

## Item 2



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**Prepared By/Phone Number:** Michael Winn, 854-4728

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir, County Clerk

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** APPROVE PROCLAMATION TO RECOGNIZE THE IMPORTANCE OF PUBLIC AND PRIVATE PARTNERSHIPS TO THE DEMOCRATIC VOTING PROCESS AND COMMEND THE COMMITMENT OF RETAILERS RANDALLS, FIESTA, AND HEB AS VITAL TO ELECTIONS IN TRAVIS COUNTY TEXAS

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** SEE ATTACHED PROCLAMATION

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

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

WHEREAS, free and fair elections are the cornerstone of democratic government, and

WHEREAS, when voters cast their ballots, they are literally sharing in the decisions of government, and

WHEREAS, true democracy depends on both the right to vote and on voter participation, and

WHEREAS, convenient access to a polling place raises awareness, promotes interest and enthusiasm, and encourages well-directed participation in the political process, and

WHEREAS, the participation and partnership with local companies, Randalls, Fiesta, and HEB is an integral part of the democratic process for Travis County's voters and elected officials, and

WHEREAS, the companies' willingness to allow the use of their stores for election polling sites demonstrate their dedication to democracy, and

WHEREAS, by donating their facilities, resources and time to host polling locations gives more voters the opportunity to vote

NOW, THEREFORE, BE IT RESOLVED BY THE TRAVIS COUNTY COMMISSIONERS COURT THAT WE PROUDLY RECOGNIZE THE IMPORTANCE OF PUBLIC AND PRIVATE PARTNERSHIPS TO THE DEMOCRATIC VOTING PROCESS AND COMMEND THE COMMITMENT OF RETAILERS RANDALLS, FIESTA, AND HEB AS VITAL TO ELECTIONS IN TRAVIS COUNTY TEXAS

SIGNED AND ENTERED THIS 5<sup>th</sup> DAY OF MARCH 2013.

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

\_\_\_\_\_  
RON DAVIS  
COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
SARAH ECKHARDT  
COMMISSIONER, PRECINCT 2

\_\_\_\_\_  
GERALD DAUGHERTY  
COMMISSIONER, PRECINCT 3

\_\_\_\_\_  
MARGARET J. GOMEZ  
COMMISSIONER, PRECINCT 4

## Item 4



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**Prepared By/Phone Number:** Melissa Velasquez, County Judge's Office  
**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe, County Judge  
**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### **AGENDA LANGUAGE:**

Approve Proclamation declaring March 23, 2013 as "Austin Contractors and Engineers Association Day" in Travis County.

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

The Greater Austin Contractors and Engineers Association is celebrating its 30<sup>th</sup> anniversary and has asked that the Commissioners Court proclaim Saturday, March 23, 2013 as "Austin Contractors and Engineers Association Day" in Travis County.

### **STAFF RECOMMENDATIONS:**

Recommend approval.

### **ISSUES AND OPPORTUNITIES:**

n/a

### **REQUIRED AUTHORIZATIONS:**

n/a

# *Proclamation*



**WHEREAS,** the Austin Contractors & Engineers Association (ACEA) was formed in 1983 and is steadfastly committed to the design and development of the Central Texas infrastructure;

**WHEREAS,** the mission of ACEA is to promote the business interests of local engineers who design our streets, roads, utilities and drainage facilities, the contractors who build them and the businesses that provide supplies, equipment and services, while building strong relationships with local cities, counties and state governmental entities; and

**WHEREAS,** ACEA will celebrate its 30<sup>th</sup> Anniversary with a banquet on March 23, 2013, at Brazos Hall from 7:00 p.m. to Midnight.

**NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT,** do hereby proclaim March 23, 2013 as

**“Austin Contractors and Engineers Association Day”**

in Travis County, Texas and urge all residents to raise awareness and participate in this observance and appreciation.

Signed and entered this 5<sup>th</sup> day of March, 2013.

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SAMUEL T. BISCOE  
Travis County Judge

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RON DAVIS  
Commissioner, Pct. 1

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SARAH ECKHARDT  
Commissioner, Pct. 2

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GERALD DAUGHERTY  
Commissioner, Pct. 3

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MARGARET J. GÓMEZ  
Commissioner, Pct. 4

## Item 5



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**Prepared By/Phone Number:** Victoria Rogers/854-5908

**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:**

APPROVE PROCLAMATION RECOGNIZING THE MONTH OF MARCH 2013 AS "PROFESSIONAL SOCIAL WORK MONTH" IN TRAVIS COUNTY.

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

Naming March 2013 as "Professional Social Work Month" in Travis County provides an opportunity to recognize social workers and thank them for their work throughout Travis County. Social workers work for the County in positions in the Courts, Health and Human Services, Juvenile Justice, Adult Probation and other departments. The social work profession has been instrumental in achieving civil rights and human rights advances in the United States and across the globe for more than a century and continues to be instrumental in improving services across all disciplines. The primary mission of social work is to enhance human well-being and help meet the basic needs of all people, especially the most vulnerable. Social workers recognize the value of using personal strengths and self-advocacy to navigate life challenges. Travis County Commissioners Court has issued Social Work Month proclamations in past years and recognized social workers who are employees.

### **STAFF RECOMMENDATIONS:**

Staff recommends the approval of the proclamation in recognition of Social Work Month.

### **ISSUES AND OPPORTUNITIES:**

Citizens who have had their lives impacted in meaningful ways by Travis County social workers will have the opportunity to speak about what the profession has done for them during public comment time.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**REQUIRED AUTHORIZATIONS:**

None.

# Travis County Commissioners Court



# Proclamation

WHEREAS, the primary mission of Social Work is to enhance the well-being and meet the basic needs of all people, especially our most vulnerable, through programs and services provided as essential elements; and for over 100 years Social Workers have helped America's leader weave the nation's social safety net;

WHEREAS, every day Social Workers address the emotional, psychological, economic and/or physical needs of millions of people

WHEREAS, Social Workers help clients use their strengths, resilience, and self-advocacy to navigate life challenges; they help people function better in their environments, improve their relationships with others, and solve personal and family problems through a wide range of psychosocial services; and assist individuals and families in every stage of life; from all communities

WHEREAS, Social Workers advocate for fairness and access to resources that benefit most people;

WHEREAS, Social Work is currently one of the fastest growing professions in the United States:

WHEREAS, more than 650,000 trained Social Workers are employed in many different organizations and industries including private and public agencies, hospices and hospitals, schools and universities, businesses and foundations, government organizations, military branches, and veterans centers, as well as national and local public elected offices;

WHEREAS, Social Workers celebrate the courage, strength, and determination of the human spirit, and work to empower others to hope, dream and believe in their own potential.

NOW, THEREFORE, BE IT PROCLAIMED BY THE TRAVIS COUNTY COMMISSIONERS COURT THAT ALL RESIDENTS OF TRAVIS COUNTY ARE URGED TO JOIN THE NATIONAL ASSOCIATION OF SOCIAL WORKERS IN CELEBRATION AND SUPPORT OF THE SOCIAL WORK PROFESSION BY OBSERVING MARCH 2013 AS

## **"PROFESSIONAL SOCIAL WORK MONTH"**

IN TRAVIS COUNTY FOR THE COMMITMENT AND DEDICATION THAT OUR PROFESSIONAL SOCIAL WORKERS PROVIDE OUR COMMUNITY.

SIGNED AND ENTERED THIS 5<sup>TH</sup> DAY OF MARCH, 2013.

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

\_\_\_\_\_  
RON DAVIS  
COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
SARAH ECKHARDT  
COMMISSIONER, PRECINCT 2

\_\_\_\_\_  
GERALD DAUGHERTY  
COMMISSIONER, PRECINCT 3

\_\_\_\_\_  
MARGARET J. GÓMEZ  
COMMISSIONER, PRECINCT 4

## Item 6



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 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. 8 to Renew FY2013 Contract No. 4400000683 (HTE Contract No. PS080113RE) with Encompass Medical Management, Inc. for Evaluation Services.

### ➤ **Purchasing Recommendation and Comments**

Travis County HHS & VS is requesting the FY2013 Renewal of the Encompass Medical Management contract for the provision of gathering and evaluating program data for the Parenting in Recovery project. The data assessment is in accordance with the Parenting in Recovery Grant from the U.S. Department of Health and Human Services.

Modification No. 8 will renew the contract an additional term from September 30, 2012 through September 30, 2013. The not to exceed amount for this contract is \$85,000. This renewal was previously approved on the September 25, 2012 Court Agenda, Item No. 35 to prevent contract expiration, as they were not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and funding. The agreements are now finalized and are being presented to the Court for signature.

Modification No. 7 renewed the agreement from September 30, 2011 through September 29, 2012 and the not to exceed contract amount was \$22,500; in addition to adding Attachments A – F to the contract.

Modification No. 6 modified Exhibit 1 and increased the contract funds by an amount of \$7,000 from \$23,500 to a new contract total of \$30,500.

Modification No. 5 renewed the agreement from September 30, 2010 through September 29, 2011 and the not to exceed contract amount was

ID# 8169

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\$23,500; in addition to adding Attachments A, C, D, E and F to the contract.

Modification No. 4 renewed the agreement from September 30, 2009 through September 29, 2010 and the not to exceed amount was \$33,500; in addition to adding Attachment A to the contract.

Modification No. 3 increased the contract funds from \$43,500 to \$66,500, an increase of \$23,000; in addition to adding Attachment A-09 to the contract.

Modification No. 2 renewed the agreement from September 30, 2008 through September 29, 2009 and the not to exceed amount was \$43,500; in addition to adding Attachment A-09 to the contract.

Modification No. 1 increased the contract funds from \$59,000 to \$73,000, an increase of \$14,000; in addition to adding Attachment A-1 as Exhibit 1 to the contract.

➤ **Contract Expenditures:**

Within the last 12 months \$0 has been spent against this contract/ requirement.

➤ **Contract-Related Information:**

Award Amount: \$59,000

Contract Type: Professional Services

Contract Period: March 1, 2008 through September 30, 2008

➤ **Contract Modification Information:**

Modification Amount: \$85,000

Modification Type: Bilateral

Modification Period: September 30, 2012– September 29, 2013

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

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

ID# 8169

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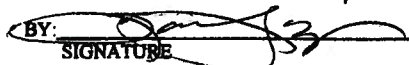
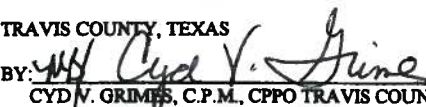
- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Shopping Cart/Funds Reservation in SAP:
- Funding Account(s): 511890
- Comments: Grant No. 800079, I/O No. 100148

ID# 8169

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<b>MODIFICATION OF CONTRACT NUMBER: 4400000683 (PS080113RE) – Evaluation Services</b>		<b>Page 1 of 29</b>
ISSUED BY: <b>PURCHASING OFFICE</b> 700 Lavaca, Suite 800 Austin, Texas 78701	PURCHASING AGENT ASST: <b>Shannon Pleasant</b> TEL. NO: (512) 854-1181 FAX NO: (512) 854-9185	DATE PREPARED: <b>February 11, 2013</b>
ISSUED TO: <b>Encompass Medical Management, Inc.</b> 8009 Dark Valley Cove Austin, TX 78737	MODIFICATION NO.:  <b>8</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>March 1, 2008</b>
ORIGINAL CONTRACT TERM DATES: <del>March 1, 2008 – September 29, 2008</del>		CURRENT CONTRACT TERM DATES: <b>September 30, 2012 – September 29, 2013</b>
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$ <del>59,000</del> Current Modified Amount \$ <b>85,000</b>		
<p><b>DESCRIPTION OF CHANGES:</b> 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.</p> <p>The above-referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:</p> <ol style="list-style-type: none"> <li>1. The Agreement is renewed for an additional twelve- month period, from September 30, 2012 through September 29, 2013</li> <li>2. Contract funds for this renewal period shall not exceed \$85,000.</li> </ol>		
<p>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.</p>		
<p>Note 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.</p>		
LEGAL BUSINESS NAME: <u>Encompass Medical Management</u> BY: <u></u> SIGNATURE BY: <u>SANNA THOMPSON</u> PRINT NAME TITLE: <u>CHIEF FINANCIAL OFFICER</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <u>2-12-2013</u>	
TRAVIS COUNTY, TEXAS BY: <u></u> CYD V. GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT	DATE: <u>2/20/13</u>	
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____	

**2013 RENEWAL AND AMENDMENT OF CONTRACT BETWEEN**  
**TRAVIS COUNTY AND**  
**ENCOMPASS MEDICAL MANAGEMENT, INC. FOR**  
**EVALUATION SERVICES**  
**(Parenting In Recovery Grant Funds)**

This 2013 Renewal and Amendment of Contract ("2013 Renewal") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Encompass Medical Management, Inc. ("Consultant").

**RECITALS**

County and Consultant 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 March 1, 2008, and terminated on September 29, 2008 ("Initial Term").

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

The Contract provides for renewal and/or amendment of the agreement by the written agreement of the Parties.

The Parties have previously agreed to extend the Contract for additional one-year terms continuing through the current term which began September 30, 2011, and continues through September 29, 2012 ("2012 Renewal Term").

The Travis County Commissioners Court has previously approved the contract funds necessary for this Contract and the continuation of this Contract for the 2013 Renewal Term.

The Parties desire to amend the Contract to make certain changes to the Contract and to renew the Contract for an additional one year 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 CONTRACT TERM**

1.1 **2013 Renewal Term**. The Parties agree to renew the Contract for an additional one-year term beginning September 30, 2012, and continuing through September 29, 2013 ("2013 Renewal Term"), unless earlier terminated by the Parties pursuant to the terms of the Contract.

**2.0 STATEMENT OF SERVICES TO BE PROVIDED**

2.1 **Attachments**. The Parties agree to amend Section 3.3, "Attachments," as to the 2013 Renewal Term by adding the following:

2.1.1 Attachment A-2013                      "2013 Renewal Term Description of Services to be Performed and Basis for Calculating Reimbursable

		Costs
2.1.2	Attachment C-2013	"2013 Renewal Term Public Policy Requirements"
2.1.3	Attachment D-2013	"2013 Ethics Affidavit"
2.1.4	Attachment E-2013	"Insurance Requirements"
2.1.5	Attachment F-2013	"2013 Grant Requirements and Forms"
	(i)	Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption (Common Rule)
	(ii)	Assurances - Non-Construction Programs
	(iii)	Disclosure of Lobbying Activities
	(iv)	Certification Regarding Debarment, Suspension and Other Responsibility Matters
	(v)	Certification Regarding Drug-Free Workplace Requirements
	(vi)	Certification Regarding Environmental Tobacco Smoke
	(vii)	Certification Regarding Maintenance of Effort

2.2 **Exhibit 1.** The above attachments are included in this 2013 Renewal as Exhibit 1, and hereby made a part of this Contract, constituting promised performance by the Parties in accordance with the terms of this Contract, as amended. All attachments not changed in this 2013 Renewal remain in full force and effect.

2.3 **Attachment B, "Parenting in Recovery Grant Application ("Grant")"**. The Parties agree that Attachment B of the original Contract (Section 3.3.2) refers to the Grant application filed annually by County for Grant activities related to this Contract. That Grant application is filed each year by County, with the applicable terms included in this Contract by execution of this 2013 Renewal. County will make available to Consultant a copy of the 2013 Grant application upon request.

### 3.0 **FINANCIAL OBLIGATIONS**

3.1 **Maximum Funds.** The Parties agree to amend Section 4.1, "Maximum Funds," by adding the following:

4.1 - 2013 - **2013 Renewal Term Maximum Funds.** In consideration of full and satisfactory performance of the services and activities provided by Consultant under the terms of this Contract during the 2013 Renewal Term, County shall provide Contract Funds in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000.00) unless and until that amount is changed by the Commissioners Court through written amendment to this Contract. Consultant agrees that this amount is sufficient to complete the tasks agreed to under the terms of this Contract and that Consultant will complete those tasks within the amount specified in this Contract.

### 4.0 **INCORPORATION**

4.1 County and Consultant hereby incorporate this 2013 Renewal into the Contract, and the Contract, into this 2013 Renewal, and hereby ratify all terms and conditions of the Contract as amended. The Contract, with the changes made in this 2013 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

### 5.0 **EFFECTIVE DATE**

5.1 This 2013 Renewal shall be effective September 30, 2012, when fully executed by the Parties.

**EXHIBIT 1**

Modification No. 8  
Contract No. PS080113RE

**ATTACHMENT A**  
**2013 RENEWAL TERM DESCRIPTION OF SERVICES TO BE PERFORMED AND**  
**PPIC-11139**  
**BASIS FOR CALCULATING REIMBURSABLE COSTS**

**Encompass Medical Management**

ACTIVITY	Contract Hours	Hourly Rate	
<b>Encompass Medical Management - Database Development Activities</b>			
Modify web-based database for entry of data required by grantor; include various drop-down menu items that conform to the federal indicator criteria and match the indicator criteria to the federal data dictionary requirements. Also determine best method of data entry for additional child indicators associated with standardized measures.	130	100	13,000
Develop connection with DPS to gather data on criminal history	20	100	2,000
Refine interfaces between PIR and DFPS databases to allow data to be uploaded to federal database that tracks grant evaluation component	18	100	1,800
Develop data structure for cost/benefit analysis and manage data	50	100	5,000
<b>Total</b>			<b>21,800</b>
<b>Encompass Medical Management - Ongoing Database Evaluation Activities</b>			
Manage data connections and data feeds from CPS state databases in the PIR access database for all reports	25	100	2,500
Warehouse the data in secure data repository and HIPAA compliant site	25	100	2,500
Conduct on-going security checks of data and data sources	25	100	2,500
Administration of data privacy and validity for HIPAA and confidentiality	25	100	2,500
Ongoing consulting to evaluator on data management	25	100	2,500
Develop XML mapping process and validity checks to meet federal data requirements	20	100	2,000
Upload program data to federal data repositories for semi-annual reports	25	100	2,500
<b>Total</b>			<b>17,000</b>
<b>Encompass Medical Management - Ongoing Program Evaluation Activities</b>			
Monitor/modify data collection plan with designated federal and local performance indicators	20	100	2,000
Meet with federal program officers and liaison at national meetings and on-site; provide information to these individuals concerning the evaluation status as requested	20	100	2,000
Continue Institutional Review Board Human Subjects Protection activities, including application to IRB, maintenance of IRB protocols, consent forms, strategies to recruit, monitoring of the informed consent process	40	100	4,000
Training activities, such as training in new assessment instruments, data entry into web-based database, and training research assistant in data needed for control group	15	100	1,500
Develop and conduct cost/benefit analysis & develop and conduct case study	75	100	7,500
Assist in developing semi-annual & annual reports on federal and local indicators	30	100	3,000
Interface with database developers as needed	30	100	3,000
Supervise research assistant and provide oversight of data collection	50	100	5,000
Travel to federal meetings in Washington, D.C. twice per year			3,200
<b>Total</b>			<b>31,200</b>
<b>Research Assistant - part-time - 15 hours / week</b>			
Work with project director to collect all "missing data" from previous years in database	300	15	4,500
Conduct qualitative interviews with individual program participants	100	15	1,500
Ongoing monitoring of web-based database to ensure data gathered from project partners throughout the year in correct formats	50	15	750
Data collection and data entry from all partner databases	100	15	1,500
Develop tracking system for data, with special concentration on collecting control group data at pre- and post-testing	50	15	750
Modify current SPSS databases for use with Excel and Web-based database for data analysis	100	15	1,500
Assist in developing semi-annual & annual reports on federal and local indicators	100	15	1,500
Assist developing final reports to grantor	100	15	1,500
Assist in developing cost/benefit analysis	100	15	1,500
<b>Total</b>			<b>15,000</b>
<b>Grand Total</b>			<b>85,000</b>

**ATTACHMENT C**  
**2013 RENEWAL TERM PUBLIC POLICY REQUIREMENTS**

**Acknowledgement of Federal Funding**

As required by U.S. Department of Health and Human Services (HHS) appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

**Activities Abroad**

HHS recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Age Discrimination Act of 1975**

The Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

**Civil Rights Act of 1964 (Title VI)**

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

**Confidentiality of Patient/Client Records**

Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes. The covered records are those that include the identity, diagnosis, prognosis, or treatment of any patient maintained in connection with any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research that is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States. This requirement is implemented in 42 CFR part 2.

**Controlled Substances**

Grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances



**ATTACHMENT C**  
**2013 RENEWAL TERM PUBLIC POLICY REQUIREMENTS**

Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

**Education Amendments of 1972 (Title IX)**

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

**Hatch Act**

The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321-7328) and State or local officers or employees (5 U.S.C. 1501-1528). "State or local officer or employee" means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.)

**Health Insurance Portability and Accountability Act (HIPAA)**

The "Standards for Privacy of Individually Identifiable Health Information" (the Privacy Rule) implement the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d *et seq.*, which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS's OCR and is codified at 45 CFR parts 160 and 164. Not all HHS recipients are subject to the Privacy Rule. The Privacy Rule applies only to "covered entities," as defined by the rule, which include health plans and most health-care providers.

The OCR Web site (<http://www.hhs.gov/ocr/hipaa>) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. An educational booklet, *Protecting Health Information in Research: Understanding the HIPAA Privacy Rule*, is available through OCR's Web site and at <http://privacyruleandresearch.nih.gov/>. That

**ATTACHMENT C**  
**2013 RENEWAL TERM PUBLIC POLICY REQUIREMENTS**

Web site also includes other educational materials approved by OCR and the HHS Office of the General Counsel.

**Limited English Proficiency**

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at <http://www.hhs.gov/ocr/lep/revisedlep.html>, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

**Pro-Children Act**

The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, 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 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

**Rehabilitation Act of 1973 (Section 504)**

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

**ATTACHMENT C**  
**2013 RENEWAL TERM PUBLIC POLICY REQUIREMENTS**

**Resource Conservation and Recovery Act**

Under RCRA (42 U.S.C. 6901 *et seq.*), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

**Restriction on Abortions**

HHS funds may not be spent for an abortion.

**Restriction on Distribution of Sterile Needles**

Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

**Uniform Relocation Assistance and Real Property Acquisition Policies Act**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

**U.S. Flag Air Carriers**

Recipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see [http://www.gsa.gov/gsa/cm\\_attachments/GSA\\_DOCUMENT/110304\\_FTR\\_R2QA53\\_OZ5RDZ-i34K-pR.pdf](http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_OZ5RDZ-i34K-pR.pdf)). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

**ATTACHMENT C**  
**2013 RENEWAL TERM PUBLIC POLICY REQUIREMENTS**

**USA Patriot Act**

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see “Public Health Security and Bioterrorism Preparedness and Response Act”).

**Public Health Security and Bioterrorism Preparedness and Response Act**

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at <http://www.cdc.gov/od/ohs/biosfty/shipregs.htm>.

**Retention and access requirements for records**

Sub-recipient shall comply with retention and access requirements for records as codified in 45 CFR 92.42.

**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 2-12-2013  
Name of Affiant: SANNA THOMPSON  
Title of Affiant: CHIEF FINANCIAL OFFICER  
Business Name of Proponent: ENCOMPASS MEDICAL MANAGEMENT  
County of Proponent: TRAVIS

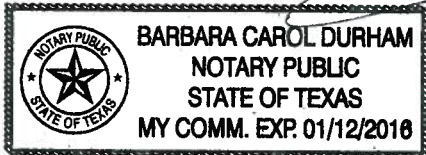
Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "2".
5. Affiant has personally read Exhibit "2" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "2" 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]  
Signature of Affiant  
8009 DALL VALLEY COVE AUSTIN, TX 78737  
Address

SUBSCRIBED AND SWORN TO before me by SANNA THOMPSON on FEB 15, 2013.

[Signature]  
BARBARA CAROL DURHAM  
Notary Public, State of TEXAS



Typed or printed name of notary  
My commission expires: 01-12-2016

**EXHIBIT 2**  
**LIST OF KEY CONTRACTING PERSONS**  
**January 16, 2013**

**CURRENT**

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

Purchasing Agent Assistant IV .....CW Bruner, CTP  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV .....Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant IV .....Patrick Strittmatter  
 Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV .....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Loren Breland, CPPB  
 Purchasing Agent Assistant IV .....John E. Pena, CTPM  
 Purchasing Agent Assistant IV .....Rosalinda Garcia  
 Purchasing Agent Assistant IV .....Angel Gomez\*  
 Purchasing Agent Assistant III .....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III .....David Walch  
 Purchasing Agent Assistant III .....Michael Long, CPPB  
 Purchasing Agent Assistant III .....Nancy Barchus, CPPB  
 Purchasing Agent Assistant III .....Jesse Herrera, CTP, CTPM, CTCM\*  
 Purchasing Agent Assistant III .....Sydney Ceder\*  
 Purchasing Agent Assistant III .....Vacant  
 Purchasing Agent Assistant II .....Vacant  
 Purchasing Agent Assistant II .....L. Wade Laursen\*  
 Purchasing Agent Assistant II .....Sam Francis\*  
 HUB Coordinator .....Sylvia Lopez  
 HUB Specialist .....Betty Chapa  
 HUB Specialist .....Jerome Guerrero  
 Purchasing Business Analyst .....Scott Worthington  
 Purchasing Business Analyst .....Jennifer Francis

**FORMER EMPLOYEES**

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

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

## 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.

**Protection of Human Subjects  
 Assurance Identification/IRB Certification/Declaration of Exemption  
 (Common Rule)**

*Policy:* Research activities involving human subjects may not be conducted or supported by the Departments and Agencies adopting the Common Rule (56FR28003, June 18, 1991) unless the activities are exempt from or approved in accordance with the Common Rule. See section 101(b) of the Common Rule for exemptions. Institutions submitting applications or proposals for support must submit certification of appropriate Institutional Review Board (IRB) review and approval to the Department or Agency in accordance with the Common Rule.

Institutions must have an assurance of compliance that applies to the research to be conducted and should submit certification of IRB review and approval with each application or proposal unless otherwise advised by the Department or Agency.

