,000 in tax-exempt housing revenue bonds (the "Bonds"), the proceeds of which are to be used to finance a portion of the cost of the acquisition, development, construction, financing and ownership (including a plan of financing) of a 228-unit multifamily residential rental development. The name of the project is The Paddock at Norwood Apartments, and it is located at Norwood Park Boulevard and Anderson Lane, in Austin, Travis County, Texas, 78752. The initial owner, operator or manager of the project will be LDG Norwood, LP, a Texas limited partnership (the "Company").

The Bonds, when issued, will be special, limited obligations of the Corporation payable solely out of the revenues derived from financing agreements with the Company. **THE BONDS DO NOT CONSTITUTE A LIABILITY OF TRAVIS COUNTY, TEXAS OR OF ANY OTHER MUNICIPAL CORPORATION OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS WHATSOEVER. PAYMENT ON THE BONDS IS NOT TO BE MADE FROM TAXES OR ANY OTHER PUBLIC FUNDS.**

You may submit written comments to the Corporation which must be submitted by 5:00 p.m. on February 4, 2013, to the attention of Cliff Blount, Naman Howell Smith & Lee, PLLC, 8310-1 Capital of Texas Highway North, Suite 490, Austin, Texas, 78731.



FACILITIES MANAGEMENT DEPARTMENT

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

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

**Backup Information
Agenda Item – January 8, 2013**

TO: Commissioners Court
DATE: January 3, 2013
SUBJECT: Gun Shows at Exposition Center

On December 21, 2012, Mr. Ed Scruggs gave comments during the Commissioners Court Citizens Communications about Travis County leasing of the Exposition Center for gun shows. The questions and answers that follow regarding gun shows that have either been held and are scheduled to be held in the future at the Exposition Center are intended to provide background information for the Court's consideration.

**How many guns shows do we currently have under contract at the Exposition Center?
When are they scheduled?**

Response: Since November 2010, there have been a total of 17 Saxet Gun Show Events at the Travis County Luedecke Arena with the last one occurring during the weekend of December 15-16, 2012. The promoter has paid a deposit for a total of 9 additional gun shows, which are scheduled over the next 12 months as follows:

- January 26-27, 2013
- February 16-17, 2013
- April 27-28, 2013
- August 17-18, 2013
- September 21-22, 2013
- October 19-20, 2013
- November 16-17, 2013
- December 21-22, 2013
- January 25-26, 2014

What happens at the shows? Are guns sold there or simply exhibited? What kinds of guns are exhibited or sold?

Response: The gun shows are held at the Luedecke Arena over two days during a weekend. The promoter arranges for three Austin Police Offices to be on site during the events. Two officers staff the main entrance of the arena and the third officer monitors the parking lots of the Luedecke Arena. As attendees enter the arena, they are charged a fee of \$5.00 and if carrying guns for display or trade, the Austin Police Officers verify that each gun being brought into the arena is cleared of ammunition and then disables the weapon with a zip tie to prevent the guns from being loaded and fired. The Saxet Gun Show is open from 9:00 a.m. to 6 p.m. on Saturdays and from 9:00 a.m. to 5:00 p.m. on Sundays. The Saxet Gun Show provides an opportunity for citizens to buy, sell or trade guns. Visitors have the opportunity to walk around and look at the displayed guns and if they choose, to purchase a gun from one of the vendors. Visitors to the gun show may also trade or sell their personal guns in the arena during the events.

The type of guns exhibited or sold could include hunting guns, shotguns, pistols, rifles, antique collectible weapons and modern weapons, including semi-automatic weapons and assault type weapons.

What public benefits result from our ceasing to lease the Exposition Center for gun shows?

Response: This appears to be a policy decision for the Commissioners Court. Some citizens would see ceasing to lease the Exposition Center for gun shows as a positive step, while other citizens would probably argue that eliminating the gun shows at the publicly owned arena is an infringement. The promoter would need to find another location for the shows if the County chooses to discontinue gun shows at the Exposition Center.

Eliminating the nine currently scheduled gun shows is estimated to result in a total loss of revenue of approximately \$128,000, including loss of rental fees (\$103,000), parking and RV rental spaces (estimated \$13,000) and loss of concession proceeds (estimated at \$12,000). The estimated numbers are based on information from gun shows over the last two years.

Additional Information

This agenda item will be posted for consideration of any legal issues in executive session at the January 8th meeting.

Item 23



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

Prepared By/Phone Number: Elaine A. Casas, 854-9197

Elected/Appointed Official/Dept. Head: David A. Escamilla

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consultation with County Attorney, receive briefing and take appropriate action regarding settlement offer in Melanie Boyte vs. Travis County, Texas, Greg Hamilton, Cynthia Schantz, Julie Martinets and Jane Doe II; A-12-CV-00181-LY (Executive Session Under Gov't. Code Ann. §551.071, Consultation with Attorney)¹

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action concerning 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 26



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

Prepared By/Phone Number: Adriana Chaparro, 854-3110

Elected/Appointed Official/Dept. Head: David A. Escamilla

Commissioners Court Sponsor: Hon. Samuel T. Biscoe

AGENDA LANGUAGE:

CONSULTATION WITH COUNTY ATTORNEY, AUTHORIZE COUNTY ATTORNEY TO ACCEPT, REJECT, OR COUNTER SETTLEMENT OFFER, AND/OR TAKE APPROPRIATE ACTION IN CAUSE NO. D-1-GN-11-001312; MERILEE PETERSON V. TRAVIS COUNTY, TEXAS, ET AL., IN THE 250TH JUDICIAL DISTRICT, TRAVIS COUNTY TEXAS. (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 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:

Leslie W. Dippel, County Attorney, 854-9841

Laurie R. Eiserloh, County Attorney, 854-9472

Richard McCain, Constable, Precinct Three, 854-2107

Dan Mansour, Risk Management, 854-9499



Travis County Commissioners Court Agenda Request

Meeting Date: January 8, 2013

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

Division Director/Manager: Anna Bowling, Division Director of Development Services

A handwritten signature in black ink, appearing to read "Anna Bowling".