1. Request Type <input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> CONTINUATION <input type="checkbox"/> EXEMPTION	2. Type of Mechanism <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/> FELLOWSHIP <input type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> OTHER: _____	3. Name of Federal Department or Agency and, if known, Application or Proposal Identification No.  <i>Administration for Children &amp; Families</i>
4. Title of Application or Activity  <i>Parenting in Recovery - II</i>		5. Name of Principal Investigator, Program Director, Fellow, or Other  <i>Travis County - Laura Peveto</i>


6. Assurance Status of this Project (Respond to one of the following)

- This Assurance, on file with Department of Health and Human Services, covers this activity:  
 Assurance Identification No. \_\_\_\_\_, the expiration date \_\_\_\_\_ IRB Registration No. \_\_\_\_\_
- This Assurance, on file with (agency/dept) *University of Texas at Austin*, covers this activity.  
 Assurance No. *2007-12-0085*, the expiration date *1-16-2014* IRB Registration/Identification No. \_\_\_\_\_ (if applicable)
- No assurance has been filed for this institution. This institution declares that it will provide an Assurance and Certification of IRB review and approval upon request.
- Exemption Status: Human subjects are involved, but this activity qualifies for exemption under Section 101(b), paragraph \_\_\_\_\_.

7. Certification of IRB Review (Respond to one of the following IF you have an Assurance on file)

- This activity has been reviewed and approved by the IRB in accordance with the Common Rule and any other governing regulations.  
 by:  Full IRB Review on (date of IRB meeting) \_\_\_\_\_ or  Expedited Review on (date) *1-6-2013*  
 If less than one year approval, provide expiration date \_\_\_\_\_
- This activity contains multiple projects, some of which have not been reviewed. The IRB has granted approval on condition that all projects covered by the Common Rule will be reviewed and approved before they are initiated and that appropriate further certification will be submitted.

8. Comments

9. The official signing below certifies that the information provided above is correct and that, as required, future reviews will be performed until study closure and certification will be provided.	10. Name and Address of Institution  <i>Encompass Medical Management          8009 Dark Valley Cove          Austin, TX 78737</i>
11. Phone No. (with area code) <i>(512) 731-1679</i>	15. Title  <i>Chief Financial Officer</i>
12. Fax No. (with area code) <i>(512) 857-0786</i>	
13. Email: <i>SannaThompson@gmail.com</i>	
14. Name of Official  <i>Sanna Thompson</i>	17. Date  <i>2-12-2013</i>
16. Signature  	17. Date

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Sponsored by HHS

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 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. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

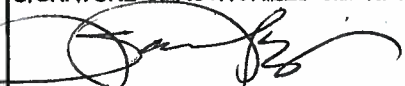
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**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 cost) 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 standards 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 19 statutes or regulations specified in Appendix A of OPM's Standards 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 nondiscrimination 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 Titles 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, as applicable, with 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 wetlands 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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 108 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 Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Chief Financial Officer</i>
APPLICANT ORGANIZATION <i>Encompass Medical Management</i>	DATE SUBMITTED <i>January 14, 2013</i>

CERTIFICATION REGARDING LOBBYING | Administration for Children and Families Page 1 of 2

U.S. Department of Health & Human Services



Search

HOME ABOUT HELP FOR YOU & YOUR FAMILY PROGRAMS INITIATIVES & PRIORITIES GRANTS DATA & REPORTS NEWS & EVENTS

ACF Home » CERTIFICATION REGARDING LOBBYING

### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Was this page helpful?

The undersigned certifies, to the best of his or her knowledge and belief, that:

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title Chief Financial Officer

Organization Encompass Medical Management

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure.)

Approved by OMB  
 0348-0048

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input 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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known :  Congressional District, if known : 4c		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known :
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known :</b>	<b>9. Award Amount, if known :</b> \$	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11.</b> 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 Bar above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information 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: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (LOWER TIER)

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ACF Home > CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (LOWER TIER)

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (LOWER TIER)

Was this page helpful?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions**  
Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER REMEDIES... Page 2 of 2**

person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions**

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1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Home**

**About**

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Vision, Mission & Values

Leadership

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Budget

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Strategic Plan

**Help for You & Your Family**

**Programs**

By Topic

By Office

By Region

**Initiatives & Priorities**

**Grants**

Funding Opportunities

How to Apply for a Grant

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# CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

U.S. Department of Health & Human Services



Search

HOME ABOUT HELP FOR YOU & YOUR FAMILY PROGRAMS INITIATIVES & PRIORITIES GRANTS DATA & REPORTS NEWS & EVENTS

ACF Home > CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart F, Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

YES  NO

### Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantees is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

*Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through

# CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

1308.15);

*Conviction* means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

*Employee* means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

## Certification Regarding Drug-Free Workplace Requirements

### Alternate i. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS** Page 3 of 3

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

8009 DARK VALLEY COVE  
AUSTIN, TX 78737

Check if there are workplaces on file that are not identified here.

**Alternate II. (Grantees Who Are Individuals)**

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21702, May 25, 1990]

<a href="#">Home</a>	<a href="#">About</a>	<a href="#">Help for You &amp; Your Family</a>	<a href="#">Initiatives &amp; Priorities</a>
	<a href="#">What We Do</a>		<a href="#">Grants</a>
	<a href="#">Vision, Mission &amp; Values</a>	<a href="#">Programs</a>	<a href="#">Funding Opportunities</a>
	<a href="#">Leadership</a>	<a href="#">By Topic</a>	<a href="#">How to Apply for a Grant</a>
	<a href="#">Offices</a>	<a href="#">By Office</a>	<a href="#">Forms</a>
	<a href="#">Budget</a>	<a href="#">By Region</a>	<a href="#">Terms and Conditions</a>
	<a href="#">Jobs &amp; Contracts</a>		<a href="#">Data &amp; Reports</a>
	<a href="#">Strategic Plan</a>		<a href="#">News &amp; Events</a>

# CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE Page 1 of 1

U.S. Department of Health & Human Services



Search

[HOME](#) [ABOUT](#) [HELP FOR YOU & YOUR FAMILY](#) [PROGRAMS](#) [INITIATIVES & PRIORITIES](#) [GRANTS](#) [DATA & REPORTS](#) [NEWS & EVENTS](#)

[ACF Home](#) > [CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE](#)

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Was this page helpful?

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, 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 per violation and/or the imposition of an administrative compliance order on the responsible entity.

YES  NO



**Home**

**About**

- [What We Do](#)
- [Vision, Mission & Values](#)
- [Leadership](#)
- [Offices](#)
- [Budget](#)
- [Jobs & Contracts](#)
- [Strategic Plan](#)

**Help for You & Your Family**

- [Programs](#)
- [By Topic](#)
- [By Office](#)
- [By Region](#)

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- [Grants](#)
- [Funding Opportunities](#)
- [How to Apply for a Grant](#)
- [Forms](#)
- [Terms and Conditions](#)
- [Data & Reports](#)
- [News & Events](#)

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# CERTIFICATION REGARDING MAINTENANCE OF EFFORT | Administration for Children & Families Page 1 of 1

U.S. Department of Health & Human Services



Search

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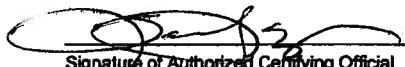
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## CERTIFICATION REGARDING MAINTENANCE OF EFFORT

Was this page helpful?

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the PIR-# Program by Encompass Medical Home (Applicant Organization), will be in addition to, and not in substitution for, comparable activities previously carried on without Federal assistance.

YES  NO

  
Signature of Authorized Certifying Official  
Chief Financial Officer  
Title  
2-12-2013  
Date



### Home

### About

- [What We Do](#)
- [Vision, Mission & Values](#)
- [Leadership](#)
- [Offices](#)
- [Budget](#)
- [Jobs & Contracts](#)
- [Strategic Plan](#)

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- [Programs](#)
- [By Topic](#)
- [By Office](#)
- [By Region](#)

### Initiatives & Priorities

- [Grants](#)
- [Funding Opportunities](#)
- [How to Apply for a Grant](#)
- [Forms](#)
- [Terms and Conditions](#)

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### News & Events

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- [LetsMove.gov](#)
- [Kids.gov](#)
- [USA.gov](#)
- [Grants.gov](#)
- [USAJobs.gov](#)

**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.

Encompass Medical Management

TAX ID - 20-1811365

 2-12-2013

SARINA THOMPSON - Chief Financial Officer

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized Representative





# Item 7

## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

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

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

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on the Preserve at Thomas Springs Road Preliminary Plan (consisting of 34 Lots on 38.46 acres: 32 single-family lots, 2 water quality/drainage lots) in Precinct Three.

**BACKGROUND/SUMMARY OF REQUEST:**

The preliminary plan consists of 32 lots for single-family use taking access onto two internal public streets with access to Thomas Springs Road. Water and electric service will be provided by the City of Austin. Wastewater will be treated on-site. The City of Austin Zoning and Platting Commission approved the preliminary plan request at their January 22, 2013 meeting.

**STAFF RECOMMENDATIONS:**

This preliminary plan meets all Single-Office regulations and was approved by the City of Austin Zoning and Platting Commission. The Single-Office staff recommends approval of the preliminary plan.

**ISSUES AND OPPORTUNITIES:**

Staff has been in contact with one interested party. However, no one spoke or has submitted written comments at the Zoning and Platting Commission meeting. The plan was approved without discussion.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Precinct map
- Location map
- Proposed Preliminary Plan

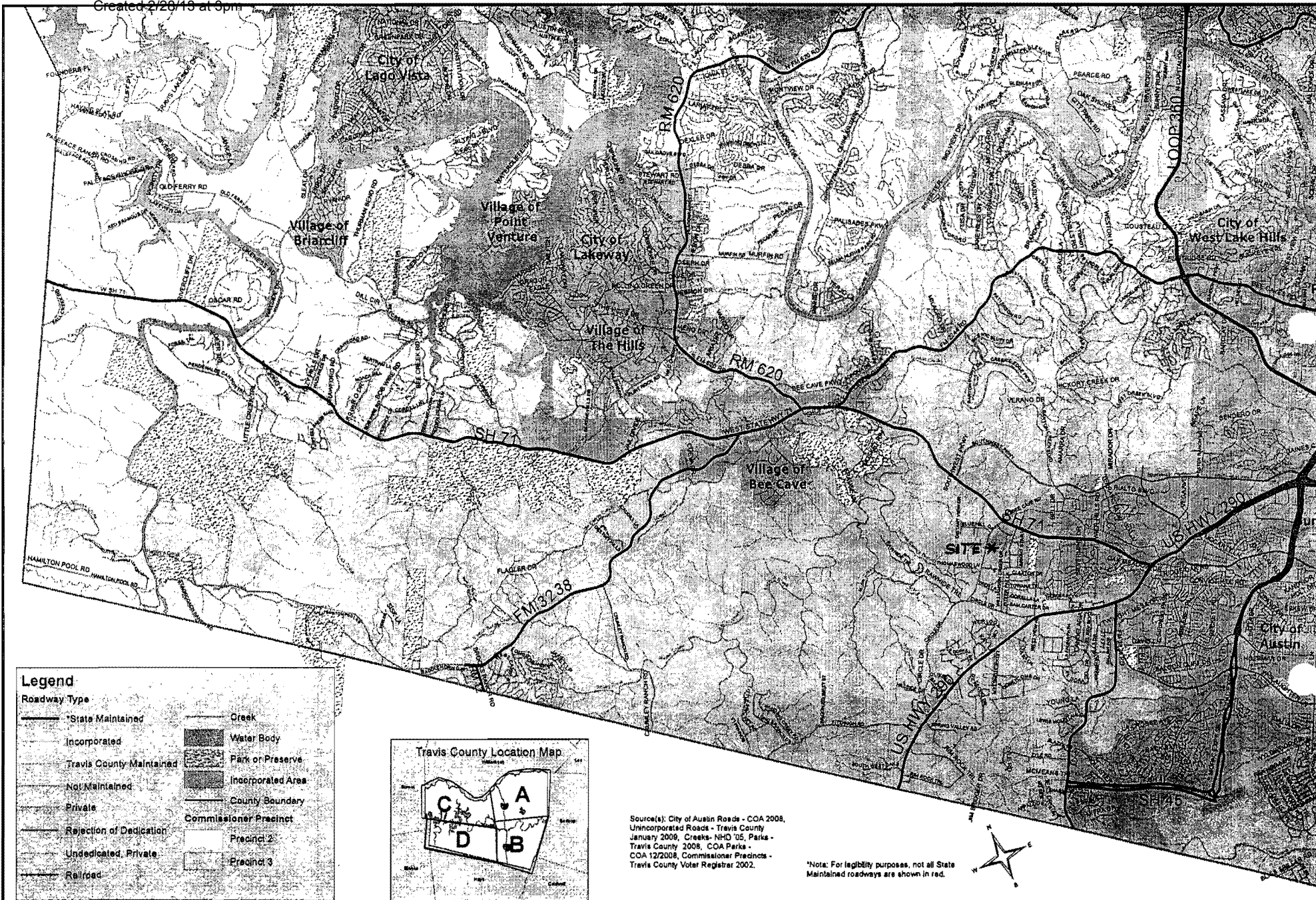
**REQUIRED AUTHORIZATIONS:**

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

**CC:**


: :  
**1101 - Development Services Long Range Planning -**



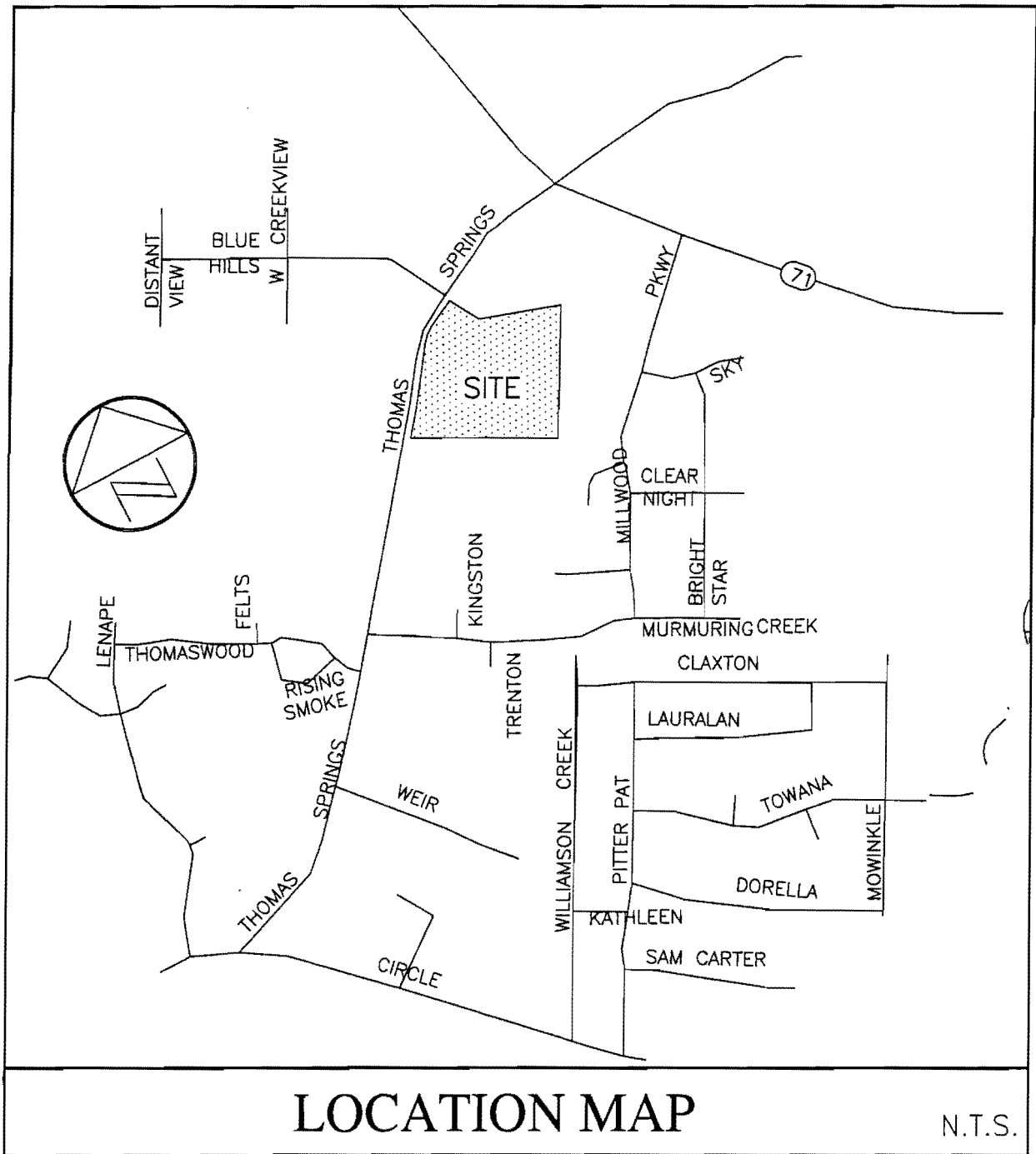
Sources: City of Austin Roads - COA 2008, Unincorporated Roads - Travis County January 2009, Creeks - NHD '05, Parks - Travis County 2008, COA Parks - COA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.

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

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

# Travis County Roadways, Map D

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



# LOCATION MAP

N.T.S.

SCANNED



# Item 8



## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

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

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

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

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on a plat for recording: The Reserve at Lake Travis Lot 41A Block A and Cliffside at the Reserve at Lake Travis Lots 43A and 44A Block A Revised Plat (Revised Final Plat - Two Lots - Ruffian Heights Lane - No ETJ) in Precinct Three.

**BACKGROUND/SUMMARY OF REQUEST:**

This revised final plat proposes to combine lots 43A and 44A Block A of the Cliffside at the Reserve at Lake Travis, which will create Lot 44A-1, and relocate the lot line between Lot 41A of the Reserve at Lake Travis and the newly created Lot 44A-1. Both lots are for single family residential use. There are no new public or private streets proposed with this revised final plat. Parkland dedication, fees in lieu of parkland dedication, or fiscal surety is not required for this revised final plat. Water service to be provided by the Coves Water Supply Corporation, and wastewater service to be provided by on-site septic facilities.

**STAFF RECOMMENDATIONS:**

As this revised final plat application meets all Travis County standards, TNR staff recommends approval of the revised final plat.

**ISSUES AND OPPORTUNITIES:**

Per Texas Local Government Code 232.011, this revised final plat will not require a public hearing.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

Precinct map

Location map

Existing final plat (Cliffside at the Reserve at Lake Travis)

Existing final plat (Reserve at Lake Travis)

Proposed final plat

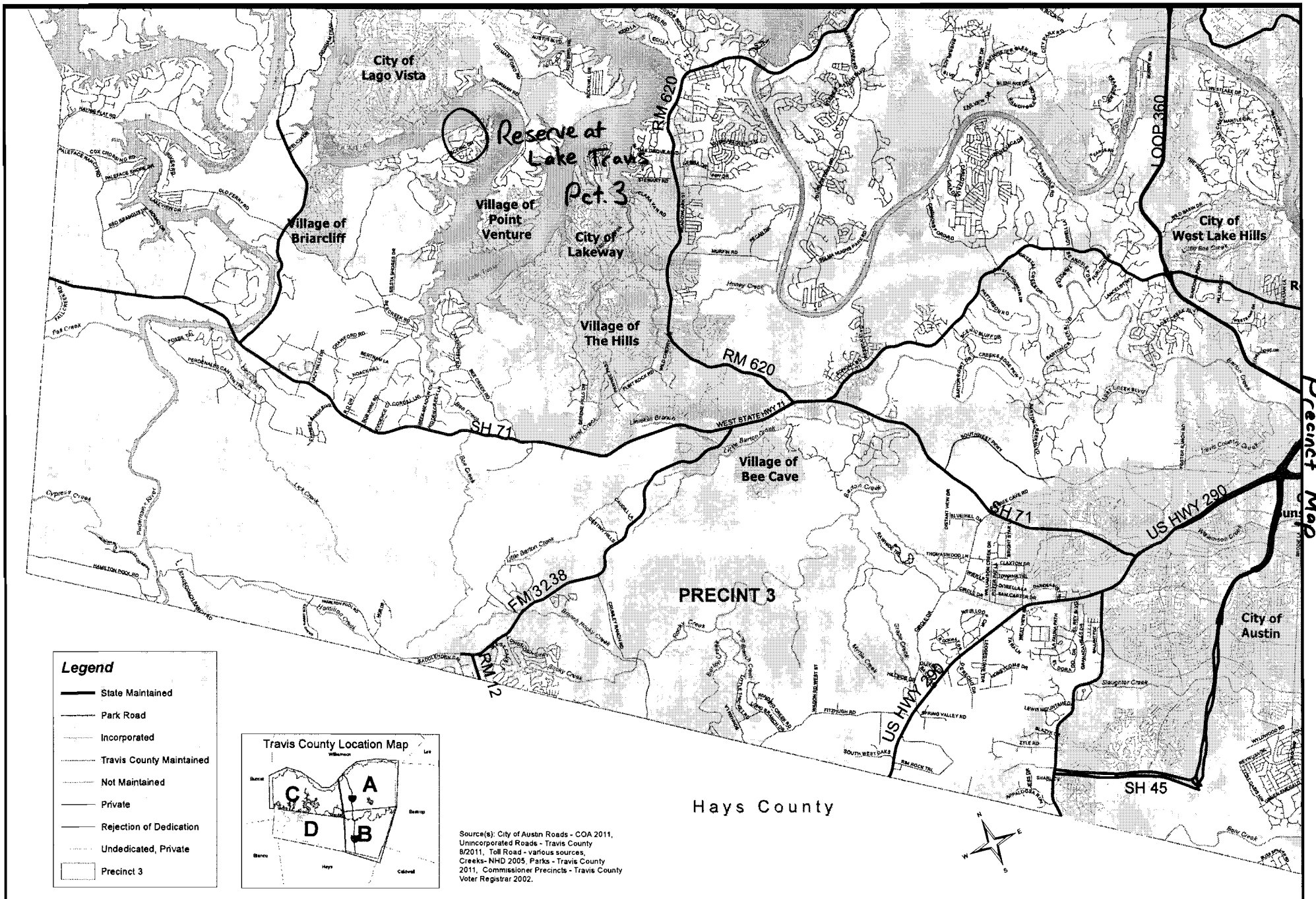
**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**SM:AB:mh**

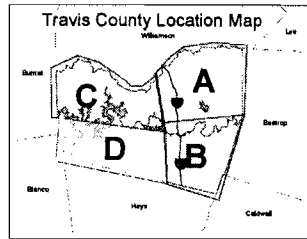
**1101 - Development Services Long Range Planning - Reserve at Lake Travis Revised Plat of Lots 41A, Block A and Cliffside at the Reserve at Lake Travis Lot 43A and 44A Block A Revised Plat**



Precinct Map

**Legend**

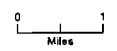
- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3



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

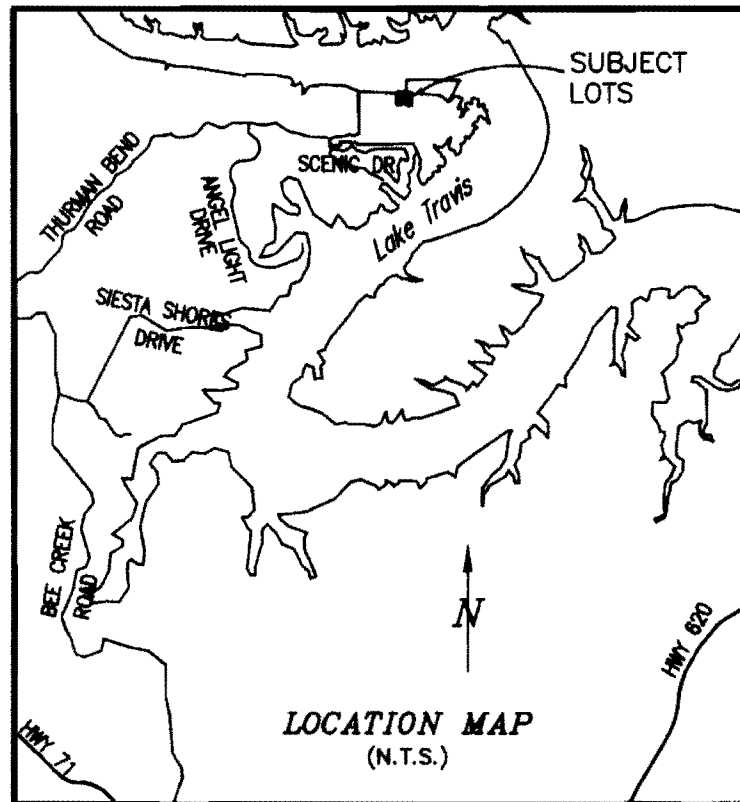


Map Prepared by: Travis County,  
 Dept. of Transportation & Natural  
 Resources. Date: 8/9/2011



**THE RESERVE AT LAKE TRAVIS LOT 41A, BLOCK A  
AND CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS  
LOTS 43A AND 44A, BLOCK A, REVISED PLAT**