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, January 29, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 1506 and 1507 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 1506 and 1507 of Apache Shores Section Three Amended. The PUEs are dedicated per plat note. The subject lots front on a section of Crazyhorse Pass not maintained by Travis County.

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

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the property owners request the vacation of the easements for the purpose of building one resident on both lots. Vacating the subject easements will allow the property owner to move forward with the plans without encroaching on said easements.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes
Request Letter
Utility Statements
Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps

1101 - Development Services - Apache Shores, Section Three Amended

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 1506 and 1507 of Apache Shores, Section Three Amended as recorded in Volume 50, Page 81 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 January 29, 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 1506 and 1507 of Apache Shores, Section Three Amended, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2013.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

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EXHIBIT "____"
F# _____

(5' PUBLIC UTILITY EASEMENT)
(PARTIAL VACATION)

FIELD NOTES
TO ACCOMPANY EXHIBIT

BEING 0.014 ACRE (609 SQ.FT.) SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1506, APACHE SHORES SECTION 3, A TRAVIS COUNTY SUBDIVISION RECORDED IN VOLUME 50, PAGE 81, PLAT RECORDS, TRAVIS COUNTY, TEXAS, CONVEYED TO FRED MOHLE IN A WARRANTY DEED, RECORDED AS DOCUMENT NO. 2011153270, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; ALSO BEING A PORTION OF A 5 FOOT PUBLIC UTILITY EASEMENT (HEREIN DESCRIBED AS "EASEMENT A"), DEDICATED BY SAID PLAT, LOCATED PARALLEL AND CONTIGUOUSLY EAST TO THE WEST LINE OF SAID LOT 1506 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing from a ½" iron rod found in the south line of Crazyhorse Pass (50' R.O.W.) for the northwest corner of Lot 1506 of said Apache Shores Section 3 and the northeast corner of said Lot 1507;

THENCE: S 13°18'22" E 10.56 feet, with the east line of said Lot 1507 and the west lines of said Lot 1506 and said "Easement A", into and across a 10 public utility easement, dedicated by said plat, located parallel and contiguously south to the north line of said Lot 1506, to a calculated in the south line of said 10 foot public utility easement for the northwest corner and **Point of Beginning** of the herein described tract;

THENCE: N 58°00'39" E 5.28 feet, into said Lot 1506, into and across said "Easement A," with the south line of said 10 foot public utility easement, and the north line of the herein described tract, to a calculated point for the northeast corner of the herein described tract;

THENCE: S 13°18'22" E 122.18 feet, with east line of said "Easement A" and the herein described tract, to a calculated point the north line of a 5 foot public utility easement (herein described as "Easement B"), dedicated by said plat, located parallel and contiguously north to the south line of said Lot 1506 for the southeast corner of the herein described tract;

THENCE: S 64°12'25" W 5.12 feet, with the north line of said "Easement B," into and across said "Easement A," and with the south line of the herein described tract, to a calculated point in the east line of said Lot 1507 and the west lines of said Lot 1506 and said "Easement A" for the southwest corner of the herein described tract, from which point a ½" iron rod found for the southeast corner of said Lot 1507 and southwest corner of said Lot 1506 bears S 13°18'22" E 5.12 feet;

EXHIBIT "____"

F# _____

(5' PUBLIC UTILITY EASEMENT)
(PARTIAL VACATION)

THENCE: N 13°18'22" W 121.59 feet, with the east line of said Lot 1507 and the west lines of said Lot 1506, said "Easement A," and the herein described tract, to the **Point of Beginning** and containing 0.014 Acre (609 sq.ft.) of land, more or less.

Bearings cited hereon are based on APACHE SHORES SECTION 3, a Travis County Subdivision recorded in Volume 50, Page 81, Plat Records, Travis County, Texas.



Paul Utterback
Registered Professional Land Surveyor No. 5738
November 30, 2011



References:

TCAD MAP 01-4758
Austin Grid WZ-32

Reference: Carter Bruce LLC Address: Crazyhorse Pass, Austin, Texas
 0.014 Acre (609 sq.ft.) out of Lot 1506, APACHE SHORES SECTION 3, Vol. 50, Pg. 81,
 Plat Records, Travis County, Texas, conveyed to Fred Mohle in a Warranty Deed and
 recorded as Doc. No. 2011153270, Official Public Records, Travis County, Texas.

LEGEND	
●	1/2" (IRF) IRON ROD FOUND (unless noted)
⊙	MAG NAIL FOUND IN ROCK
△	CALCULATED POINT
()	RECORD INFORMATION
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S13°18'22"E	10.56'
(L1)	(S12°41'00"E)	-----
L2	N58°00'39"E	5.28'
L3	S64°12'25"W	5.12'
L4	S13°18'22"E	5.12'
(L4)	(S12°41'00"E)	-----



SCALE: 1"=30'

Notes:

- 1) This map and the survey on which it is based have been prepared without the benefit of a title report and are not intended to reflect all easements, encumbrances or other circumstances affecting the title to the property shown hereon.
- 2) Bearings shown hereon are based on the recorded plat.

I, Paul Utterback, HEREBY CERTIFY that a survey was made on the ground of the property shown hereon; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown; that said property has access to and from a public roadway, and that this plat is an accurate representation of the property to the best of my knowledge.

Paul Utterback
 Paul Utterback, RPLS No. 5738
 Client: Carter Bruce LLC
 Date of Field Work: 06/30/2011
 Field: ZThomas
 Tech: CHenderson
 Date Drawn: 11/30/2011
 Path: Projects/___BULK/CrazyhorsePass-Lots1506-1507/Production/Dwgs/PUE VACATE1506-111130.dwg



eileen merritt's
ATS Engineers Inspectors & Surveyors
 www.ats-engineers.com
 912 S CAPITAL OF TX HWY, STE 460 AUSTIN, TEXAS 78746
 (512) 328-6995
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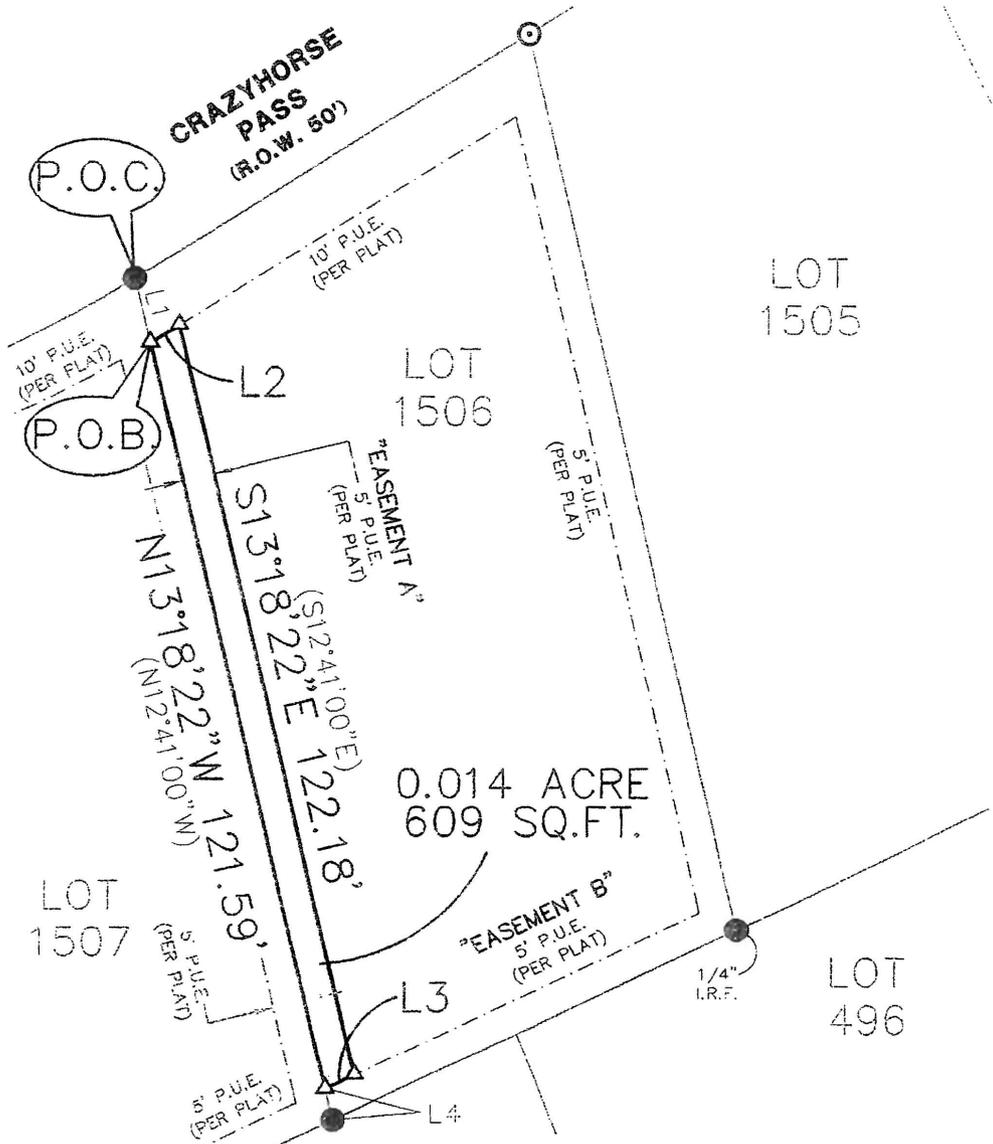


EXHIBIT “ ___ ”
F# _____

(5' PUBLIC UTILITY EASEMENT)
(PARTIAL VACATION)

FIELD NOTES
TO ACCOMPANY EXHIBIT

BEING 0.014 ACRE (607 SQ.FT.) SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1507, APACHE SHORES SECTION 3, A TRAVIS COUNTY SUBDIVISION RECORDED IN VOLUME 50, PAGE 81, PLAT RECORDS, TRAVIS COUNTY, TEXAS, CONVEYED TO FRED MOHLE IN A WARRANTY DEED, RECORDED AS DOCUMENT NO. 2011153270, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; ALSO BEING A PORTION OF A 5 FOOT PUBLIC UTILITY EASEMENT (HEREIN DESCRIBED AS “EASEMENT A”), DEDICATED BY SAID PLAT, LOCATED PARALLEL AND CONTIGUOUSLY WEST TO THE EAST LINE OF SAID LOT 1507 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing from a ½” iron rod found in the south line of Crazyhorse Pass (50' R.O.W.) for the northeast corner of Lot 1507 of said Apache Shores Section 3 and the northwest corner of said Lot 1506;

THENCE: S 13°18'22” E 10.56 feet, with the west line of said Lot 1506 and the east lines of said Lot 1507 and said “Easement A”, into and across a 10 public utility easement, dedicated by said plat, located parallel and contiguously south to the north line of said Lot 1507, to a calculated in the south line of said 10 foot public utility easement for the northeast corner and **Point of Beginning** of the herein described tract;

THENCE: S 13°18'22” E 121.59 feet, continuing with the west line of said Lot 1506 and the east lines of said Lot 1507 and said “Easement A,” to a calculated point in the north line of a 5 foot public utility easement (herein described as “Easement B”), dedicated by said plat, located parallel and contiguously north to the south line of said Lot 1507 for the southeast corner of the herein described tract, from which point a ½” iron found for the southeast corner of said Lot 1507 and southwest corner of said Lot 1506 bears S 13°18'22” E 5.12 feet;

THENCE: S 64°15'41” W 5.12 feet, into said Lot 1507, into and across said “Easement A,” with the north line of said “Easement B,” and with the south line of the herein described tract, to a calculated point in the west line of said “Easement A” for the southwest corner of the herein described tract;

THENCE: N 13°18'22” W 121.13 feet, with the west lines of said “Easement A” and the herein described tract, to a calculated point in the south line of said 10 foot public utility easement for the northwest corner of the herein described tract;

EXHIBIT "___"
F# _____

(5' PUBLIC UTILITY EASEMENT)
(PARTIAL VACATION)

THENCE: 5.24 feet, with a curve to the left ($r = 185.06$ feet, lc bears $N 59^{\circ}19'31'' E$ 5.24 feet), into and across said "Easement A," with the south line of said 10 foot public utility easement, and with the north line of the herein described tract, to the **Point of Beginning** and containing 0.014 acre (607 sq.ft.) of land, more or less.