**TRAVIS COUNTY, TEXAS**

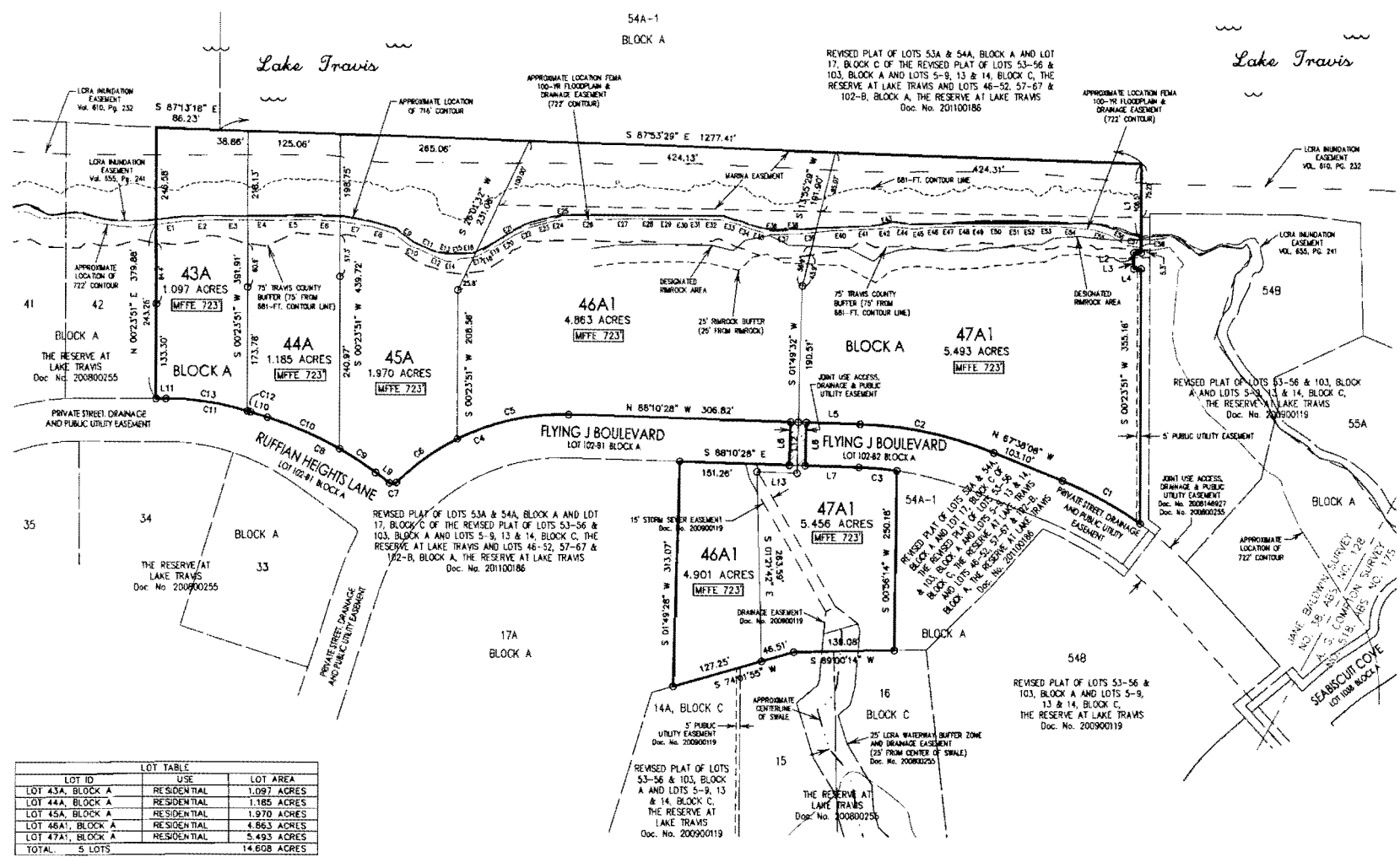


# Existing Plat

## CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS

### TRAVIS COUNTY, TEXAS

June 21, 2012



LINE	BEARING	DISTANCE
L1	S 00°23'51" W	125.00'
L2	N 89°36'09" E	10.00'
L3	S 00°23'51" W	22.00'
L4	S 89°36'09" E	10.00'
L5	N 88°10'28" W	74.39'
L6	S 01°49'32" W	60.00'
L7	S 88°10'28" E	74.39'
L8	N 01°49'32" E	60.00'
L9	S 53°18'44" E	24.21'
L10	S 71°50'54" E	24.19'
L11	N 89°36'09" W	13.32'
L12	S 01°49'32" W	71.02'
L13	N 88°10'28" W	55.25'

LINE	BEARING	DISTANCE
E1	N 83°04'56" E	41.67'
E2	N 88°41'59" E	42.21'
E3	S 89°51'29" E	41.47'
E4	S 89°16'27" E	38.63'
E5	N 88°44'24" E	45.86'
E6	S 89°16'33" E	39.90'
E7	S 81°03'21" E	45.31'
E8	S 73°03'48" E	31.58'
E9	S 67°18'57" E	29.75'
E10	S 71°50'54" E	11.53'
E11	S 64°48'55" E	16.84'
E12	S 65°28'22" E	16.79'
E13	S 69°59'05" E	9.55'
E14	S 88°24'33" E	8.34'
E15	N 69°04'49" E	12.27'
E16	N 85°16'44" E	15.08'
E17	N 73°17'46" E	7.05'
E18	N 84°13'52" E	12.07'
E19	N 62°20'11" E	24.03'
E20	N 58°50'23" E	19.35'
E21	N 60°49'21" E	9.43'
E22	N 64°40'15" E	22.58'
E23	N 75°33'11" E	34.16'
E24	N 82°27'00" E	8.87'
E25	N 86°14'00" E	11.21'
E26	N 89°31'58" E	51.42'
E27	N 88°41'15" E	44.14'
E28	S 89°45'15" E	74.49'
E29	N 89°58'05" E	30.70'
E30	S 88°20'19" E	12.04'
E31	N 85°47'12" E	9.80'
E32	S 87°56'28" E	38.65'
E33	S 74°57'43" E	26.41'
E34	S 68°21'35" E	15.19'
E35	S 74°24'01" E	27.80'
E36	S 86°43'18" E	7.99'
E37	N 82°57'29" E	18.12'
E38	S 89°35'15" E	13.08'
E39	N 84°12'24" E	20.17'
E40	N 82°09'10" E	15.35'
E41	N 87°31'45" E	50.48'
E42	N 84°38'37" E	8.41'
E43	N 77°39'42" E	19.84'
E44	S 83°06'24" E	20.38'
E45	N 82°37'43" E	12.54'
E46	N 88°45'24" E	24.82'
E47	N 88°28'10" E	18.12'
E48	N 89°54'14" E	25.02'
E49	N 89°04'15" E	8.32'
E50	S 88°45'21" E	44.77'
E51	N 89°05'36" E	15.74'
E52	N 85°41'14" E	11.30'
E53	S 89°28'30" E	40.52'
E54	S 84°29'42" E	45.68'
E55	S 70°55'19" E	20.48'
E56	S 88°54'10" E	29.38'
E57	S 81°06'14" E	17.02'
E58	S 51°42'05" E	3.85'

LOT ID	USE	LOT AREA
LOT 43A, BLOCK A	RESIDENTIAL	1.097 ACRES
LOT 44A, BLOCK A	RESIDENTIAL	1.185 ACRES
LOT 45A, BLOCK A	RESIDENTIAL	1.970 ACRES
LOT 46A1, BLOCK A	RESIDENTIAL	4.863 ACRES
LOT 47A1, BLOCK A	RESIDENTIAL	5.493 ACRES
TOTAL 5 LOTS		14.608 ACRES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	530.00'	123.00'	122.73'	N 80°59'13" W
C2	530.00'	189.99'	188.97'	N 77°54'18" W
C3	470.00'	32.94'	52.91'	N 84°58'52" W
C4	330.00'	267.32'	269.07'	S 68°37'08" W
C5	330.00'	162.03'	160.41'	S 77°45'54" W
C6	330.00'	105.29'	104.85'	S 54°33'10" W
C7	7.50'	10.64'	9.77'	N 85°03'00" E
C8	517.50'	187.37'	186.64'	N 82°34'39" W
C9	517.50'	60.52'	60.48'	N 56°39'44" W
C10	517.50'	196.85'	196.68'	N 65°55'40" W
C11	380.00'	117.79'	117.37'	N 80°43'22" W
C12	380.00'	4.49'	4.49'	N 72°10'52" W
C13	380.00'	113.30'	112.88'	N 81°03'39" W



**LEGEND**

○ 1/2" IRON ROD SET W/ CAP STAMPED "TERRA FIRMA"

MFTE MARINA FINISHED FLOOR ELEVATION



1701 Directors Boulevard, Suite 400 Austin, Texas 78744 512/328-8373 Fax 512/445-2288

**BEARING BASIS NOTE:**  
HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES, COMBINED SCALE FACTOR IS 0.99990156

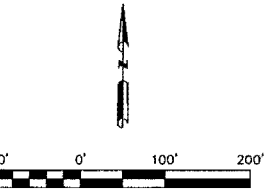
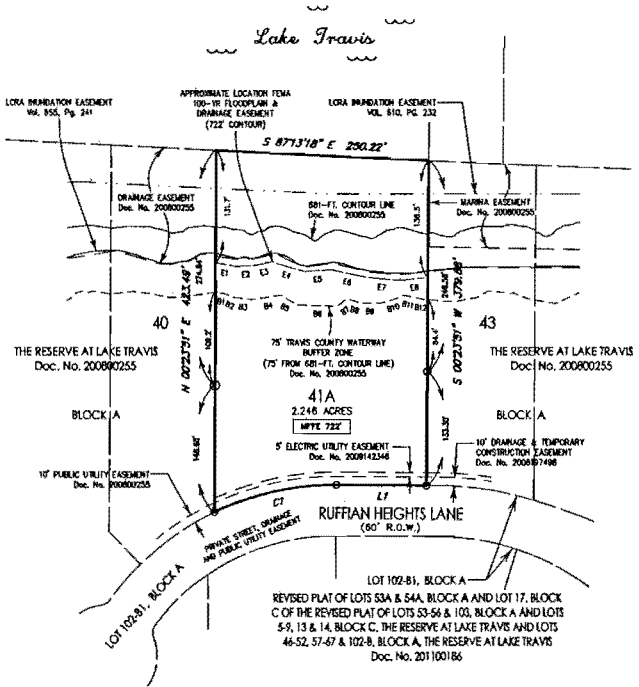
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JOB NO: A409-019-00/001 DRAWN BY: MSC  
DATE: June 21, 2012 CHECKED BY: JON  
SCALE: 1"=100' REVISED: August 15, 2012

### CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS

# Existing Plat

## THE RESERVE AT LAKE TRAVIS REVISED PLAT OF LOTS 41 & 42, BLOCK A TRAVIS COUNTY, TEXAS



- LEGEND**
- 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
  - COTTON GIN SPINDLE SET

**BUFFER ZONE DATA**

LINE	BEARING	DISTANCE
B1	S 79°04'10" E	11.65'
B2	S 65°53'04" E	10.25'
B3	S 84°41'16" E	24.22'
B4	N 81°12'48" E	32.03'
B5	S 81°23'30" E	23.17'
B6	S 88°18'49" E	47.15'
B7	N 51°49'41" E	13.40'
B8	S 74°26'00" E	16.13'
B9	S 88°35'25" E	24.52'
B10	N 73°20'43" E	28.57'
B11	S 76°57'08" E	24.58'
B12	S 85°49'56" E	4.13'

**DRAINAGE EASEMENT DATA**

LINE	BEARING	DISTANCE
E1	S 79°47'48" E	23.39'
E2	N 87°33'09" E	23.53'
E3	N 77°46'52" E	19.27'
E4	S 74°42'18" E	41.34'
E5	N 86°51'41" E	31.77'
E6	S 78°14'01" E	41.41'
E7	S 84°22'44" E	38.88'
E8	N 83°42'34" E	33.15'

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 89°36'09" W	105.71'

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
G1	330.00'	148.34'	148.07'	S 77°26'00" W

**BEARING BASIS NOTE:**  
HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99990156



1701 Directors Boulevard, Suite 400 - Austin, Texas 78744 512/528-8373 - Fax 512/445-2286

STATE OF TEXAS )  
COUNTY OF TRAVIS )  
KNOW ALL MEN BY THESE PRESENTS:  
That we, Russell Harbison and wife Glenda Harbison, owners of Lots 41 & 42, Block A, The Reserve at Lake Travis, a subdivision as recorded in Document No. 200800255 of the Official Public Records of Travis County, Texas, as conveyed to us by special warranty deeds recorded in Document Nos. 2011091248 and 2012020335, both of the Official Public Records of Travis County, Texas, said Lots being 2.246 acres out of the Jones Baldwin Survey No. 38, Travis County, Texas, said subdivision having been approved for resubdivision pursuant to Chapter 232.009 of the Texas Local Government Code, do hereby resubdivide said 2.246 acres of land in accordance with this plat, to be known as THE RESERVE AT LAKE TRAVIS REVISED PLAT OF LOTS 41 & 42, BLOCK A, subject to the covenants and restrictions shown hereon, and hereby dedicates to the owners of the lots in the subdivision, public utilities serving the subdivision, emergency services providers with jurisdiction, and public service agencies, the use of all the private streets and other easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released. The maintenance and payment of real property taxes on such private streets are the responsibility of the owner(s) of the subdivision or any duly constituted homeowners association under that certain instrument of record at Doc. No. 2008141043, of the Official Public Records of Travis County, Texas. An express easement is hereby granted across said private streets and any common area for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, solid and other waste material pickup, and any other purpose any governmental authority deems necessary; and the owners further agree that all governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of the said private street and any common area as a result of any such use by governmental vehicles.  
All private streets shown hereon [Ruffian Heights Lane] and any security gates or devices controlling access to such streets will be owned and maintained by the homeowners association of this subdivision.  
WITNESS OUR HANDS, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

Russell Harbison  
915 San Morino Street  
Sugar Land, TX 77478  
Glenda Harbison  
915 San Morino Street  
Sugar Land, TX 77478

STATE OF TEXAS )  
COUNTY OF TRAVIS )  
Before me, the undersigned authority on this day personally appeared Russell Harbison, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas  
Print Notary's Name  
My Commission Expires:

STATE OF TEXAS )  
COUNTY OF TRAVIS )  
Before me, the undersigned authority on this day personally appeared Glenda Harbison, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas  
Print Notary's Name  
My Commission Expires:

I, Jonathan O. Nobles, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plat is true and correct to the best of my ability, and was prepared from an actual survey of the property made under my supervision on the ground.

*Jonathan O. Nobles*  
Jonathan O. Nobles  
Registered Professional Land Surveyor No. 5777  
Date: 4/17/2012  
TERRA FIRMA LAND SURVEYING  
1701 Directors Boulevard, Suite 400  
Austin, Texas 78744



**FLOOD PLAIN NOTE:**  
The 100-year floodplain is contained within the drainage easement as shown hereon. A portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), No. 48453C0215 H, Travis County, Texas, dated September 26, 2008, Community No. 481026.

I, Javier Barojas, am authorized under the laws of the State of Texas to practice the profession of engineering, and hereby certify that this plat is true and correct to the best of my knowledge.

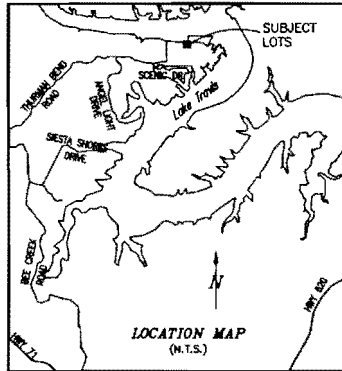
*Javier Barojas*  
Javier Barojas  
Registered Professional Engineer No. 99998  
Date: 4/22/12  
LANDMARK CIVIL ENGINEERING SERVICES  
813 Callborn Lane  
Austin, Texas 78736

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4409-011-SUBD.CRD	
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DATE: 03-19-2012	CHECKED BY: JWH
SCALE: 1"=100'	REVISED: 04-02-2012

THE RESERVE AT LAKE TRAVIS  
REVISED PLAT OF LOTS 41 & 42, BLOCK A

# Proposed Plat

THE RESERVE AT LAKE TRAVIS LOT 41A, BLOCK A  
AND CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS  
LOTS 43A AND 44A, BLOCK A, REVISED PLAT  
TRAVIS COUNTY, TEXAS



## TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOME BUYERS

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

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

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

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.

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

SHEET 1 OF 3

**terra firma** LAND SURVEYING

1701 Directors Boulevard, Suite 400 Austin, Texas 78744 512/328-8373 Fax: 512/448-2286

FILE: \\PROJECTS\WORK\IN_PROGRESS\DRAWINGS\FILES\005\408-108-00-005-REPLAT.DWG	
408-011-SUBORD	
JOB NO: 0408-108-00-005	DRAWN BY: JSC
DATE: 11-29-2012	CHECKED BY: JCM
SCALE: 1"=100'	REVISED: January 9, 2013
THE RESERVE AT LAKE TRAVIS LOT 41A, BLOCK A AND CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS LOTS 43A AND 44A, BLOCK A, REVISED PLAT	

**THE RESERVE AT LAKE TRAVIS LOT 41A, BLOCK A AND CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS LOTS 43A AND 44A, BLOCK A, REVISED PLAT**

TRAVIS COUNTY, TEXAS



**LEGEND**  
 ○ 1/2" HIGH IRON SET W/CAP STAMPED "TERRA FIRMA"  
 ○ COTTON OIL SPINDLE SET  
 WFL: MINIMUM FINISHED FLOOR ELEVATION

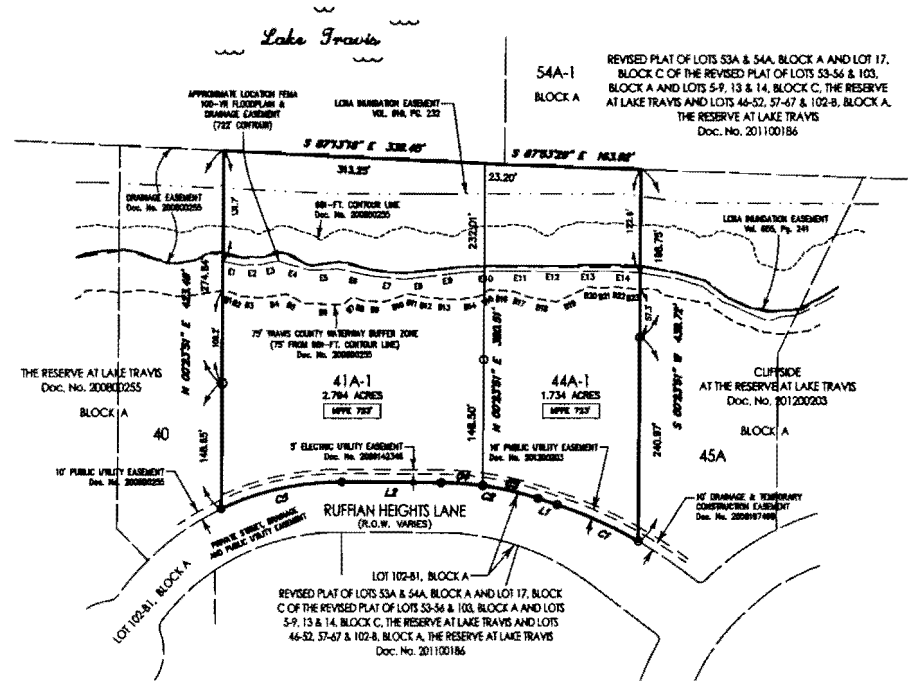
LINE	BEARING	DISTANCE
L1	N 71°50'34" W	24.19
L2	N 82°38'00" W	119.00

LINE	BEARING	DISTANCE
E1	S 79°47'45" E	23.30
E2	N 87°53'00" E	23.53
E3	N 77°46'52" E	19.22
E4	S 74°52'15" E	31.34
E5	N 86°21'41" E	31.77
E6	S 78°14'01" E	41.41
E7	S 84°24'44" E	39.88
E8	N 83°52'12" E	33.14
E9	N 83°24'36" E	41.87
E10	N 86°51'58" E	42.21
E11	S 86°21'28" E	41.47
E12	S 89°18'27" E	38.63
E13	N 86°14'42" E	46.86
E14	S 86°18'53" E	39.50

LINE	BEARING	DISTANCE
B1	S 79°04'10" E	11.85
B2	S 65°04'04" E	10.28
B3	S 84°41'16" E	24.22
B4	N 81°12'48" E	32.03
B5	S 81°23'30" E	23.17
B6	S 88°18'48" E	47.15
B7	N 31°49'41" E	13.40
B8	S 74°28'00" E	18.13
B9	S 86°22'24" E	24.52
B10	N 71°20'45" E	28.57
B11	S 78°37'08" E	24.58
B12	S 86°49'58" E	4.15
B13	S 84°43'08" E	31.35
B14	N 80°38'14" E	28.18
B15	N 57°18'52" E	14.52
B16	S 89°28'53" E	29.21
B17	S 89°27'47" E	19.13
B18	S 89°24'36" E	33.32
B19	N 85°24'43" E	41.77
B20	S 86°26'18" E	18.88
B21	N 83°17'30" E	13.08
B22	S 83°02'34" E	24.92
B23	N 89°22'02" E	5.82

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	517.00	106.85	106.85	N 65°28'40" W
C2	380.00	117.79	117.32	N 80°43'22" W
C3	380.00	88.04	87.82	N 78°58'21" W
C4	380.00	49.74	49.71	N 85°21'08" W
C5	330.00	148.34	148.07	S 77°28'00" W

**BEARING BASIS NOTE:**  
 HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, MAORS, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99990156



STATE OF TEXAS X  
 COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

That we, Russell Harbison and wife Glenda Harbison, owners of Lot 41A, Block A, The Reserve at Lake Travis Revised Plat of Lots 41 & 42, Block A, a subdivision as recorded in Document No. 201200111 of the Official Public Records of Travis County, Texas, and Lot 43A, Block A, Cliffside at the Reserve at Lake Travis, a subdivision as recorded in Document No. 201200203 of the Official Public Records of Travis County, Texas, as conveyed to us by special warranty deed recorded in Document Nos. 2011091248 and 2012020355, and general warranty deed recorded in Document No. 2012122887 all of the Official Public Records of Travis County, Texas, and that we, Leonard Russo and wife Pamela Russo, owners of Lot 44A, Block A, Cliffside at the Reserve at Lake Travis, a subdivision as recorded in Document No. 201200203 of the Official Public Records of Travis County, Texas, as conveyed to us by special warranty deed recorded in Document No. 2012020991 of the Official Public Records of Travis County, Texas, and that we, the undersigned authority, have approved for revision pursuant to Chapter 232.011 of the Texas Local Government Code, do hereby revise said 4.528 acres of the surface for all governmental functions, vehicular and non-vehicular, subject to any assessments and/or restrictions heretofore granted and not released. The maintenance and payment of real property taxes on such private streets are the responsibility of the owner(s) of the subdivision or any duly constituted homeowners association under that certain instrument of record at Doc. No. 2008141043, of the Official Public Records of Travis County, Texas. An express easement is hereby granted across said private streets and any common area for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, solid and other waste material pickup, and any other purpose any governmental authority deems necessary; and the owners further agree that all governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of the said private street and any common area as a result of any such use by governmental vehicles.

All private streets shown hereon [Ruffian Heights Lane] and any security gates or devices controlling access to such streets shall be owned and maintained by the homeowners association of this subdivision.

WITNESS OUR HANDS, this the 28<sup>th</sup> day of January, 2013, A.D.

*Russell Harbison*  
 Russell Harbison  
 915 San Marino Street  
 Sugar Land, TX 77478

*Glenda K. Harbison*  
 Glenda Harbison  
 915 San Marino Street  
 Sugar Land, TX 77478

STATE OF TEXAS X  
 COUNTY OF TRAVIS X

Before me, the undersigned authority on this day personally appeared Russell Harbison, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

*Christiana Spampoulos*  
 Notary Public, State of Texas  
 Print Notary's Name  
 My Commission Expires: 6-4-16



STATE OF TEXAS X  
 COUNTY OF TRAVIS X

Before me, the undersigned authority on this day personally appeared Glenda Harbison, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

*Christiana Spampoulos*  
 Notary Public, State of Texas  
 Print Notary's Name  
 My Commission Expires: 6-4-16



WITNESS OUR HANDS, this the 28<sup>th</sup> day of January, 2013, A.D.

*Leonard Russo*  
 Leonard Russo  
 521 Dragon  
 Lakeway, TX 78734

*Pamela Russo*  
 Pamela Russo  
 521 Dragon  
 Lakeway, TX 78734

STATE OF TEXAS X  
 COUNTY OF TRAVIS X

Before me, the undersigned authority on this day personally appeared Leonard Russo, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

*Christiana Spampoulos*  
 Notary Public, State of Texas  
 Print Notary's Name  
 My Commission Expires: 6-4-16



STATE OF TEXAS X  
 COUNTY OF TRAVIS X

Before me, the undersigned authority on this day personally appeared Pamela Russo, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

*Christiana Spampoulos*  
 Notary Public, State of Texas  
 Print Notary's Name  
 My Commission Expires: 6-4-16



FILE: \PROJECTS\100-100-SURVEY\100-100-000-REPLAT.DWG	DATE: 04-08-10-00-00	ISSUED BY: MSC
APP: 611-SUB.DWG	DATE: 11-28-2012	CREATED BY: JWH
SCALE: 1"=100'	DATE: January 8, 2013	REVISION:

**THE RESERVE AT LAKE TRAVIS LOT 41A, BLOCK A AND CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS LOTS 43A AND 44A, BLOCK A, REVISED PLAT**



THE RESERVE AT LAKE TRAVIS LOT 41A, BLOCK A AND CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS LOTS 43A AND 44A, BLOCK A, REVISED PLAT

TRAVIS COUNTY, TEXAS

I, Jonathan O. Nobles, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plat is true and correct to the best of my ability, and was prepared from an actual survey of the property made under my supervision on the ground.

Jonathan O. Nobles Registered Professional Land Surveyor No. 5777 Date 02/13/2013



TERRA FIRMA LAND SURVEYING 1701 Directors Boulevard, Suite 400 Austin, Texas 78744

FLOOD PLAIN NOTE:

The 100-year floodplain is contained within the drainage easement as shown hereon. A portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), No. 48433C0215 H, Travis County, Texas, dated September 26, 2008, Community No. 481026.

I, John A. Clark, am authorized under the laws of the State of Texas to practice the profession of engineering, and hereby certify that this plat is true and correct to the best of my knowledge.

John A. Clark Registered Professional Engineer No. 81398 Date 2-14-13



LJA Engineering & Surveying, Inc. 5318 Highway 290 West Austin, TX 78735

TRAVIS COUNTY COMMISSIONERS' COURT RESOLUTION

In approving this plat, the Commissioners Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plat or any bridges or culverts in connection therewith. The building of all streets, roads, and other public thoroughfares shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares or in connection therewith, is the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas.

The owner(s) of the subdivision shall construct the subdivision's street and drainage improvements (the "Improvements") to County Standards in order for the County to accept the public Improvements for maintenance or to release Fiscal Security posted to secure private improvements. To secure this obligation, the owner(s) must post fiscal security with the county in the amount of the estimated cost of the improvements. The owner(s) obligation to construct the improvements to County Standards and to post the Fiscal Security to secure such construction is a continuing obligation binding on the owners and their successors and assigns until the public improvements have been accepted for maintenance by the county, or the private improvements have been constructed and are performing to County Standards.

The authorization of this plat by the Commissioners Court for filing or the subsequent acceptance for maintenance by Travis County, Texas, of roads and streets in the subdivision does not obligate the County to install street name signs or exact traffic control signs, such as speed limit, stop signs, and yield signs, which is considered to be part of the Developer's construction.

STATE OF TEXAS ) COUNTY OF TRAVIS )

I, Dana DeBeauvoir, Clerk of the County Court of Travis County, Texas, do hereby certify that on the \_\_\_ day of \_\_\_, 20\_\_\_ A.D., the Commissioners' Court of Travis County, Texas passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT of said County, the \_\_\_ day of \_\_\_, 20\_\_\_ A.D.