Bearings cited hereon are based on APACHE SHORES SECTION 3, a Travis County Subdivision recorded in Volume 50, Page 81, Plat Records, Travis County, Texas.



Paul Utterback
Registered Professional Land Surveyor No. 5738
November 30, 2011

References:

TCAD MAP 01-4758
Austin Grid WZ-32



EXHIBIT "A"

Reference: Carter Bruce LLC Address: Crazyhorse Pass, Austin, Texas
 0.014 Acre (607 sq.ft.) out of Lot 1507, APACHE SHORES SECTION 3, Vol. 50, Pg. 81,
 Plat Records, Travis County, Texas, conveyed to Fred Mohle in a Warranty Deed and
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○	COTTON SPINDLE FOUND
△	CALCULATED POINT
()	RECORD INFORMATION
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



SCALE: 1"=30'

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CURVE DATA TABLE				
CURVE	RADIUS	CHORD DIRECTION	CHORD LENGTH	ARC LENGTH
C1	185.06	N59°19'31"E	5.24'	5.24'
(C1)	-----	-----	-----	-----

Notes:

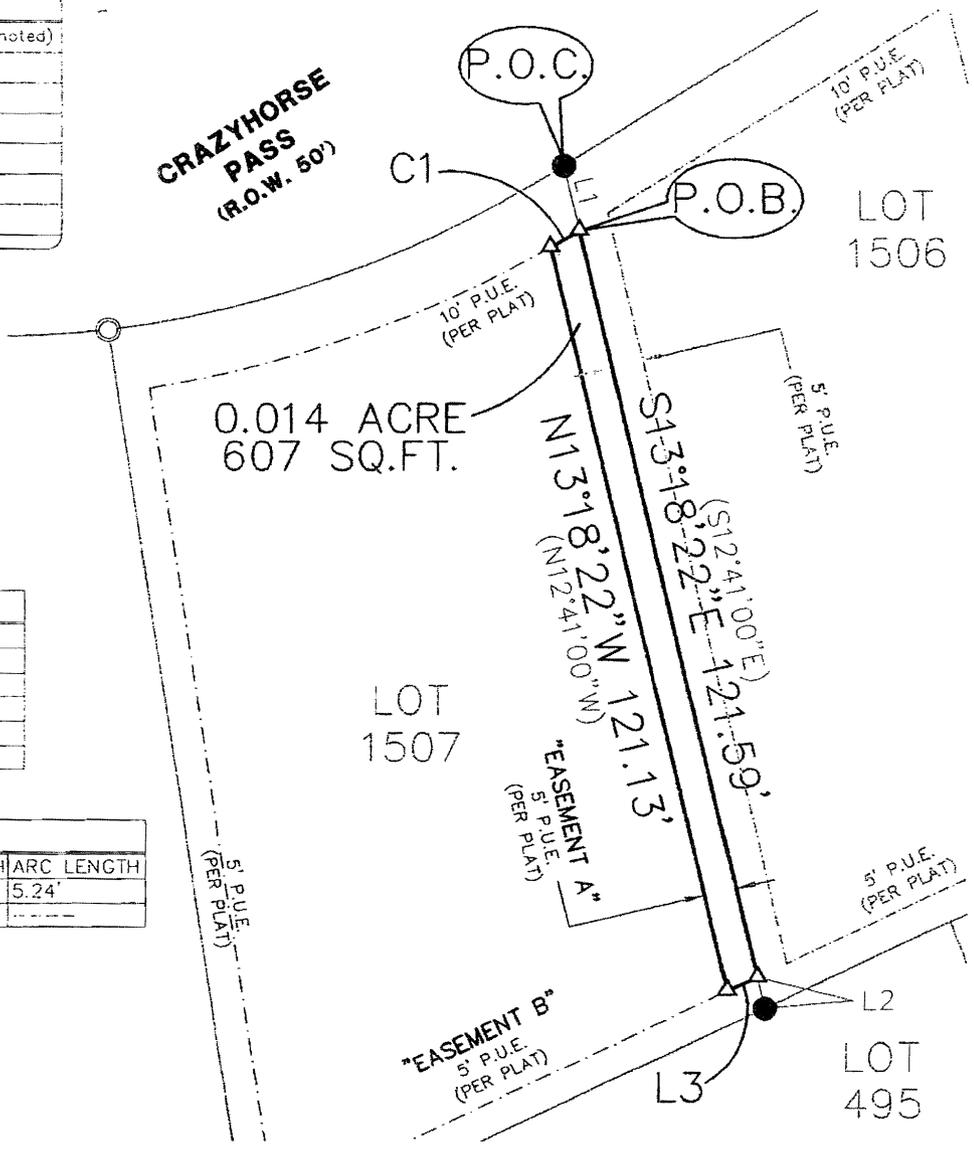
- 1) This map and the survey on which it is based have been prepared without the benefit of a title report and are not intended to reflect all easements, encumbrances or other circumstances affecting the title to the property shown hereon.
- 2) Bearings shown hereon are based on the recorded plat.

I, Paul Utterback, HEREBY CERTIFY that a survey was made on the ground of the property shown hereon; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown; that said property has access to and from a public roadway; and that this plat is an accurate representation of the property to the best of my knowledge.

Paul Utterback
 Paul Utterback, RPLS No. 5738
 Client: Carter Bruce LLC
 Date of Field Work: 06/30/2011
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eileen merritt's
ATS Engineers Inspectors & Surveyors
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 912 S CAPITAL OF TX HWY, STE 450 AUSTIN, TEXAS 78746
 (512) 328-6996 FAX: (512) 328-6996





December 3, 2012

Mr. Paul Scoggins
Transportation and Natural Resources
411 W 13th Street
PO Box 1748
Austin, Texas 78767

RE: Letter of Request to Vacate Easement

Dear Mr. Scoggins,

Carter Bruce LLC is requesting the vacate of the existing 5' PUE on either side of the common lot line of lot 1506 and 1507, Apache Shores, Section 3, Volume 50, Page 81, Austin, Texas 78734.

This request is to combine the existing two residential building lots into one large residential building lot.

Please contact Kay Coen, Project Manager for Carter Bruce LLC at:

Cell – 512-848-9375
Fax – 512-716-0841
Email: carterbrucekcoen@gmail.com

Please feel free to contact me with any questions or if I may be of any further assistance.

Thank-you.

Sincerely,

A handwritten signature in cursive script that reads "Kay Coen".

Kay Coen
Project Manager
Carter Bruce LLC

Carter Bruce LLC
6013 Marquesa Drive
Austin, Texas 78731
Office 512.531.9838 Fax 512.215.0932



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 2421 CRAZY HORSE PASS, AUSTIN TX 78734 (address) and/or LOT 1506 + 1507 APACHE CHORES SEC 3 (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
November 5, 2012

Date

Please return this completed form to:

fax: 512-716-0841
email: carterbruce@coen@gmail.com
cell: 512-848-9375

KAY COEN, AEO. MGR.
Name
CARTER BRUCE LLC
Address
6013 MARQUESSA, AUSTIN, TX
City/State/Zip

Applicant's Name:	CARTER BRUCE LLC				
Address:	6013 MARQUEESA DR				
City:	AUSTIN	State:	TX	Zip Code:	78731
Phone:	512 848 9375	Fax:	512 716 0841		
Email Address:	carterbruce@coen@gmail.com				

Office Use Only
Date received:
Agent:
Comments:

Austin Energy, Attention: Public Involvement/Real Estate Services, 721 Barton Springs
Room 102, Austin, Texas 78704-1194



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND Carter Bruce, 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 1506 and 1507, Apache Shores, Section 3, Deed of record in Document 2011158362, 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,

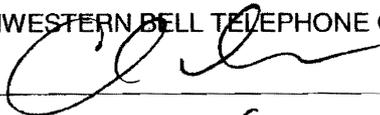
The portion of said easements to be hereby released is described as follows:

All of the 5 foot PUE along either side of the common property lines of said Lots 1506 and 1507, 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 17th day of November, 2012-

SOUTHWESTERN BELL TELEPHONE COMPANY



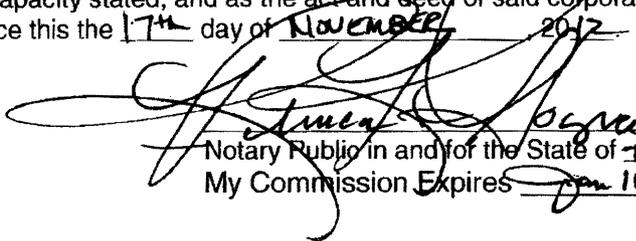
Name : Chris Cowen

Title: Manager - Engineering

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared CHRIS COWEN, 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 NOVEMBER, 2012-


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



APPLICATION FOR EASEMENT RELEASE
TO BE SENT TO AT&T Texas at
817 W. NORTH LOOP, ROOM 200, AUSTIN, TX 78756
Patti Moore 512- 870-4967, FAX 512-870-4475, Frances Freeman 512-870-4915

Application is hereby made for the release of the following easement(s) as described below:

The easement(s) is on property legally described as:

Subdivision / Section: APACHE SHORES SEC 3
Lot and Block No: LOT 1506 + 1507
Deed book volume/page or Document #: VOL 50, Pg 81, PLAT RECORDS TRAVIS CO, TX
Street Address: 2421 CRAZY HORSE PASS

Provide common description of the easement requested for release, indicating the amount of the easement to be released (provide a survey of the property with the easements to be released highlighted)

CARTER BRUCE IS REQUESTING THE 5' PIE ALONG COMMON LOT LINES OF LOT 1506 + 1507 BE REMOVED

Property Owner's Name: CARTER BRUCE
Mailing Address: 6013 MARQUESSA DR HOUSTON TX 75131
Telephone No.: ATLICE 512-531-9838 - KAY COEN 512-848-4315
(Note: if multiple owners are joining in this request, the complete names, addresses and phone numbers on each must be attached.)
APPLICANT/AGENT'S NAME: CARTER BRUCE / KAY COEN
APPLICANT'S ADDRESS: 6013 MARQUESSA DR
PHONE: 512 531 9838 FAX: 512 716 0841

The undersigned Owner/Applicant/Agent understands that the processing of this Easement Release Application will be handled in accordance with the Procedure for Requesting Release of Easements established by each utility company.

Signed by Kay Coen, Proj Mgr - CBUC
Land Owner/Applicant/Agent

To be sent to 817 W. North Loop, Room 200, Austin, TX 78756 along with survey plat of property showing easement(s), and legal description with the volume and page or the document # from recording of the property deed in County Records.



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

Lot and Block Numbers: LOTS 1506 AND 1507

Street Address: 2421 CRAZYHORSE PASS, AUSTIN, TX 78734

Property Owner: CARTER BRUCE LLC

STATEMENT

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

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

Time Warner Cable

Laurie Schumpert
Signature

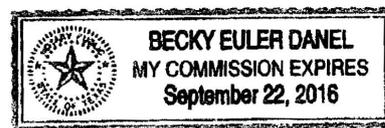
Sr. Designer
Title

State of Texas
County of Travis

This instrument was acknowledged before me on November 29, 2012 by

Laurie Schumpert

Becky Euler Danel
Notary Public



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

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

APPLICATION FOR VACATION OF EASEMENT

Please Print

Application is hereby made for the release of the following easement(s) as described below:

The easement is on property legally described as:

Subdivision: APACHE SHORES Section: 3 Block: NA

Lot Numbers: LOT 1506 + 1507

Address: 2421 CRAZY HORSE PASS, AUSTIN TX 78734
Number & Street City State Zip

As recorded in Volume 50, Page B1, of the Plat Records of Travis County, Texas

Provide common description of the easement requested for release, indicating the amount of the easement to be released:
(Example: Five foot P.U.E. & D.E. on either side of the common lot line between lots X and X).

Please provide a survey or plat of the area with the easement to be released highlighted.