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy

STATE OF TEXAS ) COUNTY OF TRAVIS )

I, Dana DeBeauvoir, Clerk of Travis County, Texas do hereby certify that the foregoing instrument of Writing and its Certificate of Authentication was filed for record in my office on the \_\_\_ day of \_\_\_, 20\_\_\_ A.D., at \_\_\_ o'clock \_\_\_ M., and duly recorded on the \_\_\_ day of \_\_\_, 20\_\_\_ A.D., at \_\_\_ o'clock \_\_\_ M., of said County and State in Document No. \_\_\_ Official Public Records of Travis County.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK of said County the \_\_\_ day of \_\_\_, 20\_\_\_ A.D.

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy

PLAT NOTES:

- 1. This subdivision is located in Travis County only and is not within the City of Austin's extra-territorial jurisdiction, this the \_\_\_ day of \_\_\_, 20\_\_\_ A.D.
2. There are areas within the proposed subdivision with slopes greater than 30%.
3. Water service will be provided by a public water system...
4. All private streets will be owned and maintained by the homeowner's association...
5. No structure shall be occupied until connected to an approved private individual sewage disposal system...
6. No construction or other development within this subdivision may begin until all Travis County and LCRA development permit requirements have been met.
7. All lots will access private streets via driveways, with minimum culvert size of 18".
8. Access by emergency service providers to the lots during a flood event may be impossible.
9. All property herein is subject to the Lower Colorado River Authority's Highland Lakes Watershed Ordinance...
10. This plan was designed in accordance with the Travis County interim rules and LCRA water quality management technical manual.
11. All private streets shown hereon and any security gates or devices controlling access to such streets will be owned and maintained by the homeowners association of this subdivision.
12. Elevation Benchmark: LCRA brass disk located on Lot 55A, Block A as referenced on Sheet 2 of Plat recorded in Document No. 200900119, of the Official Public Records of Travis County, Texas. Elevation=711.22 (NAVD 88 Datum)
13. A Travis County development permit is required prior to site development.
14. No objects, including but not limited to, buildings, fences, or landscaping, shall be allowed in a drainage easement except as approved by Travis County.
15. Property owner and/or his/her assigns shall provide for access to the drainage easements as may be necessary and shall not prohibit access by Travis County for inspection of said easements.
16. All drainage easements on private property shall be maintained by the owner and/or his/her assigns.
17. Developer acknowledges that as part of its buyers' efforts to obtain a building permit prior to construction, the buyers will be required to submit design plans for utility service to those lots within the floodplain.
18. A Flood Evacuation Plan and a Fire Evacuation Plan has been adopted by the Homeowner's Association that is recorded at Document Number 2008141044.
19. Development within a waterway zone buffer is prohibited except as follows or as provided in the Travis County Code:
(i) A fence is permitted only if it does not obstruct flood flow.
(ii) A park or similar open space use, other than a parking lot, is permitted only if a program of fertilizer, pesticides, and herbicide use is approved...
(iii) Along Lake Travis a boat dock, pier, wharf, or moorage and necessary access and appurtenances, is permitted.
(iv) A utility line may cross a waterway buffer zone.
(v) Detention basins and floodplain alterations are permitted if the requirements of Section 82.207 and the other provisions of this chapter are met.
(vi) A minor waterway buffer zone may be crossed by a residential or commercial street or driveway if necessary to provide access to property that cannot otherwise be safely accessed.
(vii) All street and utility crossings shall be designed and constructed to minimize pollution of the waterway to the greatest extent practicable.
20. Developer will provide to the buyers prior to setting any lot a survey of the lot that includes bearings and distances of the environmental buffers that affect the lot, and the Developer will advise the buyers that they will have to delineate the environmental buffers on any site plans they submit to Travis County as part of their permit applications.
21. For plat notes and restrictions for all lots not associated with this revised plat, see The Reserve at Lake Travis Final Plat, Document No. 200803255 and Cliffside at The Reserve at Lake Travis Final Plat, Document No. 20120203, both of the Official Public Records of Travis County, Texas.

TRAVIS COUNTY ENVIRONMENTAL PLAT NOTES:

- 1. Variances to 82.202(a)(2), Dual Access (Requires a new subdivision must have at least two access streets connecting to a different external street), 82.206(c)(3)(D), Buffer Zones for Waterways (Requires a 75-foot buffer from the 581-foot mean sea level contour line), 82.206(d)(1), Buffer Zones for Environmentally Valuable Features (Establishes a 50-foot buffer zone behind canyon rim rock and bluff crest lines), and 82.206(d)(1), Cut and Fill (Requires all cut and fill land balancing to be limited to a maximum of 8 feet) were granted by Travis County Commissioners' Court.
2. No cut or fill on any lot may exceed 8 feet, excluding driveways, a building structure's footprint, or a parking area footprint, in accordance with the Travis County Code.
3. As depicted on the plat, the setback area identified for each waterway is a protective easement that must remain undeveloped and activities must be limited within the easement. The protective easement must remain free of construction, development, and other alterations except when specifically approved in a Travis County development permit.
4. Before beginning construction activities on a subdivision lot, the owner must obtain a Travis County development permit and, when applicable, implement a Storm Water Pollution Prevention Plan (SWP3). The SWP3 requires implementation of temporary and permanent Best Management Practices, including erosion and sediment controls, for protection of storm water runoff quality, in accordance with the Travis County Code.
5. An activity that may adversely affect a tree of eight inches or more in trunk diameter (measured at four feet height above the ground) in a right-of-way accepted for maintenance by Travis County must comply with all standards and requirements in the Travis County Code.
6. The 75-foot buffer from Lake Travis and the modified buffer from the bluff and rim rock lines (pursuant to variance requests) must be indicated on the final plat, in construction plans, and in deed restrictions.

ON-SITE WASTEWATER SYSTEM NOTE:

Each and every on-site wastewater facility installed within the Lower Colorado River Authority's Water Quality Zone as it relates to this subdivision must be permitted, inspected and licensed for operation under those terms, standards and requirements of the Texas Commission on Environmental Quality and LCRA as are in effect at the time such applications for permits and licenses are made. Certain single family residential lots may require professionally designed wastewater disposal systems, due to topographical, geological and water well considerations.

James M. ... Lower Colorado River Authority ASOC 7/12 Date 2/14/2013



Table with project details: FILE: H:\PROJECTS\4481106\SURVEY\DRAWINGS\PLAT\005\448-106-03-05-REPLAT.DWG, JOB NO: 0409-108-00-003, DATE: 11-29-2012, SCALE: 1"=100', DRAWN BY: MSC, CHECKED BY: JON, REVISION: February 13, 2013. Title: THE RESERVE AT LAKE TRAVIS LOT 41A, BLOCK A AND CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS LOTS 43A AND 44A, BLOCK A, REVISED PLAT



## Item 9

# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

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

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

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on a request for a variance to Section 82.202(d)(5) for the Hidden Mesa Subdivision Resubdivision of Lot 42 (Variance Only - Three Lots - Mesa Oaks - City of Leander ETJ) in Precinct Three.

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

The applicant intends to resubdivide Lot 42 of the Hidden Mesa Subdivision, which was approved in 1973. However, the internal roads of the subdivision are not accepted for maintenance by Travis County nor has a perpetual maintenance agreement been recorded for the roads as required per Section 82.202(d)(5).

All roads within the Hidden Mesa subdivision lead into Williamson County. In order for Travis County staff to support the variance, the applicant was instructed to obtain written concurrence and no objection letters from the City of Leander and Williamson County planning departments.

### **STAFF RECOMMENDATIONS:**

Staff recommends the variance as the applicant has received documentation from Williamson County stating the roads can support the increase in traffic from two additional residential lots (see two attached emails).

### **ISSUES AND OPPORTUNITIES:**

Upon approval of the variance, this resubdivision application will be scheduled for approval by Commissioners Court through the normal resubdivision public hearing process.

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

None.

### **ATTACHMENTS/EXHIBITS:**

Precinct Map

Location Map

Copy of variance request

Copy of email from the City of Leander

Copy of email from Williamson County

Copy of existing plat

Copy of proposed plat

**REQUIRED AUTHORIZATIONS:**

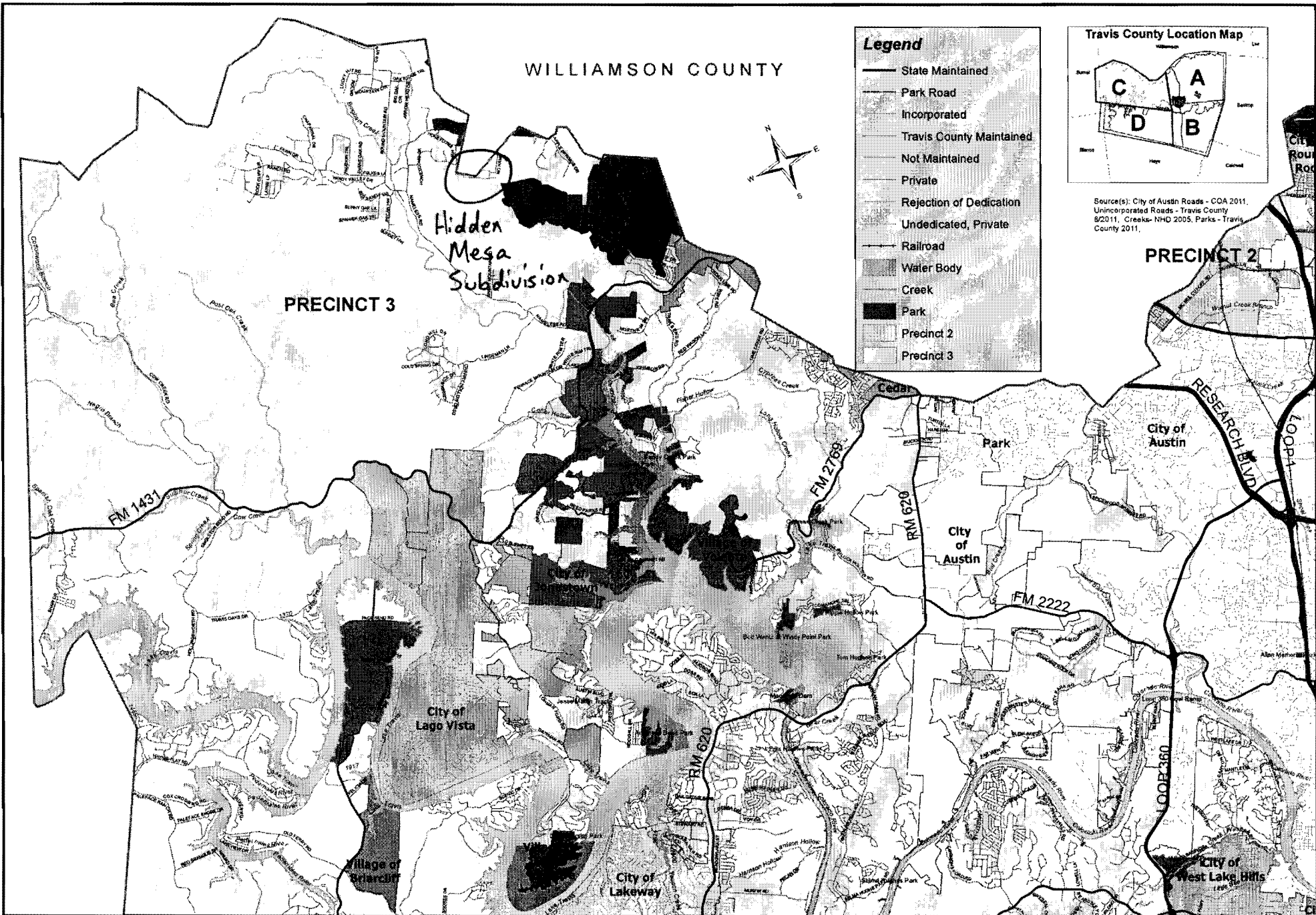
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


**SM:AB:mh**

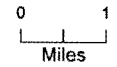
**1101 - Development Services Long Range Planning - Hidden Mesa Subdivision  
Resubdivision of Lot 42**





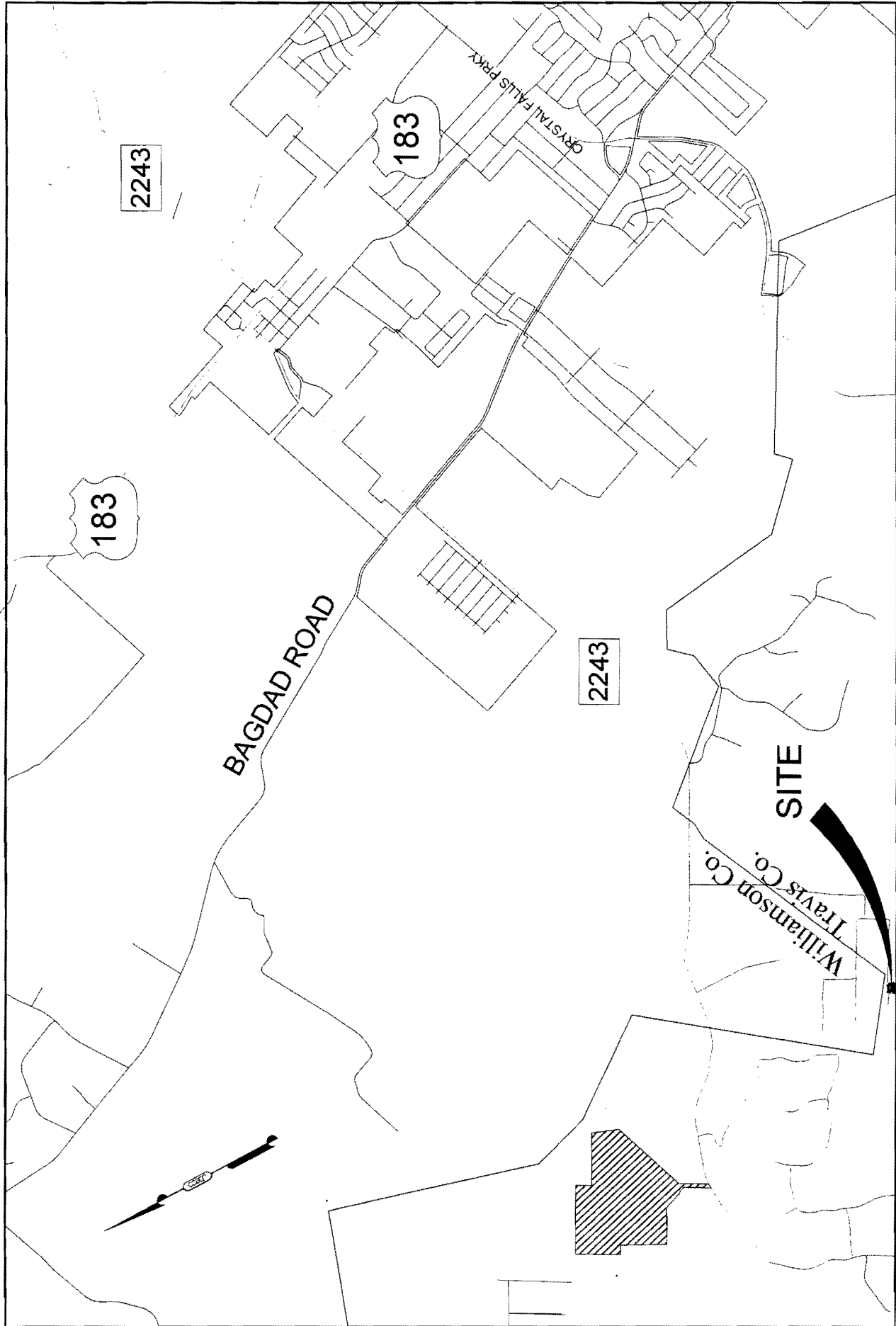
Map Disclaimer: The data is provided "as is" with no warranties of any kind.

# Travis County Roadways, Map C



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

# VICINITY MAP



NOT TO SCALE



**3DS, Inc.**  
**Land Surveyors**  
*G.P.S. Services*  
Subdivisions • Topographic  
Construction • Commercial • Boundaries

**MAILING ADDRESS:**  
10703 Sierra Oaks  
Austin, Texas 78759  
(512) 919-4140  
Fax (512) 919-4142

February 21, 2013

Travis County Commissioners Court  
700 Lavaca Street  
Austin, Texas 78701

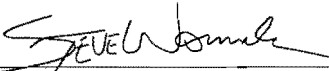
Project: Hidden Mesa Subdivision Resubdivision of Lot 42

Judge Biscoe and Commissioners,

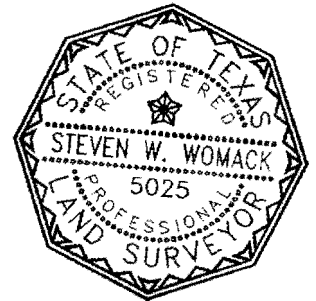
Please accept this correspondence as a formal request for a variance to section 82.202(d)(5) of the Travis County Subdivision ordinance. The tract is currently a platted lot known as Lot 42, Hidden Mesa Subdivision and when it was originally approved, the streets were dedicated as 60' road easements. The variance is to divide the existing 6 acre lot into (3) 2 acre lots fronting on this 60' road easement. The original subdivision was planned to have 2 acre lots, but platted larger tracts. This information has been confirmed with field data locating original monumentation for these smaller lots not shown on the recorded plat.

We appreciate your consideration of our request.

Sincerely,

  
\_\_\_\_\_  
Steven W. Womack  
Registered Professional Surveyor  
No. 5025, State of Texas

21 Feb 2013  
Date



## Michael Hettenhausen

---

**From:** Robin Griffin <rgriffin@leandertx.gov>  
**Sent:** Monday, February 04, 2013 5:04 PM  
**To:** Michael Hettenhausen  
**Subject:** RE: Hidden Mesa subdivision question

Hi Michael,

Steve sent me an email requesting that I address the impact on the county roadways. I told him that the city does not maintain these roadways and he needed to contact the County Engineer's Office (Joe England).

Please do not hesitate to contact me if you have any questions.

Thank you,

**Robin M. Griffin, AICP**

Planner  
City of Leander  
512-528-2763

---

**From:** Michael Hettenhausen [<mailto:Michael.Hettenhausen@co.travis.tx.us>]  
**Sent:** Monday, February 04, 2013 10:39 AM  
**To:** Robin Griffin  
**Subject:** Hidden Mesa subdivision question

Good morning Robin,

Steve Womack has submitted an application to resubdivide a lot within the Hidden Mesa subdivision. While the lot and easement the lot fronts on is located within Travis County, all roads within the subdivision lead into Williamson County. We are concerned that resubdividing this lot will impact roads Travis County does not maintain. We have requested the applicant provide written documentation from the Williamson County planning department acknowledging the resubdivision and its potential impact on Williamson County roads. However, Steve tells me that he has spoken with you and your counterpart with the county (although I didn't catch his name), and you are both comfortable with deferring to Travis County on this issue. Please let me know if this is correct.

Thanks for your time,

*Michael Hettenhausen, Planner*

Travis County Development Services and Long Range Planning  
700 Lavaca Street  
Austin, Texas 78701  
(512) 854-7563, office



Before printing this email,  
please consider your eco-footprint.

## Michael Hettenhausen

---

**From:** Joe England <jengland@wilco.org>  
**Sent:** Wednesday, February 06, 2013 11:20 AM  
**To:** Michael Hettenhausen  
**Cc:** Patrick Hughes  
**Subject:** RE: Hidden Mesa subdivision question

It appears that CR 290 still has capacity for two additional lots. I do not object to the proposed subdivision.

## Joe M. England

Joe M. England, P.E.  
Williamson County Engineer  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626  
512-943-3336

---

**From:** Michael Hettenhausen [<mailto:Michael.Hettenhausen@co.travis.tx.us>]  
**Sent:** Wednesday, February 06, 2013 10:41 AM  
**To:** Joe England  
**Subject:** RE: Hidden Mesa subdivision question

The application is to resubdivide one existing single family lot into three single family lots.

---

**From:** Joe England [jengland@wilco.org]  
**Sent:** Wednesday, February 06, 2013 9:56 AM  
**To:** Michael Hettenhausen  
**Subject:** Re: Hidden Mesa subdivision question

Is this dividing one single family lot into two?

Sent from my iPhone

On Feb 5, 2013, at 7:48 AM, "Michael Hettenhausen" <[Michael.Hettenhausen@co.travis.tx.us](mailto:Michael.Hettenhausen@co.travis.tx.us)> wrote:

Good morning Joe,

Steve Womack has submitted an application to resubdivide a lot within the Hidden Mesa subdivision. While the lot and easement the lot fronts on is located within Travis County, all roads within the subdivision lead into Williamson County. We are concerned that resubdividing this lot will impact roads Travis County does not maintain. We have requested the applicant provide written documentation from the Williamson County planning department acknowledging the resubdivision and its potential impact on Williamson County roads. However, Steve tells me that he has spoken with you, and you are both comfortable with deferring to Travis County on this issue. Please let me know if this is correct.

Thanks for your time,

*Michael Hettenhausen, Planner*

Travis County Development Services and Long Range Planning  
700 Lavaca Street  
Austin, Texas 78701

# HIDDEN MESA

A SUBDIVISION OF 238.41 ACRES.

126.02 ACRES IN TRAVIS CO., TEXAS  
112.39 ACRES IN WILLIAMSON CO., TEXAS.

04-1730

4723 202

Koching Adams

In preparing this plat by Commissioners Court of Travis County, Texas, I understand that the holding of all interests, lands or other public improvements described and shown on this plat, and all bridges and structures necessary to be placed in right streets, roads and thoroughfares, or in common thoroughfares, shall be the responsibility of the owner or developer of the tract of land covered by this plat in accordance with laws and regulations prescribed by the Commissioners Court of Travis County, Texas, and said Commissioners Court assumes no responsibility or obligation to maintain or build any streets, roads or other public improvements shown on this plat, or of maintaining or rebuilding any streets, bridges, etc., in common thoroughfares.

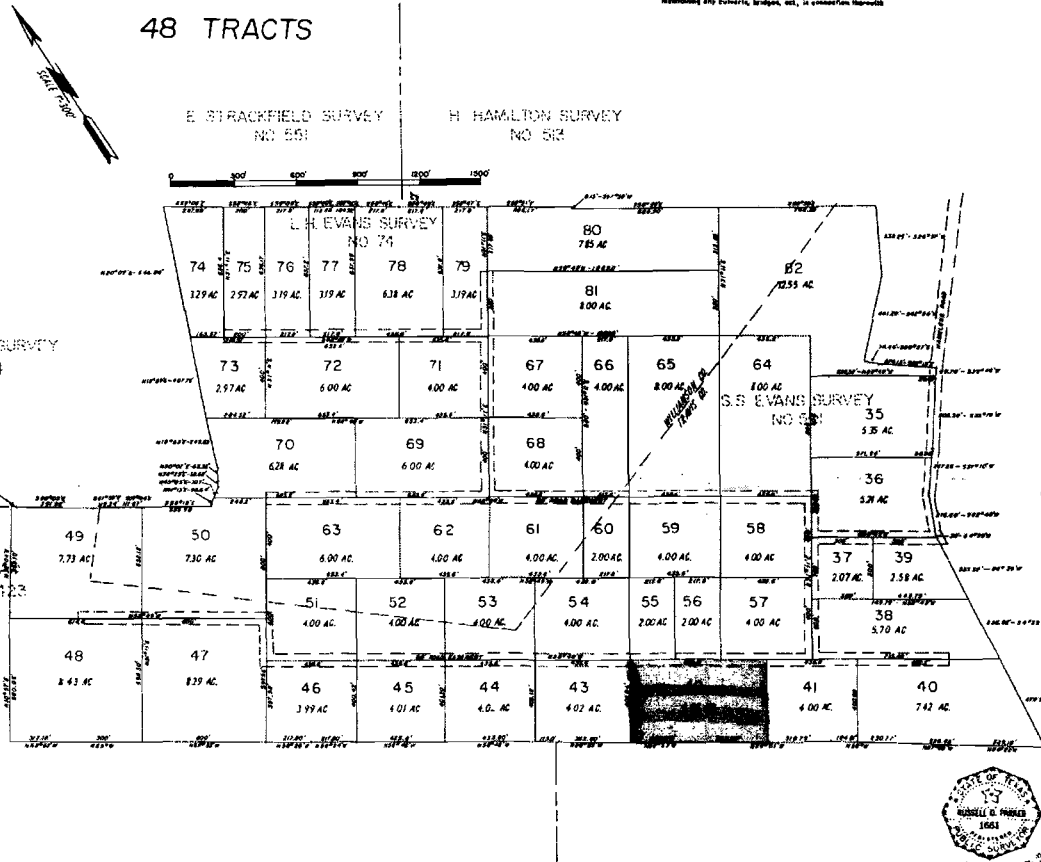
48 TRACTS

E STRACKFIELD SURVEY  
NO 591

H HAMILTON SURVEY  
NO 513

GEO. CRAYANS SURVEY  
NO 494

BBB & C RAILROAD  
CO SURVEY NO 423



STATE OF TEXAS | SHOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS |

That we, Just W. Tague and Earl Eastburn, of the County of Travis, State of Texas, and we, John R. Combs and Earl Eastburn, a Corporation, of the County of Travis, State of Texas, being the owners of the tract of land described on this plat or map, certified by Russell D. Parker, Registered Public Surveyor No. 1661, do hereby certify that said plat or map under the name of HIDDEN MESA, said subdivision being located about 3 miles West of Lumberton, Texas, and being the same tract of land described in a deed in Book 448, and Earl Eastburn from John Hester Brown, et al, of record in Volume 118, Page 448, and Earl Eastburn of Williamson County, Texas, and Volume 2164, Page 591, Book 591, Book 591 of Travis County, Texas, and also fully described on this plat or map to be.

We hereby grant to the Travis County Court the easements set on this plat or map below and the Easements of Right as shown on this plat or map below.

IN TESTIMONY WHEREOF, WITNESSES OUR HANDS, this 21st day of August, A.D. 1973

*[Signature]*  
Just W. Tague  
Earl Eastburn

*[Signature]*  
John R. Combs  
Earl Eastburn

STATE OF TEXAS |

COUNTY OF TRAVIS |

Before me, the undersigned authority, on this day personally appeared Just W. Tague and Earl Eastburn, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

STATE OF TEXAS |

COUNTY OF TRAVIS |

Before me, the undersigned authority, on this day personally appeared Just W. Tague and Earl Eastburn, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of August, A.D. 1973

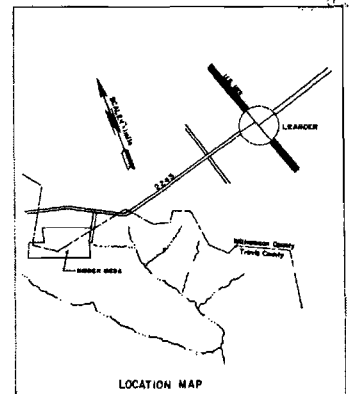
*[Signature]*  
Russell D. Parker  
Registered Public Surveyor No. 1661  
TRAVIS COUNTY, TEXAS

*[Signature]*  
Russell D. Parker  
Registered Public Surveyor No. 1661  
TRAVIS COUNTY, TEXAS

NOTE: All recordings must be maintained in a suitable form suitable for recording in the public records of the State Survey Department.