5' PUE ON EITHER SIDE OF THE COMMON LOT LINE BETWEEN
1506 + 1507. PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Reason for requesting release (Example: Single Family Residence, Accessory Building, etc)

SINGLE FAMILY RESIDENCE

Please note: If multiple owners are making this request, complete name, address, phone must be provided for all.

Property Owner's name(s): CARTER BRUCE LLC

Mailing Address: 6013 MARQUESA DR, AUSTIN TX 78731
Number & Street City State Zip

Phone: 512 531 9234 KAY 512 246 9371 512 716 6841
Day Time Cell Fax

I authorize the following person/company to act in my behalf as my designated agent:

Name of agent/company: CARTER BRUCE LLC KAY COEN
Name of Company Name of Contact

Mailing Address: 6013 MARQUESA DR, AUSTIN TX 78731
Number & Street City State Zip

Phone: 512 531 9234 KAY 512 246 9371 512 716 6841
Day Time Cell Fax

The undersigned Owner/Applicant/Agent understands that the processing of the Easement Release Application will be handled in accordance with procedure for requesting release of easements established by Time Warner Cable. It is further understood that acceptance of this application does not obligate Time Warner Cable to release the subject easement

Kay Coen
Signature of Applicant/Agent Date 11/28/12

EXHIBIT " " "

ATS Job # 11062205s

Reference: Carter Bruce LLC Address: Crazyhorse Pass, Austin, Texas
 0.014 Acre (607 sq.ft.) out of Lot 1507, APACHE SHORES SECTION 3, Vol. 50, Pg. 81,
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○	COTTON SPINDLE FOUND
△	CALCULATED POINT
()	RECORD INFORMATION
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P.O.B.	POINT OF BEGINNING
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C1	185.06	IN59°19'31"E		5.24'	5.24'
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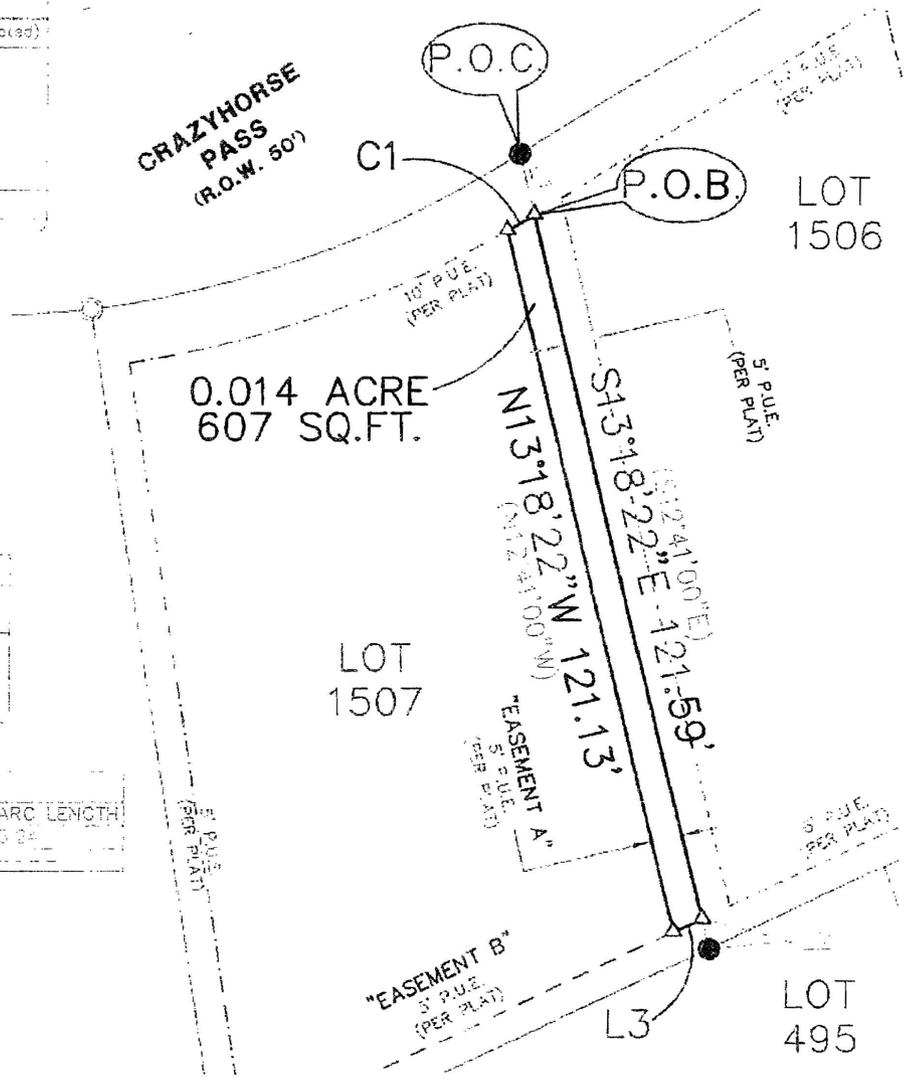
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Paul Utterback
 Paul Utterback, RPLS No. 5738
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 Date of Field Work: 06/30/2011
 Field: ZThomas
 Tech: CHenderson
 Date Drawn: 11/30/2011
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eileen meritt's
ATS Engineers Inspectors & Surveyors
 www.ats-engineers.com
 912 S CAPITAL OF TX HWY, STE 450 AUSTIN, TEXAS 78746
 (512) 328-6996
 FAX: (512) 328-6998