I, Russell D. Parker, Registered Public Surveyor No. 1661, do hereby certify that this plat accurately represents an actual survey of this subdivision and all the ground and land on which same have been surveyed with my office.

*[Signature]*  
Russell D. Parker  
Registered Public Surveyor No. 1661



STATE OF TEXAS:  
COUNTY OF TRAVIS:

I, DORIS SHROPSHIRE, Clerk of the County, within and for the County and State aforesaid do hereby certify that the within and foregoing instrument of writing with its duplicates of authentication were filed for record in my office on the 21st day of August, A.D. 1973 and 1:30 o'clock P.M. and duly recorded on the 21st day of August, A.D. 1973 and 2:00 o'clock P.M. in the plat records of said County in book 167, at page 27.

WITNESS MY HAND AND SEAL OF COURT of said County the said date written above.  
DORIS SHROPSHIRE, County Clerk, Travis County, Texas  
By *[Signature]*  
Deputy

STATE OF TEXAS:  
COUNTY OF TRAVIS:

I, DORIS SHROPSHIRE, County Clerk of Travis County, Texas, do hereby certify that on the 21st day of August, A.D. 1973 the Commissioners Court of Travis County, Texas, passed by order authorizing the filing for records of this plat and that said order has been duly entered in the minutes of said court in book 167 at page 27.

WITNESSES MY HAND AND SEAL OF OFFICE this 21st day of August, A.D. 1973  
DORIS SHROPSHIRE, County Clerk, Travis County, Texas  
*[Signature]*

FILED FOR RECORD this 21st day of August, A.D. 1973 at 1:30 o'clock P.M.  
DORIS SHROPSHIRE, Clerk, County Court, Travis County, Texas.

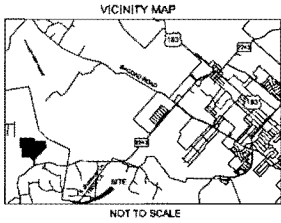
PROPERTY OUTSIDE OF CITY'S CENTRAL DISTRICTS  
Timothy R. Scott 7-20-73

This subdivision record is outside of the jurisdiction of the City of Austin, Travis County, Texas, as in and by the plat of July 1973, A.D.

*[Signature]*  
Charles B. Brannan  
MAYOR OF AUSTIN, TEXAS



Existing Plat



## TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

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

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

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

**THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.**

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

Proposed Plat

**ZDS**  
 Land Surveyors  
 G.P.S. Services  
 Subdivisions & Platting  
 Construction Control Associates  
 10703 SERRA OAKS  
 AUSTIN, TX 78758  
 PH: (512) 919-4140  
 www.zdsinc.com

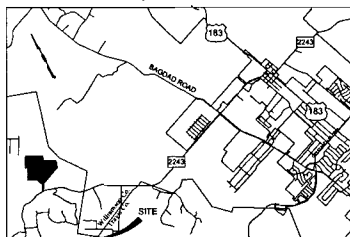
Hidden Mesa Subdivision Resubdivision of Lot 42

TRAVIS COUNTY, TEXAS

Scale: 1" = 100' Date: 11/29/12  
 Field Book: \_\_\_\_\_ Disk: \_\_\_\_\_  
 Drawn by: Staff  
 File Name: 12-008  
 Approved by: S.W.  
 Project No.: 12-008

SHEET **1** OF **3**

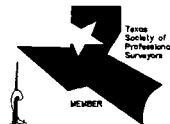
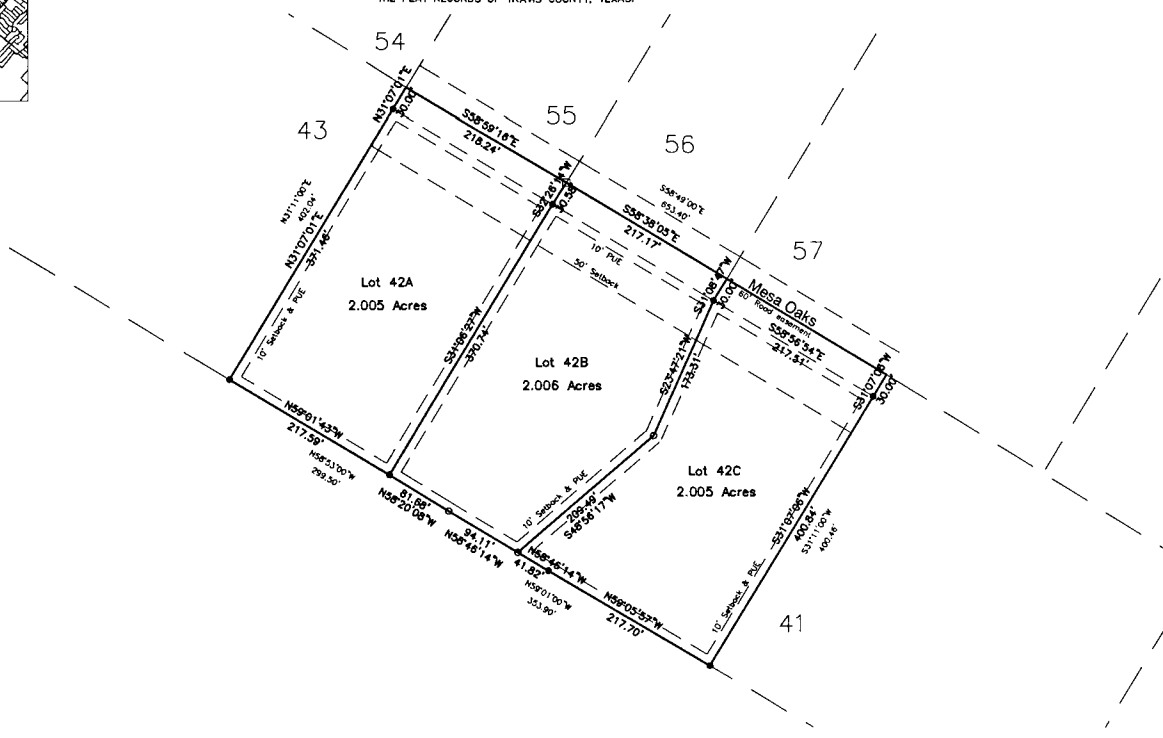
VICINITY MAP



NOT TO SCALE

# Hidden Mesa Subdivision Resubdivision of Lot 42

6.016 ACRES OF LAND, BEING LOT 42, HIDDEN MESA, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 66, PAGE 27 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.



**LEGENO**

- IRON ROD FOUND
- IRON ROD SET
- ▲ TRAVERSE NAIL SET
- ★ CALCULATED POINT
- ( ) RECORD BEARING, DISTANCE
- IRON PIPE IN CONC

**TOPO/BEARING/COORDINATE BASIS**  
 ELIPSOID: WGS 1984 /GRS 1980  
 PROJECTION: TEXAS CENTRAL NAD 83  
 GEOID MODEL: GEOID 99

**OWNER:**  
 LARRY FORD  
 209 MESA OAKS  
 LEANDER, TEXAS 78641

**SURVEYOR:**  
 3DS, INC. LAND SURVEYORS  
 10703 SIERRA OAKS  
 AUSTIN, TEXAS 78759  
 PHONE: (512) 919-4140  
 FAX: (512) 919-4142

NO PORTION OF THE SURVEY SHOWN HEREON LIES WITHIN THE LIMITS OF A FLOOD HAZARD AREA OR WITHIN THE LIMITS OF THE 100-YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON COMMUNITY PANEL NO. 48453C0085 H, DATED 9/26/08 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

RESIDENTIAL LOTS	3
ACREAGE	6.016

**NOTES FROM ORIGINAL SUBDIVISION:**  
 1. ALL DWELLINGS MUST BE CONNECTED TO A SANITARY SEWER SYSTEM OR SEPTIC TANK MEETING THE SPECIFICATIONS OF THE STATE HEALTH DEPARTMENT.

- NOTES:**
1. LOTS TO BE SERVED BY PRIVATE WATER WELL & O.S.S.F.
  2. UNDERGROUND ELEC. PROVIDED BY PEC.
  3. TELEPHONE SERVICE PROVIDED BY SBC.
  4. PROPERTY IS LOCATED IN THE LEANDER MUNICIPAL ETJ.
  5. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.
  6. The drilling of more than one well on each lot is prohibited unless approved by the County.
  7. A rainwater harvesting system providing storage of at least 2,500 gallons of potable or non-potable water is installed on each lot when a structure is erected there.
  8. Further subdivision of lots is prohibited five years following the filing of the plat.
  9. The use of groundwater from a well in the subdivision to supply land outside the subdivision is prohibited, except in the event of fire or other emergency the County determines to be temporary.
  10. The water supply for this subdivision will be served by individually-owned groundwater wells. Water wells in this area have demonstrated historically that water may or may not be readily available at all times. Information on the available supply of groundwater and its quality is available to prospective purchasers of lots in this subdivision is available in the office of the County Clerk of Travis County, Texas.

3DS, INC.  
 10703 Sierra Oaks  
 Austin, Texas 78759

30 Nov. 2012

STEVEN W. WOMACK  
 REGISTERED PROFESSIONAL LAND SURVEYOR No. 5025

**3DS**  
 Texas Society of Professional Surveyors  
 Three Dimensional Services  
 Land Surveyors  
 G.P.S. Services  
 Subdivision Resubdivisions  
 Construction/Commercial Boundaries  
 10703 SIERRA OAKS  
 AUSTIN, TX 78759  
 PH: (512) 919-4140  
 www.3dsinc.com

## Hidden Mesa Subdivision Resubdivision of Lot 42

TRAVIS COUNTY, TEXAS

Scale: 1" = 100'	Date: 11/30/12
Field Book:	Disk:
Drawn by: Staff	
File Name: 12-008	
Approved by: S.W.	
Project No.: 12-008	



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

THAT I, Larry Ford, owner of LOT 42, HIDDEN MESA SUBDIVISION, recorded in Volume 66, Page 27 of the Plat Records of Travis County, Texas, the same being conveyed by deed of record in Volume 12067, Page 0067 and Document Number 2003251774, do hereby amend said Lot as shown hereon, and do adopt this plat as the amended plat to be known as "HIDDEN MESA SUBDIVISION RESUBDIVISION OF LOT 42" as shown hereon and pursuant to Chapters 212.016 and 232.009 of the Texas Local Government Code, and do adopt this plat and do dedicate to the public the use of streets and easements shown hereon.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Larry Ford  
205 Mesa Oaks  
Leander, Texas 78641

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LARRY FORD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

NOTES:

1. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM.
2. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS SERVICED WITH AN APPROVED WASTEWATER DISPOSAL SYSTEM IN ACCORDANCE WITH TRAVIS COUNTY HEALTH DEPARTMENT SPECIFICATIONS.
3. ALL PROPERTY OF THE HEREIN-DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT-SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION ON A SINGLE-FAMILY RESIDENTIAL LOT MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
4. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENTIAL PER LOT.
5. THIS SUBDIVISION IS SUBJECT TO ALL OF THE RESTRICTIONS AND COVENANTS PERTAINING TO THIS TRACT, AS FOUND IN VOLUME 66, PAGE 27, PLAT RECORDS, VOLUME 4408, PAGE 2000, VOLUME 4413, PAGE 407 AND VOLUME 4723, PAGE 202, DEED RECORDS, DOCUMENT NOS. 2001104178, 20021235065, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND IN CABINET B, SLIDE 350 PLAT RECORDS, VOLUME 574, PAGE 829, DEED RECORDS, DOCUMENT NOS. 2001045411 AND 2002051179, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
6. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
7. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION).
8. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION) FOR INSPECTION AND MAINTENANCE OF SAID EASEMENT.
9. PRIOR TO ANY SITE DEVELOPMENT, TRAVIS COUNTY REQUIRES A PERMIT.

STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.  
WITNESS MY HAND AND SEAL OF THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.  
DANA DEBEAUVOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

COMMISSIONERS' COURT RESOLUTION

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

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

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

STATE OF TEXAS  
COUNTY OF TRAVIS

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

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.  
DANA DEBEAUVOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

Travis County On-Site Wastewater Program

1. No structure in this subdivision shall be occupied until connected to a public sewer system or a private on-site wastewater (septic) system that has been approved and licensed for operation by the Travis County On-Site Wastewater Program.
2. No on-site wastewater system may be installed within 100 feet of a private water well nor may an on-site wastewater disposal system be installed within 150 feet of a public well.
3. No construction may begin on any lot in this subdivision until plans for the private on-site sewage disposal system are approved by the Travis County On-Site Wastewater Program.
4. Development on each lot in this shall be in compliance with the minimum requirements of the Texas Administrative Code Chapter 285 and Chapter 45 of the Travis County Code that are in effect at the time of construction.
5. Residential lots in this subdivision are restricted to one single family dwelling and appurtenant structures per acre.
6. These restrictions are enforceable by the Travis County On-Site Wastewater Program.

Stacey Scheffel, Program Manager \_\_\_\_\_ Date  
On-Site Wastewater, Travis County TNR

NPS PERMIT PLAN NOTE

All property of the herein-described subdivision is subject to the Lower Colorado River Authority's Nonpoint-Source (NPS) Pollution Control Ordinance. Any development other than construction of a single-family home or associated structure may require an NPS development permit from the Lower Colorado River Authority.

Lower Colorado River Authority \_\_\_\_\_ Date

City Of Leander

Approved this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D. at a public meeting of the Planning and Zoning Commission of the City of Leander, Texas and authorized to be filed for record by the County Clerk of \_\_\_\_\_ County.

Mark Bell, Chair  
Planning and Zoning Commission  
City of Leander, Texas

ATTEST: Ellen Pisalata, Secretary  
Planning and Zoning Commission  
City of Leander, Texas

Scale: 1" = 100' Date: 11/30/12  
Field Book: \_\_\_\_\_ Disk:  
Drawn by: Staff  
File Name: 12-008  
Approval by: S.W.  
Project No.: 12-008

SHEET  
**3**  
OF  
**3**

Hidden Mesa Subdivision Resubdivision of Lot 42

TRAVIS COUNTY, TEXAS

**ZDS**  
The Commission for  
Land Surveyors  
G.P.S. Services  
Subdivisions / Topographic  
Construction / Commercial / Boundaries  
www.zdsinc.com  
10501 SEVERA DAMS  
AUSTIN, TEXAS 78748  
PH: (512) 919-4190



## Item 10

# Travis County Commissioners Court Agenda Request

**Meeting Date:** 3/5/13

**Prepared By/Phone Number:** Donald W. Ward, P.E. Phone #: 854-9317

**Division Director/Manager:** Donald W. Ward, P.E., Asst. Public Works Dir. - Road & Bridge

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

**Sponsoring Court Member:** County Judge Sam Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action on the TNR Road Maintenance FY 2013 Workplan.

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

TNR staff compiled the proposed FY 2012-2013 Workplan based on the recommendations of the 2010 Pavement Condition Survey Report prepared by IMS, updated pavement management conditions by Road Maintenance personnel, field review of the projects and constituent requests. The proposed list includes approximately 60 miles of Surface Treatment, 6 miles of Reconstruction/Rehabilitation, 30 miles of HMAC Overlay, 24 miles of Asphalt Rejuvenation, 30 miles of Edge/Shoulder repair, various Drainage projects and numerous Pedestrian Way (sidewalk) projects.

### **STAFF RECOMMENDATIONS:**

TNR staff recommends approval of the FY 2012-2013 Workplan.

### **ISSUES AND OPPORTUNITIES:**

The project lists were inspected in the field by TNR Road Maintenance staff to ensure the recommended treatments were appropriate and, if deemed necessary, modifications were made to the list based on the field inspection, maintenance history, and proximity. Additionally, with the drought conditions from the last two years the roadway system has experienced very rapid degradation and has caused significant decrease in the Overall Condition Index (OCI) in a large portion of the roadway system.

During the later part of FY 2008 through FY 2010, the rising cost of asphalt and the significant drop in Road and Bridge revenues have dramatically impacted the operations of Road Maintenance in that a reduction would be necessary in the future mileage of roadways/projects that are routinely maintained by overlays, surface treatments and reconstruction. Road Maintenance has been able to maintain the

Court approved 75% of Arterials in “Good to Fair” condition and 70% of all other roadways in “Good to Fair” condition at the present time. However, within the next 3-5 years this current mileage will not be adequate to maintain the Court mandated percentages and has been worsened by the recent drought conditions.

For the past several years the Eastern portion of Travis County has experienced dramatic developmental growth and the construction of SH 130. Unfortunately the impact of these two conditions has had a major impact on the roadway system in this area of the County. Road Maintenance staff has analyzed a corridor five miles on either side of SH 130 and have found a significant lowering of the Overall Condition Index (OCI) which rates the condition of the roadway based upon numerous deterioration parameters. The roadway system is experiencing a decrease in numerous areas from “Good to Fair” to “Marginal to Poor” in 2 years or less. Significant resources have been spent and will need to be expended in this corridor to maintain the “Good to Fair” condition.. As part of TNR’s FY 2012-2013 Workplan, Road Maintenance will be continue utilizing Alternative Paving Techniques including the use of recycled asphalt, asphalt rejuvenation and edge/shoulder repair to achieve extended longevity, reduce unsafe roadway conditions and to improve the overall OCI for many roadways throughout the County.

Additionally, the Commissioners Court approved funding for additional Bridge Maintenance for specific bridges that require extended maintenance, the funding for this new program was approved at \$500,000. Funding was also approved in the amount of \$500,000 for enhanced roadside brush/vegetation maintenance. This need has arisen due to the extended drought (removal of dead trees), provide better right-of-way visibility/safety where vegetation has encroached on the roadway, and provide assistance in roadway clear zones for wildfire prevention.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The most recent unit costs for each category of roadway improvement were used to prepare the lists based on the Court approved budget for that category for FY 2012-2013.

**ATTACHMENTS/EXHIBITS:**

N/A

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Carol Joseph	TNR Asst. Director	TNR	854-9418

**CC:**

David Greear	Traffic Program Manager	TNR	854-9383
Eddie Jones	Roadway Section Manager	TNR	854-9383
Diana Ramirez	PBO Analyst	PBO	854-9694
Jessica Rio	PBO Assistant Budget Manager	PBO	854-4455

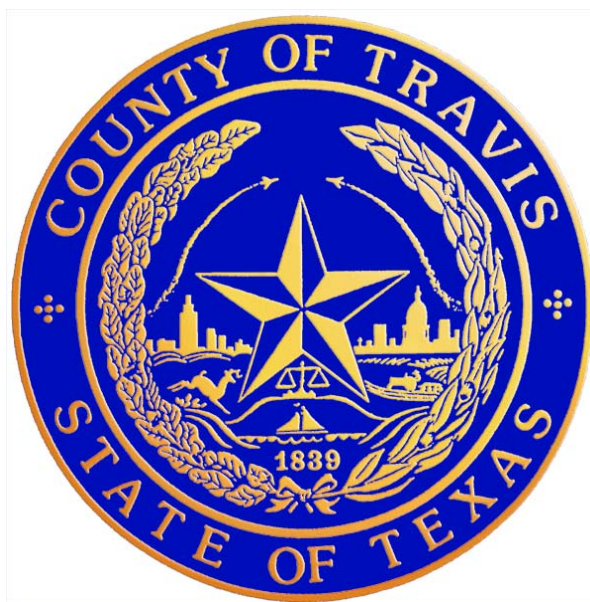
**SM:DW:**

**4101 - Road, Bridge, Fleet Svs -**



**TRANSPORTATION  
&  
NATURAL RESOURCES  
DEPARTMENT**

**Public Works – Road & Bridge**



**FY 2013**

**WORK PLAN\*  
&  
PROGRAM OBJECTIVES**

\* The Annual Work Plan is a guide.  
Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

# TABLE OF CONTENTS

<b>Road Maintenance Program Structure</b>	<b>3</b>
<b>Performance Measures</b>	<b>6</b>
<b>SECTION 1</b>	<b>8</b>
<i>4105 - Rehabilitation/Reconstruction</i> .....	10
<i>4110 - Surface Treatment</i> .....	12
<i>4111 - Edge Shoulder Restoration</i> .....	18
<i>4112/4113 - Patching / Crack Seal</i> .....	19
<i>4114 – HMAC OverlayAlternative Paving Treatments</i> .....	20
<i>4115 - Signs/Barricade Maintenance</i> .....	26
<i>4116 - Roadway Striping</i> .....	27
<i>4118 - Traffic Engineering</i> .....	28
<i>4120 - Secondary Drainage</i> .....	29
<i>4121 - Drainage Structure Rehabilitation</i> .....	30
<i>4125 - ROW Vegetation Control</i> .....	31
<i>4127 - Work Order Response</i> .....	33
<i>4128 - Pedestrian Way Maintenance</i> .....	34
<b>SECTION 2</b>	<b>37</b>
<i>4305 - Sign Fabrication</i> .....	39
<b>SECTION 3</b>	<b>40</b>
<i>8505 - Dispatch &amp; Program Operations</i> .....	42
<i>8510 – Solid Waste Management</i> .....	43
<i>8515 – After-Hours Response</i> .....	44
<i>8520 - Precinct Services</i> .....	45
<i>8525 – Cemetery Services</i> .....	46
<i>8530 - CSR Support Services</i> .....	47
<b>SECTION 4</b>	<b>48</b>
<i>9110 - Emergency Service Districts Fleet Services</i> .....	49
<i>9115 - On Site Sewage Facilities</i> .....	49
<i>9120 - Road and Bridge Maintenance</i> .....	49

# Road Maintenance Program Structure

The Road Maintenance Division will assign resources in program areas to respond and complete customer requests and to meet annual work plan objectives. Resources will be assigned to core or countywide elements at each service center to perform maintenance, or services for roadways, right-of-ways, traffic control, and customer service issues.

## Roadway Maintenance Program

### **Roadway Elements**

4105 - Roadway Reconstruction/Rehabilitation. . . . .	County Wide Element
4110 - Paving (Surface Treatment). . . . .	County Wide Element
4111 - Edge and Shoulder Restoration. . . . .	County Wide Element
4112 - Roadway Patching & Crack Sealing. . . . .	Core Element
4114 - HMAC Overlay/Alternative Paving Treatment. . . . .	Contracted Services
4128 - Pedestrian Way Maintenance (Sidewalks and Trails). . . . .	County Wide Element/ Contracted Services

## Right-of-Way Maintenance Program

### **ROW Elements**

4120 - Secondary Drainage Maintenance. . . . .	Core Element
4121 - Drainage Structure Rehabilitation. . . . .	Core Element
4125 - Mowing, Brush & Vegetation Control. . . . .	Core Element
4127 - Work Order Response. . . . .	Core Element

## Traffic Control

All Traffic Engineering, sign fabrication, installation and maintenance of traffic control devices (traffic signs) including asphalt markings (striping).

### **Traffic Elements**

4305 - Sign Fabrication. . . . .	County Wide Element
4115 - Sign Maintenance. . . . .	Core Element
4116 - Pavement Striping/Markings. . . . .	County Wide Element
4118 - Traffic Engineering & Traffic Safety. . . . .	County Wide Element

## Customer Service

All services in support to other elements and external customer requests.

### **Customer Service Elements**

8505 - Work Request & Dispatch Operations. . . . .	County Wide Element
8510 - Solid Waste Management/Transfer. . . . .	County Wide Element
8515 - After-hours Response (24 hr. Response). . . . .	Core Element
8520 - Precinct Services. . . . .	Core Element
8525 - Indigent Burial. . . . .	County Wide Element
8530 - CSR Support Services. . . . .	County Wide Element

**County Wide Elements** will respond to work plan and customer requests throughout the county with human resources for these elements based at a specified service center.

**Core Elements** will respond to work plan and customer requests at each service center with human resources for these elements based at each service center.