EXHIBIT

ATS Job # 11062205s

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LEGEND	
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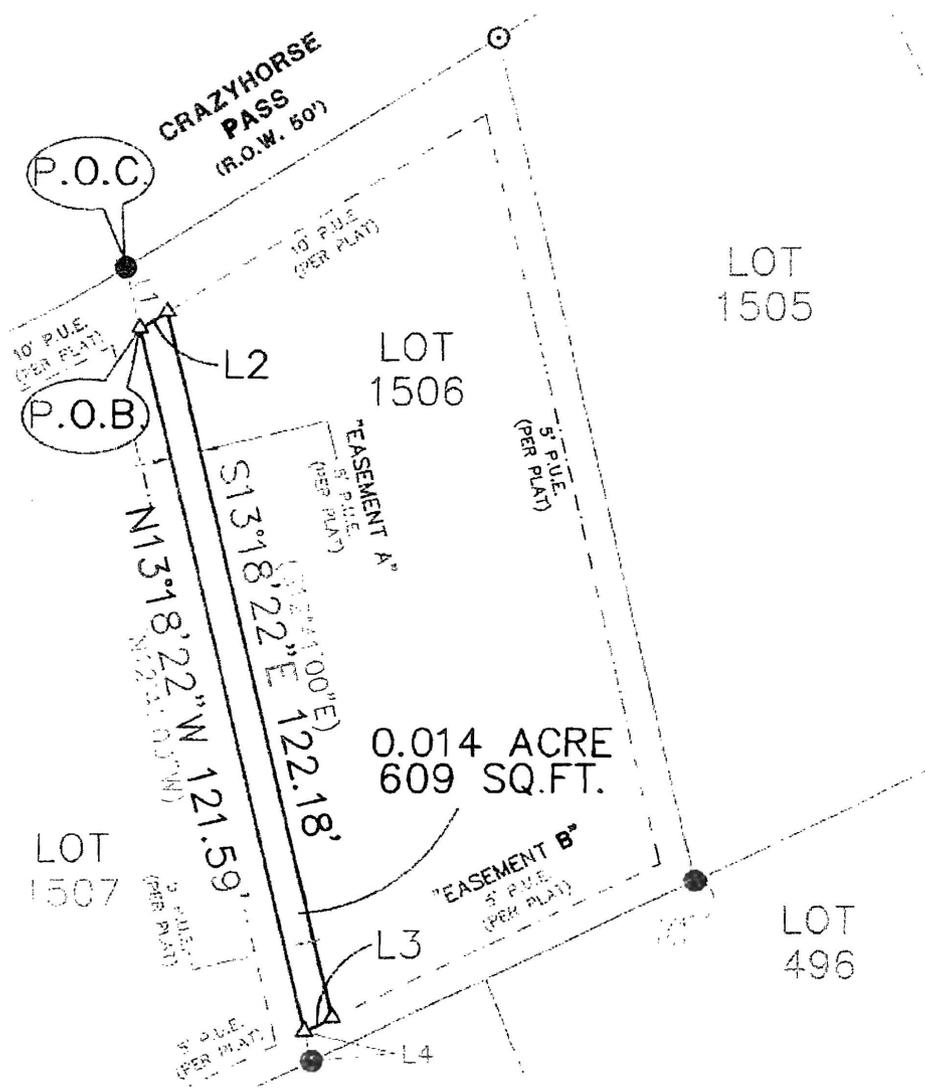


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**Engineers
 Inspectors
 & Surveyors**
 (512) 328-8985
 FAX: (512) 328-8996



TRANSPORTATION AND NATURAL RESOURCES

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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 K Marley
Reviewer: Henry Marley
10.29.12
Date

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

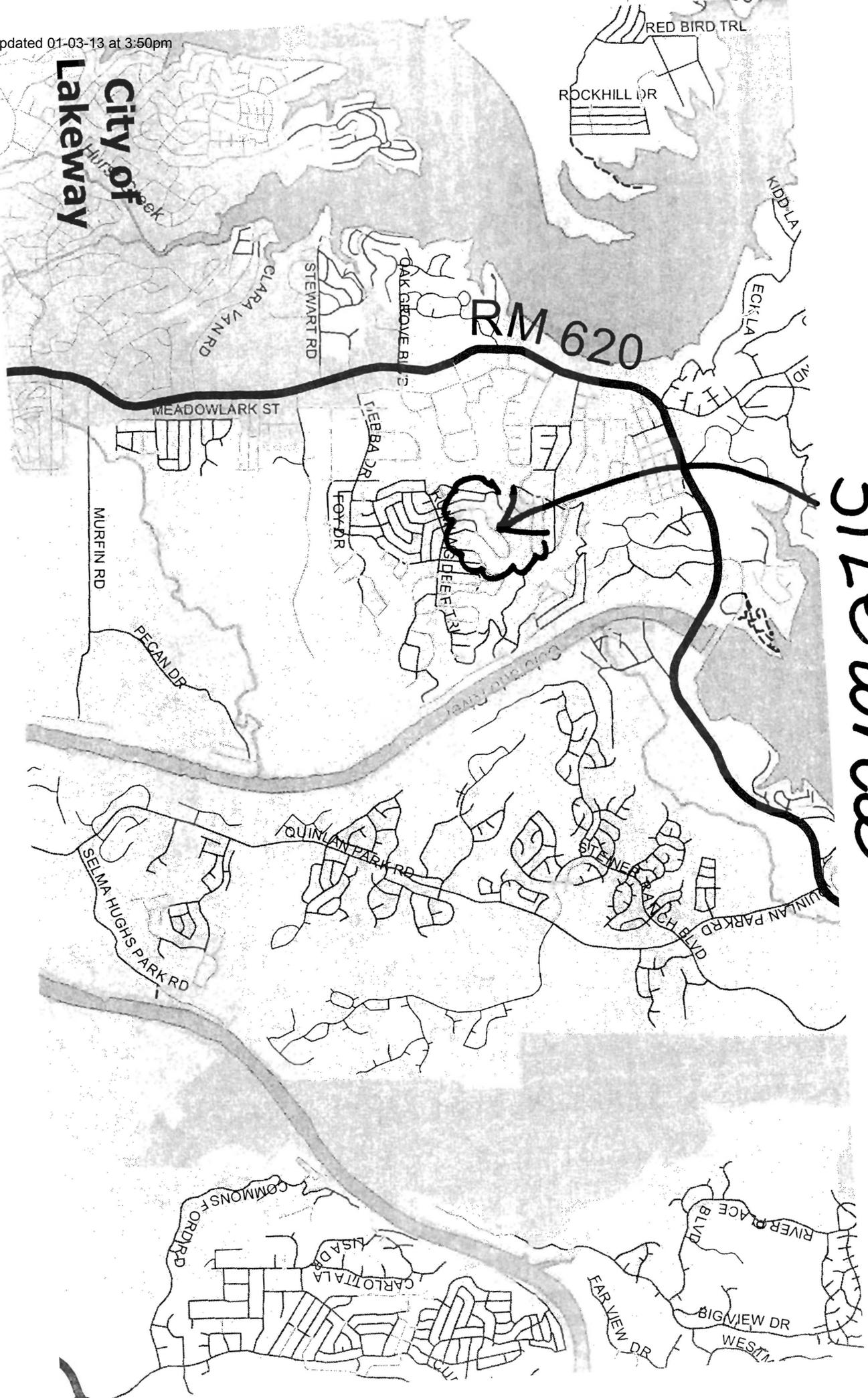
Deborah Gernes
Signature
Deborah Gernes
Printed Name
General Manager
Title
TC WCID #17
Utility Company or District
11-5-12
Date

Please return this completed form to:

fax: 512-716-0841
email: carterbruce@coen@gmail.com
cell: 512-848-9375

Kay Coen, Rec. Mgr.
Name
CARTER BRUCE LLC
Address
6013 MARQUESA AUSTIN TX
City/State/Zip
78731

**City of
Lakeway**



RM 620

Site area

RED BIRD TRL

ROCKHILL DR

KIDD LA

ECK LA

CLARA VLN RD

STEWART RD

OAK GROVE BLVD

MEADOWLARK ST

TIEBBA DR

FOY DR

WILSON BLVD

MURFIN RD

PECAN DR

QUINLAN PARK RD

SELMA HUGHS PARK RD

STEINER BLVD

BOND

RIVER PLACE BLVD

BIGVIEW DR

WEST

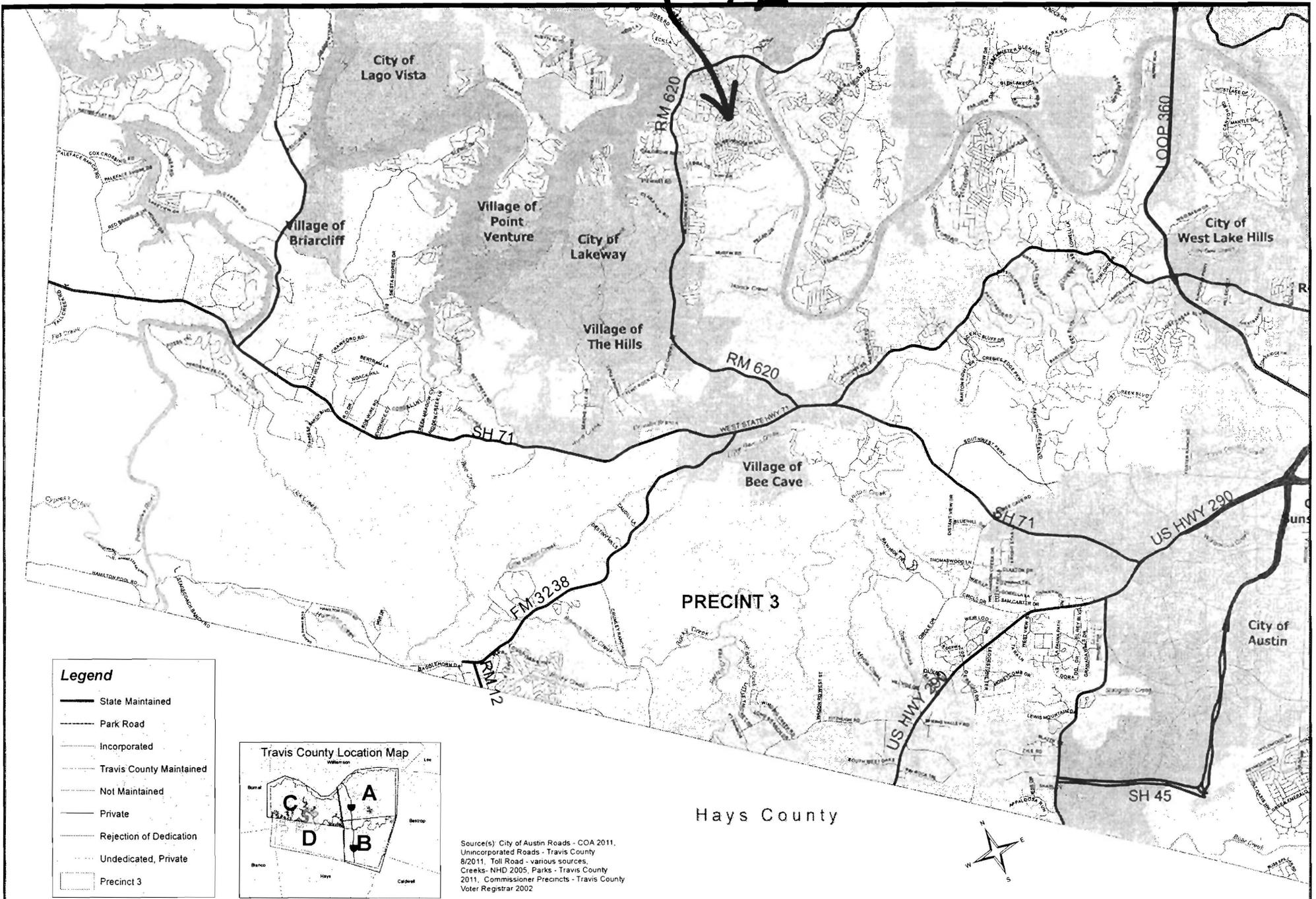
FARVIEW DR

CARLOTTA

NSAD

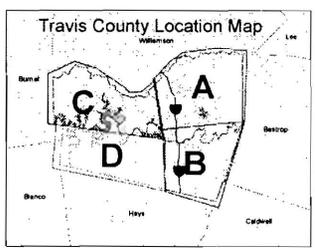
COMMONS FORD RD

Site

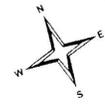


Legend

- State Maintained
- - - Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3

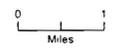


Source(s) City of Austin Roads - COA 2011,
 Unincorporated Roads - Travis County
 8/2011, Toll Road - various sources,
 Creeks - NHD 2005, Parks - Travis County
 2011, Commissioner Precincts - Travis County
 Voter Registrar 2002



Map 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