## Road Maintenance Human Resource Allocation

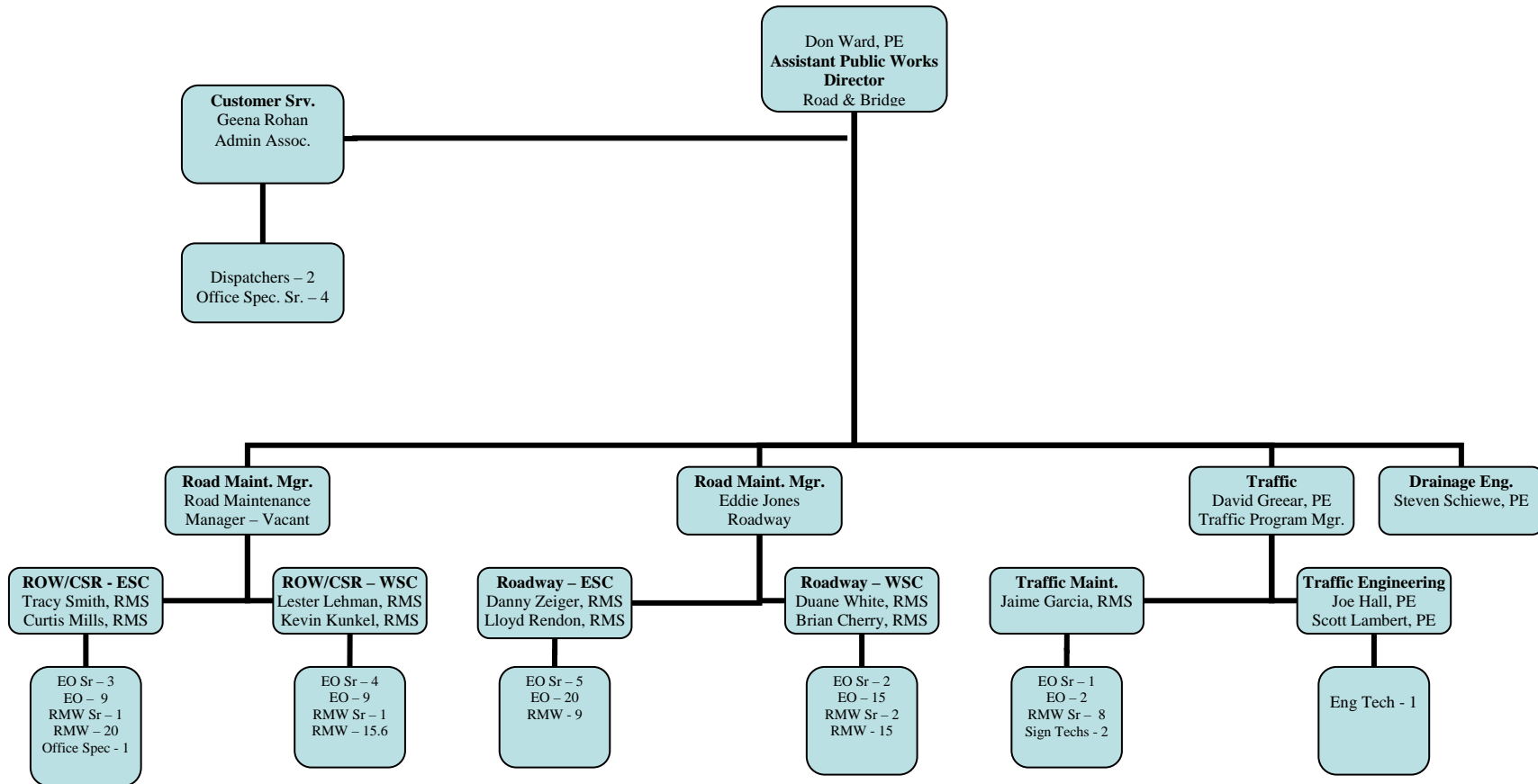
<b>Program &amp; Location Assignment *</b>						
<b>Job Descriptions</b>	<b>Road Maintenance East Service Area Precincts 1, 2, 4</b>		<b>Road Maintenance West Service Area Precinct 3</b>		<b>Traffic Control &amp; Customer Service</b>	<b>Mgt &amp; Admin</b>
	<b>Roadway ESC</b>	<b>ROW ESC</b>	<b>Roadway WSC</b>	<b>ROW WSC</b>	<b>All Facilities</b>	<b>700 Lavaca</b>
Road Maintenance Worker	16	14	8	15	6.6 (Cem/SWT/CSR)	
Road Maintenance Worker Sr	1	1	1	1	8 (TC)	
Equipment Operators	21	9	14	9	2 (TC)	
Equipment Operators Sr	5	3	2	4	1 (TC)	
Sign Fabricators					2 (TC)	
Road Maintenance Supervisor	2	2	2	2	1 (TC)	
Dispatchers					2 (ESC)	
Office Specialist					1 (Sat 4)	
Office Specialist Sr					4 (All Fac)	
Administrative Associate						1
Engineering Tech					1 (700 Lavaca)	
Engineer (Traffic/Drainage)					3 (700 Lavaca)	
Road Maintenance Managers	1			1		
Traffic Program Manager						1
Assistant Public Works Director						1
<b>*FY 13 Totals:</b>	<b>46</b>	<b>29</b>	<b>27</b>	<b>32</b>	<b>31.6</b>	<b>4</b>
<b>Total All Programs in Division:</b>						<b>169.6</b>
<b>*FY13 - unfunded</b>						<b>-1</b>
<b>*FY13 total effective FTE's in Programs in Division:</b>						<b>168.6</b>

\*In FY13 one (1) position was unfunded.



## Road & Bridge Assignments

The following chart indicates the Road Maintenance management and supervisory staff assignments. Road Maintenance Managers are responsible for direct management of all resources assigned to core and countywide elements in their service areas. Road Maintenance Supervisors are responsible for supervisory resources within their assigned elements.



## Performance Measures

### PROGRAMS

### OUTPUT MEASURES

#### ROADWAY MAINTENANCE ELEMENTS

##### 4105 Road Reconstruction/Rehabilitation

Spot Reconstruction .....	0.00 miles
Rehabilitation .....	6.23 miles
Total	6.23 miles

##### 4110 Surface Treatment

Surface Treatment (Chip Seal application) to identified projects (2010 Pavement Management Survey used to identify projects) .....	6.23 miles
Grade 6 .....	54.12 miles

4111 Edge Shoulder Restoration ..... 30.00 miles

4112 Pothole Patching ..... 125.00 miles

4113 Crack Sealing ..... 125.00 miles

##### 4114 Hot Mix Asphalt Concrete (HMAC) Overlay

1-1/2" HMAC Overlay on identified roadway projects.....	29.83 miles
Alternate Pavement Treatments (Rejuvenate) projects.....	24.54 miles

##### 4128 Pedestrian Way Maintenance

Repair non-compliant sidewalk/driveway locations .....	31 each
Construct new sidewalks/ramps.....	2,100 feet
Contracted Services repair of non-compliant sidewalks .....	48 each
Contracted Services replacement of non-compliant curb ramps .....	28 each

#### Bridge Maintenance Program (New Program Element)

#### RIGHT-OF-WAY MAINTENANCE ELEMENTS

##### 4120 Secondary Drainage

Drainage projects <500 hours .....	325 projects
Drainage projects >500 hours .....	5 projects

4121 Drainage Structure Rehabilitation ..... TBD

##### 4125 ROW Vegetation Control

ROW Mowing .....	2700 miles
ROW Brush Clearing .....	100 miles
ROW Herbicide Application .....	300 miles

##### 4127 Work Order Response

Dead Animal Pickup .....	300 responses
Litter Response .....	500 responses

#### Contract Roadway Brush/Vegetation Control (New Program)

**PROGRAMS**

**OUTPUT MEASURES**

**TRAFFIC CONTROL MAINTENANCE ELEMENTS**

<b>4305 Sign Fabrication</b> .....	6500 units
<b>4115 Sign &amp; Barricade Maintenance</b> .....	6500 devices
<b>4116 Roadway Striping</b> .....	450 miles
<b>4118 Traffic Engineering</b> .....	210 responses

**CUSTOMER SERVICE ELEMENTS**

**8505 Dispatch & Program Operations**

Receive/Enter Work Requests .....	2500 requests
Coordinates Purchase Requisitions for Road Maintenance Materials .....	150 requests

**8510 Solid Waste Management** ..... TBD

**8515 After-hours / Disaster Response** ..... 125 responses

**8520 Precinct Services & Administrative Support & Water Sales**

**8525 International Cemetery**

Provide services for indigent burials .....	180 per year
Provide maintenance for two (2) cemeteries .....	102.50 acres

**8530 CSR Support Services**

Sight distance mowed .....	100 responses
ROW litter responses .....	75 responses
ROW litter responses (Weekend).....	325 responses
Brush control projects .....	50 responses

**SECTION 1**

**Public Works**

**ROAD  
&  
BRIDGE**

**PROGRAM 41**

## **Transportation & Natural Resources Public Works Road & Bridge Division**

### **Goals**

In support of the division's strategic plan of providing a cost effective, efficient and safe roadway system: Maintain 70% of accepted roads in fair or better condition, as measured by Pavement Management (PM) condition surveys.

- Maintain 75% of arterial and collector roads in fair or better condition as measured by PM condition surveys.
- Manage and operate the County transportation system to accepted practices of the American Public Works Association (APWA).

### **Objective**

To provide cost effective, efficient and safe roadways through rehabilitation, reconstruction, surface treatment, unpaved road maintenance, pothole patching, crack sealing and HMAC overlay to failed sections of accepted roadways; to provide preventive and reactive maintenance through the use of traffic control and pavement marking devices; to provide engineering review for traffic impact analysis studies, traffic control plans, utility cuts plans, and to respond to constituent requests regarding traffic issues in compliance with department standards.

### **Progress Review & Tracking**

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 01/15/13, 04/15/13, 07/15/13 and 10/15/13.
- Baselines for these projects will be scheduled and tracked utilizing HTE, MS Project, Access and Excel.

### **Support Staff & Their Contribution**

#### **Planning & Engineering**

- Develop annual project list, respond to and recommend project and roadway design modifications and review, survey and update the Geographic Information System (GIS) database for completed projects.

#### **Traffic Engineering**

- Assure compliance with Texas Manual on Uniform Traffic Control Devices (TxMUTCD) and Texas Transportation Code.

#### **Financial Services**

- Develop materials and service contracts and process Purchase Request Form's (PRF's) and contract invoices to meet program demands.

#### **TNR Dispatch**

- Coordinate materials delivery and provide liaison with financial services for processing.

#### **TNR Sign Shop**

- Manufacture regulatory and non-regulatory signs for maintenance operations.

### **Identified Roadway Project Lists**

All roadway projects that are listed in this work plan have been recommended for their identified improvements through the 2010 Pavement Management condition survey. Each project will be evaluated before final determination of final maintenance application is scheduled or performed. Some projects may be dropped or postponed and new projects may be added as needed.

Unidentified projects not listed at this time may be added to the project list as they are recognized. These projects would include roads/streets in proximity to scheduled projects or other projects *approved by the Division Director*.

# 4105 - Rehabilitation/Reconstruction

This element is a countywide roadway maintenance element. Resources will be available at the East Service Center to respond to projects in all service areas.

## Actions:

- To complete approximately **0.00 miles** of Spot Reconstruction.  
*(Excavate and remove failed portions to full depth and replace with new HMAC materials).*
- To complete approximately **6.23 miles** of Rehabilitation.  
*(Recycle existing roadway materials, profile roadway, add new base materials as required, and apply HMAC/Surface Treatment for new travel surface).*

## Performance Monitors and Measures:

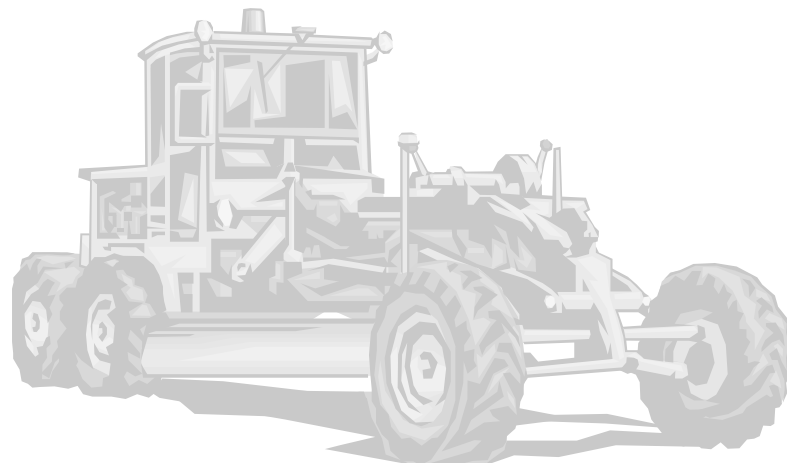
- Completion of all projects that are identified in the work plan as determined by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other right-of-way (ROW) improvements, and comply with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to overall established schedules.

## Complete construction phases on schedule:

- Site Prep & Geo-Technical Assessment (Drainage Rehabilitation)
- Recycle and Sub-grade Process (Base Receipt and Process)
- Final Grade & Prime (Final Paved Surface)

## \* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	15%
Element Supervisor:	Danny Zieger	80%
Team Leaders:	Jeremy Featherson/ John Smith/ Arnold Hewitt	100%
Team Members:	13 – EO's    5 – RMW's	100%
Engineer:	Scott Lambert	15%



## Rehabilitation\*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	J10100	DAFFAN LN	JOHNNY MORRIS RD	DECKER LN	1.24
1	K12000	LITTIG RD	A & NW RR	JONES RD	0.73
1	K12000	LITTIG RD	JONES RD	BALLERSTEDT RD	0.84
				Pct 1 Total	2.80
4	C09400	MOORE RD	FM 973 RD	BLOCKER LN	1.13
4	C09400	MOORE RD	BLOCKER LN	MAHA LOOP RD	1.25
4	E08505	OLD LOCKHART HWY	BRADSHAW	CAPITOL VIEW DR	1.04
				Pct 4 Total	3.42
				<b>ALL PCTS TOTAL</b>	<b>6.23</b>

\* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

# 4110 - Surface Treatment

This element is a countywide roadway maintenance element. Resources will be available at the West Service Center to respond to projects in all service areas.

## Actions:

- Prepare eligible roads for Surface Treatment.
- To complete **6.23 miles Surface Treatment** including conversion roads, spot reconstruction roads and rehabilitation roads.
- To complete **54.12 miles of Grade 6 Surface Treatment**, which uses aggregate gravel rock approximately 3/16 inches or smaller.

## Performance Monitors and Measures:

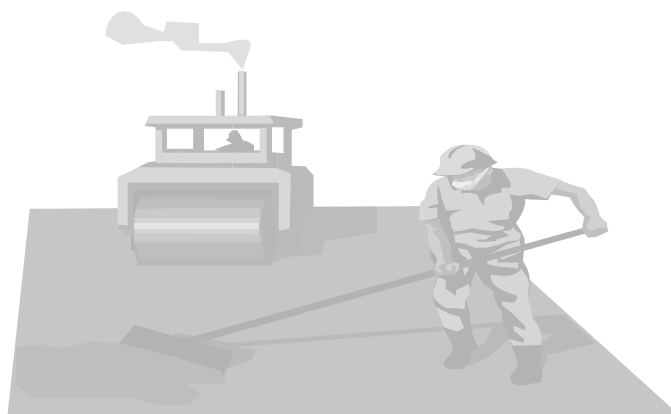
- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to overall established schedules.

## Complete construction phases on schedule:

- Prepare roads for Surface Treatment applications.
- Pave 60.35 miles in all Precincts.

## \* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	15%
Element Supervisor:	Duane White	80%
Team Leaders:	Matt Dodd/Jayson Collins	100%
Team Members:	14 - EO's     2 - RMW's	100%
Engineer:	Scott Lambert	15%





## Surface Treatment\*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	J10100	DAFFAN LN***	JOHNNY MORRIS RD	DECKER LN	1.24
1	K12000	LITTIG RD***	A & NW RR	JONES RD	0.73
1	K12000	LITTIG RD***	JONES RD	BALLERSTEDT RD	0.84
					2.80
4	C09400	MOORE RD***	FM 973 RD	BLOCKER LN	1.13
4	C09400	MOORE RD***	BLOCKER LN	MAHA LOOP RD	1.25
4	E08505	OLD LOCKHART HWY***	BRADSHAW	CAPITOL VIEW DR	1.04
				PCT 4 TOTAL	3.42
				ALL PCTS TOTAL:	6.23

\*\*\* = to be started after Rehabilitation work is completed.

## Grade 6\*

Pct	Fac ID	Road Name	Begin	Ending	Miles
2	C09607	EMMETT PKWY	WELLS PORT DR	CUL-DE-SAC WEST	0.15
2	O09612	QUIET POND CT	EMMETT PKWY	AROUND LOOP	0.12
2	O09605	RICK WHINERY DR	WELLS PORT DR	EMMETT PKWY	0.21
				PCT 2 TOTAL	0.48
3	G06501	ACTON DR	ROSSON DR	END	0.15
3	K06115	AQUA AZUL CT	LISA DR	CUL-DE-SAC	0.07
3	K06621	ASPEN DR	EL VIEJO CAMINO	CASTLE RD	0.17
3	K06500	AWELL CV	COMMONS FORD RD	END	0.09
3	K06213	BAHAMA RD	MECCA DR	YOSEMITE DR	0.62
3	K06205	BAL HARBOR RD	NIAGARA DR	MECCA DR	0.23
3	K06219	BALBOA RD	SAN JUAN DR	BAHAMA RD	0.42
3	K06501	BIRDLIP CIR	COMMONS FORD RD	END	0.08
3	L05115	BRANDING IRON PASS	COLT DR	CRAZYHORSE PASS	0.43
3	K06001	BRUTON SPRINGS RD	COMMONS FORD RD	ARROWEYE TRL	0.27
3	K06001	BRUTON SPRINGS RD	ARROWEYE TRL	DEAD-END (NE)	0.17
3	K07504	BUNNY RUN	CHARLES AVE	LIVEOAK DR	0.24
3	G05714	BUTLER CIR	TARA LN	CUL-DE-SAC	0.07
3	K06232	CANYON EDGE DR	PRESA ABAJO DR	DELGADO WAY	0.33
3	K06119	CARLOTTA CV	CARLOTTA LN	CUL-DE-SAC	0.08
3	K06113	CARLOTTA LN	LISA DR	CLIFFORD DR	0.77
3	K06223	CASA GRANDE DR	CUERNAVACA DR	SARATOGA DR	0.36
3	K06105	CASTILE RD	VILLAGE WEST DR	ASPEN DR	0.35
3	K06618	CERRO ALTO CV	VALLEY VIEW DR	CUL-DE-SAC	0.14
3	K07103	CHARLES AVE	LIVE OAK	BUNNY RUN	0.19
3	K06128	CHRISSYS CV	JENNYS JUMP DR	END	0.03
3	G05302	CLAXTON DR	MOWINKLE DR	WILLIAMSON CK	0.58
3	G05607	CLEMENTE CIR	DRECHO DR	DERECHO DR	0.39
3	K06106	CLIFFWOOD DR	LISA DR	END	0.22
3	K06224	COCHISE TRL	CASA GRANDE TRL	SARATOGA DR	0.09
3	L05116	COLT DR	PIMA TRL	BRANDING IRON PASS	0.26
3	K06004	COMMONS FORD RD	BRUTON SPGS	CUERNAVACA DR	1.76
3	H03220	COMPASS CIR	WEST CAVE LOOP	WEST CAVE LOOP	0.40
3	K06238	CORTO LN	WINCHESTER RD	END	0.02

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	L05102	CRAZYHORSE PASS	RUNNING DEER TRL	PIMA TRL	0.26
3	H03105	CREEK CROSSING CV	WEST CAVE LP	CUL-DE-SAC	0.12
3	H05802	CREEK VIEW DR	CULDESAC	NORTH END	0.18
3	K06110	DAYTONA DR	MIAMI DR	ORLANDO DR	0.12
3	K06228	DE SOTO CIR	DESOTO DR	END	0.02
3	K06212	DE SOTO DR	BAHAMA RD	SAN JUAN DR	0.31
3	K06212	DE SOTO DR	SAN JUAN DR	RIVIERA RD	0.39
3	K06220	DE VACA DR	DE SOTO DR	SAN JUAN DR	0.05
3	L05003	DEBBA DR	SOCORRO DR	FORT SMITH TRL (WEST)	0.14
3	L05003	DEBBA DR	FORT SMITH TRL (WEST)	PIKE RD	0.03
3	L05003	DEBBA DR	PIKE RD	FORT SMITH TRL (EAST)	0.16
3	K06214	DEL RIO DR	BAHAMA RD	SARATOGA DR	0.20
3	K06231	DELGADO WAY	CANYON EDGE WAY	CUERNAVACA RD	0.10
3	G05606	DERECHO DR	US HWY 290	CLEMENTE CIR	0.44
3	G05606	DERECHO DR	CLEMENTE CIR	CLEMENTE CIR	0.13
3	G05606	DERECHO DR	CLEMENTE CIR	END	0.37
3	K06103	DEVEREUX DR	VALLEY VIEW DR	LISA DR	0.12
3	G05307	DORELLA LN	MOWINKLE DR	PITTER PAT LN	0.47
3	K06612	EAGLE LOOKOUT DR	FALCON RIDGE DR	WILDFLOWER LN	0.14
3	H07103	EANES SCHOOL RD	HILLSIDE CT	WEST LAKE CLL	0.30
3	K06202	EDGEWATER DR	END	NIAGRA DR	0.62
3	G05701	EITEL LN	VIKKI TER	US HWY 290	0.07
3	K06609	EL VIEJO CAMINO	CUERNAVACA DR	VILLAGE WEST DR	0.41
3	K06607	FALCON RIDGE DR	LAURELWOOD DR	LISA DR	0.17
3	G05209	FELTS LN	END	THOMASWOODS LN	0.03
3	G05711	FLINTROCK CIR	HONEYCOMB DR	LEDGESTONE TERRACE	0.48
3	K06120	FOGGY GLEN CV	CLIFFWOOD DR	CUL-DE-SAC	0.08
3	L05005	FOY DR	RED FOX DR	SHARPS RD	0.25
3	K06117	FRIO CV	CARLOTTA CV	CUL-DE-SAC	0.05
3	J06210	GALEANA TRACE CV	RIVER HILLS RD	CUL-DE-SAC WEST	0.12
3	G05702	GENEVA PKWY	VIKKI TER	US HWY 290	0.06
3	G05905	HASKEL DR	BOLING DR	SCENIC BROOK DR	0.17
3	H06502	HENRY MARX LN	CUL-DE-SAC	BARTON CREEK BLVD	0.33
3	H03215	HIDEAWAY CV	CUL-DE-SAC	WEST CAVE LP	0.13
3	J03500	HIGH PLAINS DR	TRAV-HAYS CO	HAMILTON POOL RD	0.10
3	H03106	HILL COUNTRY SKYLINE	WEST CAVE LOOP	WEST CAVE LOOP	0.61
3	H07102	HILLSIDE CT	EANS SCHOOL RD	CUL-DE-SAC	0.16
3	G05710	HONEYCOMB DR	LEDGESTONE TER	CUL-DE-SAC	0.52
3	H03101	HORSESHOE DR	TRAVIS-HAYS CO	CUL-DE-SAC	0.13
3	L05220	HUNTERS PASS	RUNNING DEER TRL	989' N OF RUNNING DEER TRL	0.19
3	K06207	INCA LN	RIVIERA RD	VALLARTA LN	0.14
3	K06803	ISLAND WOOD RD	RIVER HILLS RD	CUL-DE-SAC	0.23
3	K06127	JENNYS JUMP DR	END	LISA DR	0.32

\* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	G05703	KAY LN	MICHAEL DL	VIKKI TER	0.16
3	G05205	KINGSTON DR	END	MURMURING CK	0.05
3	K06210	LA JOLLA DR	RIVIERA RD	VALLARTA LN	0.14
3	K06603	LAKE HILLS DR	LAKE RIDGE DR	MOUNTAIN OAKS DR	0.42
3	K06602	LAKE RIDGE DR	CUERNAVACA DR	LISA DR	0.48
3	L05103	LANCE RD	RED FOX RD	THUNDERHEAD RD	0.05
3	K06102	LANCER LN	VILLAGE WEST DR	SARACTR	0.24
3	K06122	LAURANNE LN	CARLOTTA LN	CUL-DE-SAC	0.21
3	K06606	LAURELWOOD DR	MOUNTAIN OAKS	WILDFLOWER LN	0.34
3	G05709	LEDGESTONE TERRACE	US HWY 290	SANDSTONE ST	1.06
3	K06108	LIPAN TRL	CUERNAVACA DR	VILLAGE WEST DR	0.36
3	K06108	LIPAN TRL	VILLAGE WEST DR	END	0.32
3	K06225	LIPANES TRL	CASA GRANDE DR	SARATOGA DR	0.09
3	K06124	LISA CV	LISA DR	CUL-DE-SAC	0.03
3	K06107	LISA DR	LAKE RIDGE DR	END	0.29
3	K06107	LISA DR	LAKE RIDGE DR	SKI SLOPE DR	0.75
3	K07104	LIVEOAK DR	BUNNY RUN	CHARLES AVE+50	0.09
3	K07104	LIVEOAK DR	BUNNY RUN	END	0.07
3	H07000	LOST CREEK BLVD	QUAKER RIDGE DR	BARTON CK	1.18
3	K06216	MAGELLAN DR	SAN LUIS TRL	SARATOGA DR	0.09
3	K06229	MECCA CIR	MECCA RD	CUL-DE-SAC	0.02
3	K06201	MECCA RD	CUERNAVACA DR	EDGEWATER DR	0.87
3	K06217	MESTENA TRL	SARATOGA DR	BAHAMA RD	0.05
3	K06217	MESTENA TRL	END	SARATOGA DR	0.04
3	K06101	MIAMI DR	ORLANDO DR	DAYTONA DR	0.13
3	K06101	MIAMI DR	VILLAGE WEST DR	END	0.35
3	G05704	MICHAEL DL	WEIR LP	GENEVA PKWY	0.34
3	K07825	MICHAELS CV	WESTLAKE DR	CUL-DE-SAC WEST	0.18
3	K06604	MOUNTAIN OAKS DR	LAKE HILLS DR	LAURELWOOD DR	0.10
3	K06204	NIAGARA DR	RIVIERA RD	EDGEWATER DR	0.24
3	K06300	OESTRICK LN	CUERNAVACA DR	CUL-DE-SAC	0.46
3	K06125	ORLANDO CIR	ORLANDO DR	CUL-DE-SAC	0.03
3	K06111	ORLANDO RD	SAN AUGUSTINE DR	VILLAGE WEST DR	0.25
3	K06215	PALOMINO DR	SAN LUIS TRL	SARATOGA DR	0.10
3	H03103	PEERMAN LN	HAMILTON POOL RD	SADDLE HORN DR	0.14
3	H03216	POINTS WEST RDG	CUL-DE-SAC	WEST CAVE LP	0.04
3	K06235	PRESA ABAJO DR	END	CANYON EDGE DR	0.09
3	K06104	PRESA ARRIBA RD	ASPEN DR	VILLAGE WEST DR	0.20
3	L05113	QUANAH PARKER TRL	RUNNING DEER TRL	INDIAN CREEK RD	0.56
3	L05600	RED FOX RD	DEBBA DR	BLUE JAY PT	0.56
3	L05600	RED FOX RD	FOY DR	DEBBA DR	0.13
3	G05706	RIMSTONE TRL	WEIR LOOP	WEIR LOOP	0.35
3	G05208	RISING SMOKE LP	THOMAS WOODS LA	THOMAS WOODS LA	0.19

\* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	K06206	RIVIERA RD	MECCA RD	BAL HBR	0.26
3	G05708	ROD RD	VIKKI TERRACE	MICHAEL DL	0.18
3	H03002	SADDLEHORN DR	TRAVIS-HAYS CO	TRAVIS-HAYS CO	1.05
3	G05309	SAM CARTER DR	MOWINKLE DR	PITTER PAT LN	0.48
3	K06109	SAN AUGUSTINE DR	CUERNAVACA DR	CASTILE RD	0.28
3	K06211	SAN JUAN DR	CASA GRANDE DR	DE SOTO DR	0.66
3	K06211	SAN JUAN DR	VILLIAGE WEST DR	SARACEN RD	0.16
3	K06209	SAN LUIS TRL	MECCA RD	SARATOGA DR	0.30
3	F05200	SANDSTONE ST	LEDGESTONE TER	END	0.30
3	K06227	SARACEN RD	MIAMI RD	CUERNAVACA RD	0.26
3	K06200	SARATOGA DR	MECCA RD	VALLARTA LN	0.97
3	K06222	SAUGUS LN	MECCA RD	400' E of SAN JUAN DR	0.22
3	G05715	SCARLET CIR	CUL-DE-SAC	TARA LN	0.07
3	L05111	SHARPS RD	FOY DR	CUL-DE-SAC	0.26
3	L05119	SHAWNEE CIR	THUNDERHEAD RD	DEAD END (SOUTH)	0.08
3	H03108	SHEPHERDS CORRAL	130' N WEST CAVE LP	WEST CAVE LP (NORTH INTER)	0.45
3	H03108	SHEPHERDS CORRAL	130' N WEST CAVE LP	WEST CAVE LP (SOUTH INTER)	0.02
3	K06100	SKI SLOPE DR	CLIFFWOOD DR	END	0.22
3	G05311	SOUTH BEND AVE	CIRCLE DR	END	0.12
3	K06613	SOUTHWARD CV	CUERNAVACA DR	CUL-DE-SAC	0.11
3	K06114	SPOTTED FAWN CIR	CARLOTTA LN	CUL-DE-SAC	0.08
3	G05500	SPRING VALLEY RD	US HWY 290	VALLEY VIS	0.37
3	K02500	STAGECOACH RANCH RD	HAMILTON POOL RD	TRAVIS-HAYS CO	0.94
3	K06622	STALLION DR	TUMBLEWEED TRL	CUL-DE-SAC	0.18
3	H03003	STIRRUP DR	WINCHESTERRACE	TRAVIS-HAYS CO	0.05
3	H07001	SUNDOWN PKWY	190' S BEE CAVES RD	SUNDOWN PKWY	1.12
3	H03111	SURVEYORS CRSG	WEST CAVE LOOP	WEST CAVE LOOP	0.20
3	G05510	TANGLERIDGE CIR	TANGLERIDGE CIR	CIRCLE DR	0.62
3	G05716	TARA LN	US HWY 290	CUL-DE-SAC	0.56
3	K06800	TAYLOR RD	RIVER HILLS RD	END	0.37
3	H03104	THE ENTRANCE RD	WEST CAVE LP	FM 12 RD	0.13
3	G05207	THOMASWOOD LN	THOMAS SPGS	LENAPE TRL	0.48
3	G05903	THUNDERBIRD RD	US 290 W	BOLING DR	1.00
3	K06610	TIMBER RIDGE CV	TIMBER RIDGE PA	CUL-DE-SAC	0.05
3	K06611	TIMBER RIDGE PASS	CUERNAVACA DR	CUERNAVACA DR	0.40
3	K06233	TONTO LN	CASAGRANDE DR	SARATOGA DR	0.09
3	G05305	TOWANA CIR	CUL-DE-SAC	TOWANA TRL	0.05
3	G05304	TOWANA TRL	AUSTIN CLL	PITTER PAT LN	0.55
3	G05206	TRENTON DR	MURMURING CK	END	0.05
3	K06620	TUMBLEWEED TRL	CUERNAVACA DR	COMMONS FORD RD	0.37
3	K06620	TUMBLEWEED TRL	STALLION DR	DEAD END	0.53
3	K06620	TUMBLEWEED TRL	CUERNAVACA DR	STALLION DR	0.35
3	H03102	TWIN SADDLES	SADDLEHORN DR	CUL-DE-SAC	0.15

\* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	K06208	VALLARTA LN	SAN LUIS TRL	LA JOLLA DR	0.24
3	K06208	VALLARTA LN	INCA LN	LA JOLLA DR	0.05
3	K06608	VALLEY VIEW DR	LAKE RIDGE DR	EL VIEJO CAMINO	0.25
3	G05508	VALLEY VIS	SPRING VALLEY RD	END	0.23
3	K06118	VENITA CV	CARLOTTA LN	CUL-DE-SAC	0.05
3	G05713	VIKKI TERRACE	WIER LP	GENEVA PKWY	0.49
3	G05713	VIKKI TERRACE	ROD RD	GENEVA PKWY	0.02
3	K06601	VILLAGE WEST DR	EL VIEJO CAMINO	CUERNAVACA DR	0.51
3	K06121	VISTA DEL SOL	LAURANNE LN	CUL-DE-SAC	0.05
3	G05705	WEIR LOOP CIR	MICHAEL DAVE	MICHAEL DAVE	1.02
3	H03107	WEST CAVE CRSG	WEST CAVE LP	WEST CAVE BLVD	0.18
3	H03107	WEST CAVE LP	625' S HILL COUNTRY	80' N SHEPHERD COR	1.76
3	H03107	WEST CAVE LP	WEST CAVE LP	594' NW OF WEST CAVE CRSG	0.11
3	H03107	WEST CAVE LP	625' S HILL COUNTRY	633' NE OF WEST CAVE CRSG	0.12
3	K06614	WESTWARD CV	TIMBER RIDGE PA	CUL-DE-SAC	0.06
3	K06615	WESTWARD DR	CUERNAVACA DR	TIMBERRIDGE PAS	0.10
3	L05117	WESTWARD HO TRL	RUNNING DEER TRL	RUNNING DEER TRL	0.39
3	L05221	WHITE DOVE PASS	RUNNING DEER TRL	RAIN WATERRACE	0.30
3	L05221	WHITE DOVE PASS	RUNNING DEER TRL	HUNTERS PASS	0.05
3	L05216	WHITEBEAD TRL	RUNNING DEER TRL	CRAZYHORSE PASS	0.25
3	H06306	WHITEMARSH VALLEY WALK	BEN CRENSHAW WAY	LOST CREEK BLVD	0.17
3	K06605	WILDFLOWER LN	LAKE HILLS DR	LISA DR	0.28
3	G05301	WILLIAMSON CREEK DR	END	CIRCLE DR	0.70
3	H03001	WINCHESTER DR	TRAVIS-HAYS CO	TRAVIS-HAYS CO	0.42
3	K06619	WOODLAKE CIR	COMMONS FRD	CUL-DE-SAC	0.06
3	K06617	WOODLAKE CV	TUMBLEWEED TRL	CUL-DE-SAC	0.08
3	K06616	WOODLAKE TRL	DEAD END	LAKE HILLS DR	0.04
3	K06218	YOSEMITE DR	BALBOA RD	DE SOTO DR	0.17
3	K06221	ZION WAY	SAN JUAN DR	MECCA RD	0.14
				PCT 3 TOTAL:	53.64
				<b>ALL PCTS TOTAL:</b>	<b>54.12</b>

\* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

# 4111 – Edge and Shoulder Restoration

This element will function as a county wide element. Resources will be available at the East Service Center to respond to projects in all service areas.

## Actions:

- To complete approximately **30 miles** on accepted roads.

## Performance Monitors and Measures:

- Completion of all projects that are identified through the pavement management system, work order response, and an evaluation by traffic personnel.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions. Adherence to established schedules.

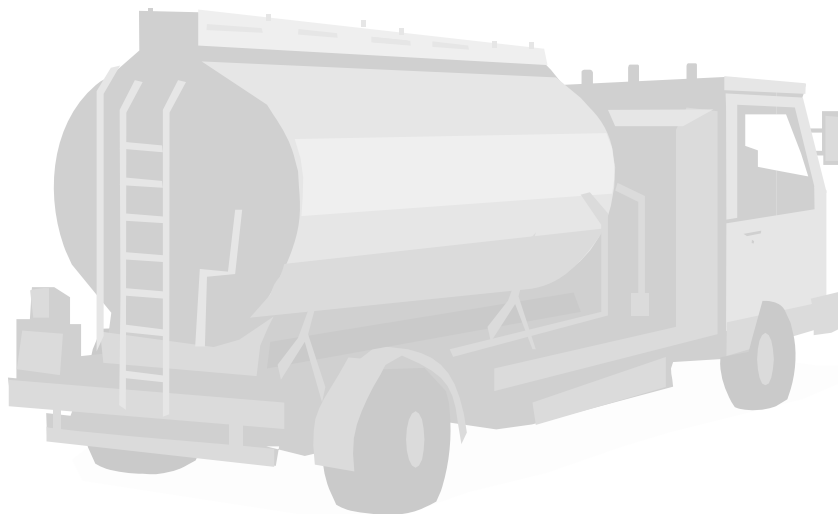
## Complete maintenance applications on schedule:

### Restore 30 miles:

- East Region target – **20 miles**
- West Region target – **10 miles**

## \* Staff Assignment & Time Investment:

Element Managers:	Eddie Jones	10%
Element Supervisors:	Lloyd Rendon	60%
Team Leaders:	David Reyes	100%
Team Members:	3 - EO's 2 - RMW's	100%



# 4112/4113 - Patching / Crack Seal

This element will function as a core element. Resources will be available at each service center to respond to projects in the service area.

## Actions:

- To complete patch operations on **125 miles** on accepted roadways.
- To complete crack sealing operations on **125 miles** on accepted roadways
- Crack seal parks and facility projects as requested and funded.

## Performance Monitors and Measures:

- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work request and proactive response schedules.

## Complete maintenance applications on schedule:

### Patch 125 miles:

- East Region target – 65 miles
- West Region target – 60 miles

### Crack Seal 125 miles:

- East Region target – 75 miles
- West Region target – 50 miles

Projects are identified based on need and will change as conditions warrant and new projects are identified.

### Minimum Completion Times (includes 5 day response time):

- East Region **8 days**
- West Region **6 days**

## \* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	10%
Element Supervisor:	Brian Cherry	90%
Team Leaders:	Jason Smith, East/Claudie Young, West	100%
Team Members:	1 – EO 13 - RMW's	100%
Engineer:	Scott Lambert	5%



# 4114 – HMAC Overlay/ Alternative Paving Treatments

This element is a countywide roadway maintenance element. Most work completed within this element will be administered through contracted services. The Division Manager will coordinate with financial services and the purchasing office to administer contracts.

## Actions:

- To complete approximately **29.83 miles** of 1 ½" Overlays.
  - Precinct One – 13.34 miles
  - Precinct Two – 2.25 miles
  - Precinct Three – 9.19 miles
  - Precinct Four – 5.05 miles
- To complete selected Parks and Facility Projects subject to funding.
- To complete **24.54 miles** of Alternative Paving- Asphalt Rejuvenation
- 

## Performance Monitors and Measures:

- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Adherence to established schedules.

## Prepare FY09 HMAC Overlay Contracts:

- 1 ½" Overlay Program
- Advertise contracts by: **03/15/13**

## Administer 1-1/2" Overlay Contract:

- Begin overlay applications by: **06/15/13**
- Complete overlay applications by: **09/30/13**

## Staff Assignment & Time Investment:

Division Manager:	Vacant	25%
Element Manager:	Eddie Jones	10%
Engineer	Scott Lambert	15%





**1 1/2" OVERLAY\***

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	K13100	ALBERT VOELKER RD	US HWY 290	COUNTY LINE RD	2.61
1	L12900	BALLERSTEDT	VOELKER LN	LITTIG RD	1.69
1	J10100	DAFFAN LN***	JOHNNY MORRIS RD	DECKER LN	1.24
1	L11000	FUCHS GROVE RD	GREGG MANOR RD	RECTOR LP	0.58
1	L11000	FUCHS GROVE RD	RECTOR LP	GREGG LN	1.05
1	L11000	FUCHS GROVE RD	GREGG LN	CAMERON RD	1.04
1	K12000	LITTIG RD***	A & NW RR	JONES RD	0.73
1	K12000	LITTIG RD***	JONES RD	BALLERSTEDT RD	0.84
1	J11400	LOCKWOOD RD	TAYLOR LN	OLD LOCKWOOD RD	0.24
1	J11400	LOCKWOOD RD	OLD LOCKWOOD RD	PARSON LN	0.59
1	J11400	LOCKWOOD RD	BLAKE-MANOR RD	TAYLOR LN	0.27
1	J11400	LOCKWOOD RD	PARSONS RD	HOG EYE RD	1.50
1	L12800	VOELKER LN	BALLERSTEDT RD	US HWY 290	0.96
				PCT 1 TOTAL	13.34
2	O11600	CELE RD	CELE RD	CAMERON RD	0.03
2	O11600	CELE RD	WEISS LN	MELBER LN	1.38
2	O11600	CELE RD	MELBER LN	CAMERON RD	0.84
				PCT 2 TOTAL	2.25
3	K03900	BEE CREEK RD	RR 2322	THURMAN RD	1.59
3	K03900	BEE CREEK RD	THURMAN RD	BOB WIRE RD	2.77
3	K03900	BEE CREEK RD	BOB WIRE RD	CROSSWIND DR	0.77
3	K03900	BEE CREEK RD	CROSSWIND DR	HIGHLANDS BLVD	0.94
3	D07007	BETHEL CHURCH RD	FM 1626 RD	412' S OF FM 1626	0.08
3	D07007	BETHEL CHURCH RD	412' S OF FM 1626	DEAD END (SOUTH)	0.14
3	G05507	FITZHUGH RD	US HWY 290	KINSER LN	1.33
3	G05507	FITZHUGH RD	WAGON RD WEST	WINDING CREEK RD	0.61
3	G05507	FITZHUGH RD	WINDING CREEK RD	TRAVIS-HAYS CO	0.58
3	G05507	FITZHUGH RD	KINSER LN	WAGON ROAD WEST	0.38
				PCT 3 TOTAL	9.19
4	C09400	MOORE RD***	FM 973 RD	BLOCKER LN	1.13
4	C09400	MOORE RD***	BLOCKER LN	MAHA LOOP RD	1.25
4	E08505	OLD LOCKHART HWY***	BRADSHAW	CAPITOL VIEW DR	1.04
4	B08200	TURNERSVILLE RD	TRAVIS-HAYS LINE	N/S TURNERSVILLE RD	1.63
				PCT 4 TOTAL	5.05
				<b>TOTAL ALL PCTS</b>	<b>29.83</b>

\*\*\* = to be started after Rehabilitation work is completed.

\* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

### Parks (LCRA) Projects\*\*

Pct	Park	Details	Area (Sq Yds)	Type
Parks	LCRA Parks	Unimproved roads at LCRA Parks	11,111	Excavation, base prep, & HMAC

**\*\*These projects are subject to funding.**

### Criminal Justice – Gardner Betts Juvenile Center Projects\*\*

Pct	Location	Details	Area (Sq Yds)	Type
4	Gardner-Betts Juvenile Justice Center	Northwest small parking lot	268 SY	Remove & replace HMAC surface
4	Gardner-Betts Juvenile Justice Center	West parking lot	1344 SY	Remove & replace HMAC surface
4	Gardner-Betts Juvenile Justice Center	Parking garage driveway	994 SY	Remove & replace HMAC surface

**\*\*These projects are subject to funding (including funds for restriping).**

## Rejuvenation\*

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	J05209	ADELANTO CT	SONOMA	CUL-DE-SAC	0.07
3	J05411	ALLIUM DR	CUL-DE-SAC	CUL-DE-SAC	0.10
3	J05303	ANDREA RIDGE CV	SONOMA DR	CUL-DE-SAC	0.04
3	J05220	ARVIN DR	SONOMA	PLEASANT HL	0.07
3	J05306	ASHLEY WORTH BLVD	FM 2244	END	0.08
3	K06713	ATWATER CV	END	MARLY WAY	0.21
3	J05212	AVENAL DR	CUL-DE-SAC	CUL-DE-SAC	0.07
3	J05903	BARTON POINT CIR	BARTON POINT	BARTON POINT DR	0.25
3	J06500	BARTON POINT DR	CREEK'S EDGE	ROUND ABOUT	0.75
3	J05225	BAYTON DR	END	SONOMA DR	0.09
3	J06303	BEARDSLEY CV	BEARDSLEY LN	END	0.03
3	J06300	BEARDSLEY LN	FM 2244	CUL-DE-SAC	0.92
3	J05200	BENECIA CT	SONOMA	CUL-DE-SAC	0.06
3	K06714	BRANDON WAY	MARLY WAY	END	0.92
3	J05224	BRITTANY POINT LN	FAIRFAX RDG	CUL-DE-SAC	0.17
3	K06717	BROOKHURST CV	MARLY WAY	CUL-DE-SAC WEST	0.07
3	J06900	CANYON RIM DR	FM 2244	WHIPPOOR WILL	0.40
3	J06900	CANYON RIM DR	WHIPPOOR WILL	CABIN RD	0.41
3	K06712	CAPEHART CV	MARLY WAY	END	0.16
3	J05300	CASCADE FALLS DR	CUL-DE-SAC	CUL-DE-SAC	0.20
3	J06003	CIRCLEVIEW DR	CREEK'S EDGE PKWY	CIRCLEVIEW DR	0.71
3	J06004	CLIFFS EDGE DR	SCENIC BLUFF DR	CREEK'S EDGE PKWY	0.43
3	J05408	COREOPSIS DR	CUL-DE-SAC	CUL-DE-SAC	0.12
3	J06501	CREEK'S EDGE CIR	CREEK'S EDGE PK	CREEK'S EDGE PK	0.33
3	J06005	CREEK'S EDGE PKWY	END OF MEDIAN	CUL-DE-SAC	0.76
3	J06005	CREEK'S EDGE PKWY E	FM 2244 RD	630' S BARTON PT DR	0.79
3	J06005	CREEK'S EDGE PKWY WEST	CREEKS EDGE PKWY E	630' S BARTON PT DR	0.86
3	J06200	CRYSTAL CREEK DR	FM 2244	CRITTER CYN	1.16
3	J06200	CRYSTAL CREEK DR	CRITTER CYN	CUL-DE-SAC	0.30
3	J06104	CRYSTAL MOUNTAIN DR	FM 2244	SILVER PINE CRK	0.61
3	J06101	CRYSTAL TERRACE	CRYSTAL MTN	CUL-DE-SAC	0.04
3	J06316	DANFORTH CV	END	TALBOT LN	0.16
3	J05406	DATURA CT	INDIGO BROOM	CUL-DE-SAC	0.05
3	J06103	DEER SHADOW PASS	CUL-DE-SAC	CUL-DE-SAC	0.11
3	J05236	EMERALD FALLS DR	CUL-DE-SAC	RESACA BLVD	0.28
3	J05213	ETNA DR	LOOMIS DR	SONOMA DR	0.14
3	J05216	FAIRFAX RIDGE PL	CUL-DE-SAC	CUL-DE-SAC	0.24
3	J05240	FORTUNA CV	FORTUNA DR	CUL-DE-SAC	0.06
3	J05214	FORTUNA DR	END	LOOMIS DR	0.09
3	J05104	FOWLER DR	SONOMA	END	0.01
3	J05229	GLENDORA CT	CARLSBAD DR	END	0.02
3	H06112	GOLDEN RAIN CV	CUL-DE-SAC	BARTON CREEK BLVD	0.07
3	J06208	GRACE LN	FM 2244	CUL-DE-SAC SOUTH	0.21
3	J06801	GUINEVERE LN	CANYON RIM DR	WHIPPOOR WILL TRL	0.06
3	J05223	HURON CLUB CT	FAIRFAX RDG	CUL-DE-SAC	0.04
3	J05404	INDIGO BROOM LP	SENNA HLS	ALLIUM DR	0.71

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	J06901	KING ARTHUR CT	CANYON RIM DR	END	0.12
3	J06902	KINGS ROW	END	FM 2244	0.11
3	J05239	LAKE STONE DR	RESACA BLVD	CUL-DE-SAC (WEST)	0.29
3	J06803	LANCELOT WAY	CANYON RIM DR	CANYON RIM DR	0.26
3	J05405	LEMON MINT CT	INDIGO BROOM	CUL-DE-SAC	0.14
3	J05228	LENWOOD CT	CARLSBAD DR	END	0.03
3	J05201	LOMITA DR	SONOMA	CUL-DE-SAC	0.10
3	J05205	LOOMIS DR	PORTOLA CT	FORTUNA DR	0.15
3	J05218	LYON CLUB CT	SONOMA	CUL-DE-SAC	0.03
3	J06301	MALISH CT	END	BEARDSLEY LN	0.07
3	J05207	MARIN CT	SONOMA	CUL-DE-SAC	0.05
3	K06715	MARLY CV	MARLY WAY	CUL-DE-SAC EAST	0.05
3	H06109	MISSION CREEK CV	MISSION CREEK DR	CUL-DE-SAC	0.05
3	H06103	MISSION CREEK DR	CULDESAC	CULDESAC	0.22
3	H06001	MISTY CREEK DR	CUL-DE-SAC	BARTON CREEK BLVD	0.25
3	J06307	NEWHALL CV	END	NEWHALL LN	0.16
3	J06308	NEWHALL LN	FM 2244	CUL-DE-SAC	0.28
3	J05203	NORCO DR	LOOMIS DR	SONOMA	0.09
3	J05103	NORMANDY RIDGE LN	CUL-DE-SAC	CUL-DE-SAC	0.13
3	J05230	PALM DALE CT	CARLSBAD DR	END	0.04
3	J06000	PATTERSON RD	FM 2244 RD	CUL-DE-SAC	1.52
3	J05402	PEONIA CT	SENNA HILLS DR	CUL-DE-SAC	0.10
3	J05222	PLEASANT HILL CT	CUL-DE-SAC	CUL-DE-SAC	0.10
3	K05800	PLEASANT PANORAMA VW	RESECA BLVD	SEA EAGLE VW	0.32
3	J05409	PLUCHEA CV	INDIGO BROOM	CUL-DE-SAC	0.09
3	J05307	POINT VIEW DR	RESECA BLVD	POINT VIEW DR	0.35
3	J05208	PORTOLA CT	TULARE DR	CUL-DE-SAC	0.11
3	J05244	PRESERVE VISTA TER	SEA EAGLE VW	SEA EAGLE VW	0.20
3	J05217	REIMS CT	SONOMA	CUL-DE-SAC	0.06
3	J05410	RIVINA DR	SENNA HLS	INDIGO BROOM	0.21
3	J05221	SAN BENITO CT	CUL-DE-SAC	CUL-DE-SAC	0.13
3	J05101	SAN MATEO CT	CUL-DE-SAC	SAN MATEO DR	0.04
3	J05100	SAN MATEO DR	SONOMA	FAIRFAX RIDGE PL	0.14
3	J05202	SANTEE DR	CUL-DE-SAC	CUL-DE-SAC	0.10
3	J05219	SAVOY CT	SONOMA	CUL-DE-SAC	0.06
3	J06002	SCENIC BLUFF DR	CREEKS EDGE PKWY	CUL-DE-SAC	1.28
3	J05421	SEA EAGLE VIEW CV	SEA EAGLE VW	CUL-DE-SAC SOUTH PRESERVE VISTA TER (SOUTH)	0.03
3	J05308	SEA EAGLE VW	PLEASANT PANORAMA VW	PRESERVE VISTA TER (SOUTH)	0.15
3	J05308	SEA EAGLE VW	PRESERVE VISTA TER (SOUTH)	PLEASANT PANORAMA VW	0.25
3	J05401	SENNA HILLS DR	FM 2244	END	0.93
3	J06102	SILVER PINE CV	CUL-DE-SAC	CUL-DE-SAC	0.15
3	J05302	SONOMA CV	SONOMA DR	CUL-DE-SAC	0.06
3	J05243	STERLING PANORAMA CT	STERLING PANORAMA TERRACE	END	0.08
3	J05242	STERLING PANORAMA TERRACE	RESACA BLVD	RESACA BLVD	0.26
3	J05241	SUNDOWN DR	CASCADE FLS	EMERALD FLS	0.10
3	J06315	TALBOT CV	TALBOT LN	END	0.09
3	J06302	TALBOT LN	END	BEARDSLEY LN	0.58

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	J05204	TEHAMA CT	SONOMA	CUL-DE-SAC	0.07
3	J05226	TORRANCE CT	BAYTON DR	CUL-DE-SAC	0.02
3	J05403	TRILLIUM CV	PEONIA CT	CUL-DE-SAC	0.06
3	J05206	TULARE DR	NAPA DR	CUL-DE-SAC	0.13
3	J05412	VERVAIN CT	SENNA HLS	CUL-DE-SAC	0.07
3	J05238	WATERCREST CT	WATERCREST DR	CUL-DE-SAC	0.04
3	J05237	WATERCREST DR	LAKE STONE	EMERALD FLS	0.12
3	J05102	WHEATLAND DR	SAN BENITO CT	SAN MATEO DR	0.05
3	J06802	WHIPPOORWILL TRL	CANYON RIM DR	GUINEVERE LN	0.06
3	J06802	WHIPPOORWILL TRL	CANYON RIM DR	END OF PAVEMENT	0.11
3	J05407	YARROW CT	LEMON MINT	CUL-DE-SAC	0.01
3	M03401	SKYLINE DR	THURMAN BND	END	0.32
				<b>TOTAL PCT 3 – ALL ROADS</b>	<b>24.54</b>

\* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

# 4115 - Signs/Barricade Maintenance

This element will function as a core element. Resources will be available at each service center to respond to projects internal to the service area.

## Actions:

- Inspect, maintain and install approximately **6500 devices**.

## Performance Monitors and Measures:

Maintain and install traffic signs & devices in compliance with the 2011 TxMUTCD.

- Provide preventative and responsive maintenance to all traffic control devices on accepted roadways.
- All signs replaced and all new signs installations shall be “crash worthy” in accordance with the National Cooperative Highway Research Program (NCHRP) Report 350, “Recommended Procedures for the Safety Performance Evaluations of Highway Features.”
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and total devices.

## Minimum Response Times:

- Emergency Responses (Regulatory): **2 hours**
- Other Regulatory Devices: **5 days**
- Non-Regulatory Devices: **10 days**

## \* Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	30%
Team Members:	6 – RMW Sr’s	100%
	2 – RMW Sr’s	50%



# 4116 - Roadway Striping

This element is a countywide roadway maintenance element. Resources will be available at the East Service Center to respond to projects in all service areas.

## Actions:

- Re-paint centerline and edgeline striping for **450 miles** of striped roadways within the County.
- Repaint all non-thermoplastic pavement legends and crosswalks annually.
- Maintain all thermoplastic legends and crosswalks on an as-needed basis.
- Install new and maintain existing raised pavement markers as needed.
- Layout and stripe individualized striping plans as directed by the traffic engineering department.
- Restripe Parks and Facilities parking lots and roads upon transfer of funds on a job by job basis.

## Performance Monitors and Measures:

- Maintain traffic asphalt markings and legends in compliance with 2011 TxMUTCD.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to established schedules.

## Complete re-striping phases on schedule:

- Schedule striping to coincide with proposed pavement maintenance and rehabilitation projects.
- All other striping is scheduled as indicated below in rotation through the County.

## Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	30%
Team Leader:	Steve Etheridge	100%
Team Members:	2 – EO's	100%
	2 – RMW Sr's	50%

## Schedule:

Location	Miles	Start Date	Finish Date
Precinct 1 and Overlay/Chip Seal Roads	124	4/29/13	9/30/13
Precinct 2	36	3/25/13	4/26/13
Precinct 3	178	12/01/12	3/22/13
Parks/Facilities	30*		
Precinct 4	82	10/01/12	11/30/12
<b>Total Mileage</b>	<b>450</b>		



\*equivalent in mileage for 10 days of labor to restripe parking lots

# 4118 - Traffic Engineering

This element is a countywide roadway maintenance element. Resources will be available at 700 Lavaca to respond to requests from all service areas.

## Actions:

- Respond to approximately **210** constituent requests regarding traffic issues from all service areas.

## Performance Monitors and Measures:

- Respond to constituent requests regarding traffic issues from all service areas within a timely manner.
- Prepare signal warrant studies, all-way stop studies, school zone studies, ball bank analyses, and speed limit studies. All studies must be in compliance with the 2011 TxMUTCD.
- Prepare work orders for required signing and/or striping based on engineering analysis.
- Provide engineering review for traffic impact analysis, traffic control plans & utility cuts.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions. Adherence to established schedules.

## Minimum Response Times:

- Field inspect and respond: **2 weeks**
- Complete engineering studies: **8 weeks**

## Staff Assignment & Time Investment:

Program Manager:	David Greear	30%
Team Members:	Scott Lambert	35%
	Joe Hall	100%
	Jaime Mancillas	100%





# 4120 - Secondary Drainage

This element will function as a core right-of-way maintenance element. Resources will be available at each service center to respond to projects internal to the service area.

## Actions:

- Implement standards and concepts utilizing the Texas Pollutant Discharge Elimination System (TPDES) requirements.
- Complete **325** drainage projects <500 hours.
- Complete **5** drainage projects >500 hours.
- Complete drainage rehabilitation projects that are identified for internal staff assignment and in-house completions.

## Performance Monitors and Measures:

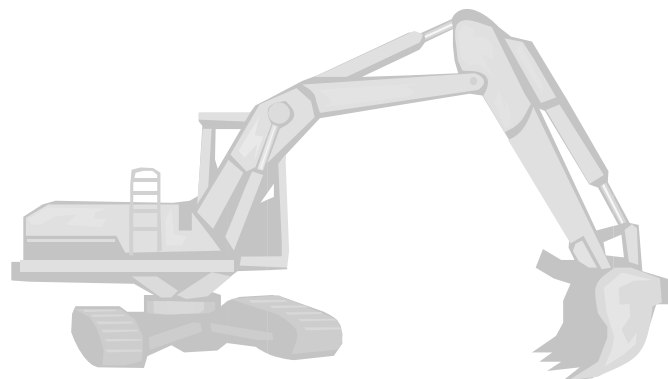
- Evaluate, stage resources & locate utilities.
- Human Resources assigned are measured for performance achievement on attainment of established response times for external work requests and adherence to established schedules.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.

## Complete Construction Phases on Schedule:

- Place erosion control devices.
- Rehab existing structure.
- Repair the affected roadway.
- Remove erosion control devices.

## \* Staff Assignment & Time Investment:

Element Manager:	vacant	15%
Element Supervisors:	Tracy Smith, East / Lester Lehman, West	50%
Team Leaders:	Sonya Padier, Kevin James, East	100%
	Victor Sequeira, Matthew Gibson, West	100%
	Mike Sanders, East / Vacant, West	100%
Team Members:	16 - EO's 14 - RMW's	100%
Engineer:	Steve Schiewe	50%



# 4121 - Drainage Structure Rehabilitation

This element will function as a core right-of-way maintenance element. Resources will be available at each service center to respond to projects internal to the service area.

## Actions:

- Implement standards and concepts utilizing TPDES requirements.
- Complete drainage rehabilitation projects as identified from work requests in secondary drainage.
- Complete comprehensive countywide drainage study.

## Performance Monitors and Measures:

- Evaluate, stage resources & complete improvements.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources are shared between this program and Program 4120 Secondary Drainage.

## Complete Construction Phases on Schedule:

- Place erosion control devices.
- Rehab existing structure.
- Repair the affected roadway.
- Remove erosion control devices.

## Staff Assignment & Time Investment:

Element Manager:	vacant	10%
Element Supervisors:	Tracy Smith, East / Lester Lehman, West	30%
Engineer:	Steve Schiewe	50%



# 4125 - ROW Vegetation Control

This element will function as a core element at each service center to respond to projects internal to each service area.

## Actions:

- Complete **2700 miles** of ROW strip mowing.
- Complete **300 miles** of herbicide application.
- Complete **100 miles** of brush trimming.

## Performance Monitors and Measures:

- Meet or exceed the Federal and State environmental laws and County policies.
- Evaluate, stage resources & complete improvements.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and to adherence to the established mowing rotation schedule.

## Response Times for Zone Area Mowing & Line-of-Sight Response Request:

- Line-of-Site responses: **3 days**
- Zone mowing operations in each precinct are scheduled by proximity locations and annualized rotation:  
**East** – 3 cycles per year / **West** – 3 cycles per year.

## \* Staff Assignment & Time Investment:

Element Manager:	vacant	10%
Element Supervisors:	Curtis Mills, East / Kevin Kunkel, West	45%
Team Leaders:	Eddie Blake, East / Bryan Meredith, West	100%
Team Members:	15 - RMW's	100%



## FY 12 Vegetation Control

### Mowing Schedule

Location	FIRST CUT		SECOND CUT		THIRD CUT	
	From	To	From	To	From	To
<b>PCT 1</b>						
Zone A	05/13/13	06/03/13	06/24/13	07/15/13	08/19/13	09/09/13
Zone B	06/05/13	06/26/13	07/17/13	08/07/13	09/11/13	10/02/13
Zone C	05/13/13	06/03/13	06/24/13	07/15/13	08/19/13	09/09/13
Zone D	06/05/13	06/27/13	07/17/13	08/08/13	09/11/13	10/03/13
<b>PCT 2</b>						
Zone A	04/29/13	05/22/13	06/24/13	07/17/13	08/19/13	09/11/13
<b>WSC/PCT 3</b>						
<b>North</b>						
Zone A	05/13/13	05/31/13	07/02/13	07/22/13	08/26/13	09/13/13
Zone B	06/04/13	06/25/13	07/24/13	08/14/13	09/17/13	10/08/13
Zone C	05/13/13	05/28/13	07/02/13	07/17/13	08/26/13	09/10/13
Zone D	05/30/13	06/25/13	07/19/13	08/14/13	09/12/13	10/08/13
<b>South</b>						
Zone A	05/13/13	05/29/13	07/02/13	07/18/13	08/26/13	09/11/13
Zone B	05/31/13	06/27/13	07/22/13	08/16/13	09/13/13	10/10/13
Zone C	05/13/13	06/04/13	07/02/13	07/24/13	08/26/13	09/17/13
Zone D	06/06/13	06/28/13	07/26/13	08/19/13	09/19/13	10/11/13
<b>PCT 4</b>						
Zone A	04/29/13	05/16/13	06/24/13	07/11/13	08/19/13	09/05/13
Zone B	05/16/13	06/03/13	07/11/13	07/29/13	09/05/13	09/23/13
Zone C	06/03/13	06/20/13	07/29/13	08/15/13	09/23/13	10/10/13

### Herbicide Applications Schedule

TASK	DURATION (in days)	START	END
<b>TEAM #1 and #2</b>	155		
<b>Spray Application</b>			
PCT. 4 – Spray Application	15		
PCT. 1 – Spray Application	15		
PCT. 2 – Spray Application	10		
<b>Spot Application- Summer</b>			
PCT. 4	10		
PCT. 1	10		
PCT. 3	10		
PCT. 2	10		
<b>Spot Application - Fall</b>		Mon 3/04/13	Fri 10/04/13
PCT. 4	10		
PCT. 1	10		
PCT. 3	10		
<b>Overlay</b>	15		
<b>Chip Seal Program</b>			
PCT. 3	10		
PCT. 2	5		
PCT. 4	5		
PCT. 1	10		

# 4127 - Work Order Response

This element will function as a core element. Resources will be available at each service center to respond to projects internal to each service area.

## Actions:

- Support Community Service Restitution programs with equipment and personnel on larger projects.
- Respond to **500** miscellaneous work requests on accepted ROW's and complete Christmas tree recycling in January.
- Respond to requests for the removal and disposal of **300** dead animals on accepted ROW's.

## Performance Monitors and Measures:

- Evaluate, stage resources & complete all requested responses on County ROW's.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and to adherence to the established mowing rotation schedule.

## Minimum Response Times:

- Dead animals: **2 days**
- Litter requests: **10 days**

## Staff Assignment & Time Investment:

Element Manager:	vacant	10%
Element Supervisor:	Curtis Mills, East	10%
	Kevin Kunkel, West	10%
	Jaime Garcia, Traffic (Dead animal response)	5%
Team Leaders:	Doug Todd	100%
Team Members:	2- EO's	100%
	(CSR – Trustee's, Probation resources)	50%



# 4128 - Pedestrian Way Maintenance

This element is a county wide roadway maintenance element. Work will be completed utilizing both county crews as well as contracted services. The Traffic Engineering section will coordinate and administer outside contracts.

## Actions:

- Install curb ramps at all locations where sidewalks cross curb lines.
- Bring non-ADA compliant sidewalks, driveways, and curb ramps into compliance.
- Provide ADA compliant pedestrian routes near schools and pedestrian generators.
- Bring non-ADA compliant sidewalks into compliance along roadways scheduled for overlays and reconstruction.

## Performance Monitors and Measures:

- Repair and replace sidewalks with cross slopes over 2%, and any elevation changes of more than ¼". Replace any curb ramps with slopes greater than 12:1 and landings of less than 4 feet by 4 feet.
- Sidewalks repaired using County crews will be managed by the pedestrian way road maintenance supervisor utilizing a bid time process.
- Sidewalks repaired using contracted services will be managed by the Traffic Engineering section.
- See attached FY13 Project listing for sidewalks repaired using both contracted services as well as County Crews.
- Individual constituent requests will be reviewed, evaluated, and completed by County crews.

## Staff Assignment & Time Investment:

Program Manager/Contract Services:	David Greear	10%
Manager Field Services:	Eddie Jones	15%
Element Supervisor:	Lloyd Rendon	30%
Engineer:	Scott Lambert	15%
Team Leader:	Robert Saldana	100%
Team Members:	4 – EO's / 2 – RMW's	100%



# ADA Sidewalk Repair Projects

## FY13 Sidewalk Repair Projects

The FY13 ADA Sidewalk Repair list is based on criteria outlined in the 2007 Transition Plan for bringing sidewalks into compliance with the Americans with Disabilities Act.

<b>COMPLETED BY COUNTY CREWS*</b>					
<b>Closest ADA Feature</b>	<b>Roadway Limits</b>	<b>Replace Curb Ramp</b>	<b>New Sidewalk</b>	<b>Repair Sidewalk (EA)</b>	<b>Total Sidewalk (LF)</b>
<b>Steiner Ranch</b>					
Quinlan Park Road	Capella Trail to Country Trails Lane (east side only)		1,700'		1,700'
<b>Wells Branch (substandard roads Phase W-2A)</b>					
Rick Whinery Drive	Wells Port Drive to Emmet Parkway (west side only)	8		23	460'
<b>Gus Garcia Middle School</b>					
Point North Drive	Johnny Morris Road to mailboxes		400'		400'
	<b>County Crew TOTAL</b>	<b>8</b>	<b>2,100'</b>	<b>23</b>	<b>2,560'</b>

\* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

<b>COMPLETED BY CONTRACT SERVICES</b>					
<b>Closest ADA Feature</b>	<b>Roadway Limits</b>	<b>Replace Curb Ramp</b>	<b>New Sidewalk</b>	<b>Sidewalk repair (EA)</b>	<b>Total Sidewalk (LF)</b>
<b>Wells Branch</b>					
Surrender Drive	Wells Branch to Klattenhoff Dr	16		16	320'
Taylor-Simonetti Ave	Merrilltown to Surrender			3	60'
Warfield Way	Merrilltown to Surrender			3	60'
<b>Barron Elementary</b>					
Cambourne Drive	Howard Lane to Harris Ridge	12		22	440'
Merseyside Drive	Letti Lane to Harris Ridge			4	80'
	<b>Contracted Services TOTAL</b>	<b>28</b>		<b>48</b>	<b>960'</b>



**SECTION 2**

**Public Works**

**ROAD  
&  
BRIDGE**

**PROGRAM 43**

**SIGN FABRICATION**

## **Transportation & Natural Resources Public Works Road & Bridge Sign Fabrication Division**

### **Goals**

In support of the division's strategic plan of providing a cost effective, efficient and safe transportation system:

- Reduce cycle time in responding to external customer requests, as measured by the work request system.
- Meet or exceed the Federal and State environmental laws and County policies.

### **Objective**

- To fabricate signs and ROW traffic control devices for all departments in compliance with the Division operating standards.

### **Progress Review & Tracking**

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 1/15/13, 4/15/13, 7/15/13 and 10/15/13.
- Monthly excel reports will be utilized to determine the percentage of constituents we are responding to within the minimum dedicated timeframes.

### **Support Staff & Their Contribution**

#### **Engineering Services**

- Respond to requests concerning compliance issues related to traffic sign fabrications.

#### **Financial Services**

- Review and update materials and service contracts for related programs. Process PRF's and contract invoices to meet program demands.

# 4305 - Sign Fabrication

This element is a countywide customer services element. Resources will be available at the East Service Center to respond to requests from all departments. The Road Maintenance Supervisor for traffic control will coordinate the resources for this element.

## Actions:

- Fabricate **6500** signs and ROW traffic control devices for Road Maintenance Division.
- Fabricate signs and other graphics for other departments in compliance with the Division's operating standards.

## Performance Monitors and Measures:

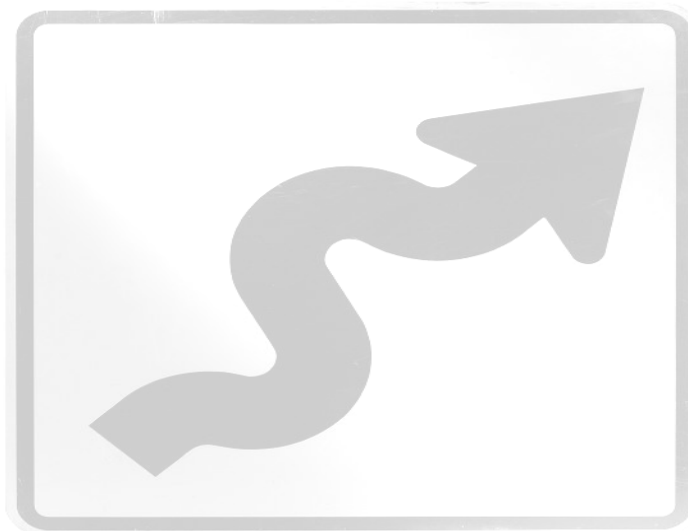
- Fabricate traffic signs & devices in compliance with the 2011 TxMUTCD.
- Provide responsive fabrication for all traffic control devices on accepted roadways.
- Provide responsive fabrication of sign requests from all departments within the County. Any "non-standard" sign requests will require a budget transfer for material costs.
- Provide responsive services for the application of motor vehicle decals provided through Fleet Services.
- Human resources assigned are measured for performance achievement on attainment of established response times for all work requests and total devices.

## Minimum Response Times:

- Standard: **3 days**
- Customized: **10 days**

## Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	25%
Team Members:	2 - Sign Fabricators	100%



**SECTION 3**

**Public Works**

**ROAD  
&  
BRIDGE**

**PROGRAM 85**

**CUSTOMER SERVICE**

## **Transportation & Natural Resources Public Works – Road & Bridge Customer Service Division**

### **Goals**

In support of the division's strategic plan of providing a cost effective, efficient and safe transportation system:

- Maintain all accepted roads in fair or better condition, as measured by PM condition surveys.
- Manage and operate the County transportation system to certification standards of the APWA.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.
- To manage an effective after-hours response to existing road, drainage systems, and other emergency operations on accepted roadways and easements.
- To provide administrative service support to the service centers by responding to external customer requests.
- To meet or exceed the Federal, State and County policies.

### **Objective**

- To provide a central point of contact for all internal and external requests for services and distribution to those requests to the appropriate divisions within the department.

### **Progress Review & Tracking**

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 01/15/13, 04/15/13, 07/15/13 and 10/15/13.
- HTE and excel reports will be utilized to determine the percentage of customers TNR is responding to within the minimum dedicated timeframes.

### **Support Staff & Their Contribution**

#### **Engineering**

- Provides limited record keeping, surveying and administrative support for identifying plots at the International Cemetery.

#### **Human Services**

- Notifies TNR staff of scheduling and tracking inventories on requested deliveries.

#### **Financial Services**

- Review and update materials and service contracts for related programs. Process PRF's and contract invoices to meet program demands.
- Provides support services for time-sheet coordination.

#### **TNR Dispatch**

- Provides radio support services and documents all resources for after-hours call-outs.

#### **Administrative Services**

- Provides support services for employee related issues.

# 8505 - Dispatch & Program Operations

This element is a countywide customer services element. Resources will be available at the East Service Center to respond to all requests.

## Actions:

- To provide a central point of contact for all internal and external requests for services and distribute those requests to the appropriate divisions within the department.

## Performance Monitors and Measures:

- Maintain and document phone & radio communications with department staff.
- Receive process and respond to work requests for service.
- Process Daily Job Reports (DJR's) for elements assigned by the following day of receipt.
- Receive request and submit purchase requisitions for road maintenance materials.

## Minimum Response Times:

- Requests: 1 day

## Staff Assignment & Time Investment:

Element Manager:	vacant	5%
Element Supervisor:	Geena Rohan	50%
Team Members:	2 – Dispatchers	100%



# 8510 – Solid Waste Management

This element will function as a countywide customer service element. Resources which service the Northwest quadrant of Travis County will be available at FM 1431 and will coordinate the resources for this element.

## Actions:

- To receive, compact and provide solid waste transfer services for residential refuse only.
- To serve as a recycle station for non-commercial/industrial recyclables, as part of a regional solid waste operation.

## Performance Monitors and Measures:

- Recyclables - TBD
- All received solid waste transferred daily.

## Minimum Response Times:

- Requests: **Upon Receipt**

## Staff Assignment & Time Investment:

Element Manager:	vacant	5%
Element Supervisor:	Kevin Kunkel	10%
Team Leader:	George Cloud	60%
Team Members:	1 – Office Specialist Sr.	5%



# 8515 – After-Hours Response

This element will function as a core customer services element. Resources will be available at each service center to respond to emergencies in each service area. The Road Maintenance Manager from each service area will coordinate the resources for this element.

## Actions:

- Effective after-hours response to existing roads, drainage systems, and other emergency operations on accepted roadways and easements.
- Effective responses to existing roads, drainage systems, and other emergency operations on accepted roadways and easements as needed during operation hours.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.

## Performance Monitors and Measures:

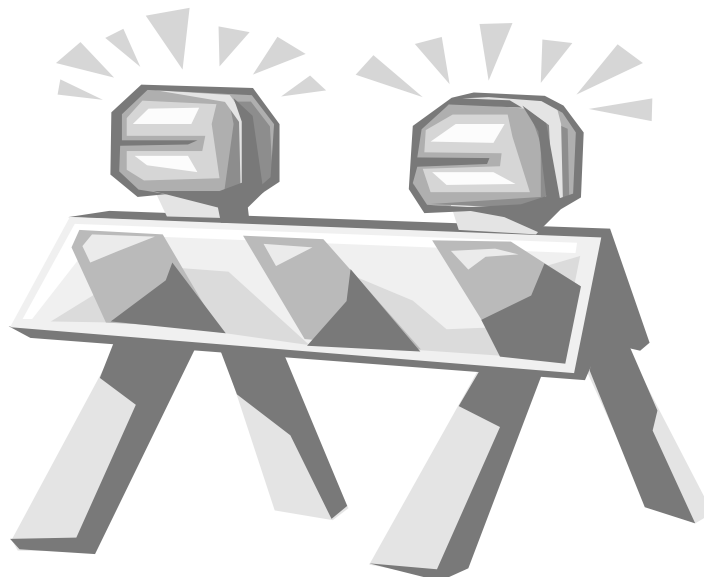
- Respond to approximately **125** after-hour calls.
- Respond to emergency responses during business hours as needed.

## Minimum Response Times:

- **2 Hours**

## Staff Assignment & Time Investment:

Element Manager:	vacant	5%
Element Supervisors:	Road Maintenance Supervisors	10%
West Coordinator:	Lester Lehman	5%
East Coordinator:	Jaime Garcia	5%
Dispatch Operations	2 – Dispatchers & 1 Administrative Associate	5%
Team Members:	24 - Primary contacts consisting of various EO/RMW's slots	100%





# 8520 - Precinct Services

This element will function as a core customer services element. Resources will be available at each service center to respond to requests internal to each service area and at Satellite Four to provide services associated to standpipe water sales.

## Actions:

- Provide administrative service support to the service center. Serve as the primary point of contact for water sales and customer services to constituents who receive water from the Satellite Four water standpipe.

## Performance Monitors and Measures:

- Provide **daily** administrative support to the supervisors at the service center.
- Process Daily Job Reports (DJR's) for all elements by the following day of receipt.
- Process Fleet Services job orders within five (5) days after receipt.
- Provide and process standpipe water sales at Satellite Four.

## Minimum Response Times:

- **On Demand or As Required**

## Staff Assignment & Time Investment:

Element Managers:	vacant	5%
Element Supervisors:	Geena Rohan, Administrative Associate	40%
	Curtis Mills, Road Maintenance Supervisor	5%
Team Members:	4 – Office Specialist Seniors	80%
	1 – Office Specialist	100%



# 8525 – Cemetery Services

This element will function as a countywide element. Resources will be available within the customer services program to maintain the grounds at the existing Travis County International Cemetery. This element will work to develop and maintain the grounds of the newer Travis County Wells School Cemetery and provide burial services for deceased indigent constituents of Travis County as approved by the Travis County Health and Human Services Department. The Road Maintenance Supervisor at the East Service Center will coordinate the resources for this element.

## Actions:

- Prepare an average of 15 burial sites each month.
- Maintain the cemetery grounds of both the International Cemetery & Wells School Cemetery.

## Performance Monitors and Measures:

- As required (Estimated - 180 Burials)
- Required maintenance of grounds and timeliness of burials

## Minimum Response Times:

- **Weekly maintenance schedule.**

## Staff Assignment & Time Investment:

- |                       |                           |      |
|-----------------------|---------------------------|------|
| • Element Manager:    | vacant                    | 5%   |
| • Element Supervisor: | Curtis Mills              | 10%  |
| • Team Members:       | 2 - RMW                   | 100% |
|                       | 1 – Office Specialist Sr. | 5%   |



# 8530 - CSR Support Services

This element will function as a countywide customer service element. Resources will be available at the East Service Center to respond to projects. The Road Maintenance Supervisor at the ESC will coordinate all resources for this element assisted by the WSC Supervisor.

## Actions:

- Utilizing labor resources made available to the division from the Community Service Restitution Program of the County Courts, respond to work request that require additional labor resources.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.

## Performance Monitors and Measures:

- Complete approximately **100** line-of-site responses.
- Complete approximately **75** responses for ROW litter removal.
- Complete approximately **325** responses for ROW weekend litter removal.
- Complete approximately **50** brush control responses.

## Minimum Response Times:

- Requests: **10 days**

## \* Staff Assignment & Time Investment:

- |                        |  |      |
|------------------------|--|------|
| • Element Manager:     | vacant                                 | 10%  |
| • Element Supervisors: | Kevin Kunkel - West                    | 15%  |
|                        | Curtis Mills – East                    | 15%  |
| • Team Members:        | 4 – RMW's assigned East                | 100% |
|                        | (CSR – Trustee's, Probation resources) | 50%  |



**SECTION 4**

**Public Works**

**ROAD  
&  
BRIDGE**

**SERVICE TO  
OTHER  
GOVERNMENTS  
&  
AGENCIES**

# 9110 - Emergency Service Districts Fleet Services

## Objective

- To provide preventive maintenance and repairs to emergency response vehicles and equipment through inter-local agreements entered into between Travis County and Emergency Service Districts.

## Scope

- Program resources will be dedicated to preventive maintenance and repair of emergency response vehicles.

## Deliverable

- Budgeted resources will be dedicated to performing preventive maintenance services and repairs.

## Program Budget

Major line items affected by this program are as follows:

- **9121** - Parts
- **9123** - Fuel
- **9103** - Outside Repair

# 9115 - On Site Sewage Facilities

## Objective

- Provide on-site wastewater system permits and inspections to communities that have inter-local agreements with Travis County.

## Deliverable

- Provide on-site wastewater system permitting and inspecting for the Cities of *Rollingwood* and *San Leanna* as per the inter-local agreement.

# 9120 - Road and Bridge Maintenance

## Objective

- Pave roadways within communities that have inter-local agreements with Travis County.
- Provide road maintenance & other services to agencies by cost reimbursements.

## Deliverable

- Pave roadways within City of *Lakeway*, City of *Lago Vista*, Village of *San Leanna* and *Point Venture* as per the inter-local agreement.



## Item 11

# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**Prepared By:** Steve Manilla **Phone #:** 854-9429

**Division Director/Manager:**

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

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

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

A) Termination of 2011 Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match On-System for improvements at intersection of SH71 and US290W

; and

B) Approval of new Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match On-System for improvements at intersection of SH71 and US290W

In Precinct 3 .

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

In late 2011 the Court approved an "Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with no Required Match On System". The improvements include constructing a modified Continuous Flow Intersection at US290W at SH71. The improvements are intended to reduce traffic congestion at this intersection resulting in an improved level of service. The improvements are temporary in that the effectiveness of them will decrease as traffic volumes increase, however they will help to relieve congestion until the long term improvements at this intersection are completed or are well underway. The funding partners include the County at \$1.5M, the City of Austin at \$4.0M, and TxDOT providing design and construction management services.

TxDOT has advised that it has become necessary to amend the contract to include federal funding participation towards the construction cost. With approval of amendment No. 1 the contract will be terminated. Part (B) of this request is the replacement contract for the original terminated contract. The responsibilities of the County will not change. The funding will still be fixed at \$1.5 mil. The only revisions made were to change from TxDOT's "voluntary" type of contract to one with all of the federal provisions since the State will now have a stake in funding the construction of the project. TNR has already delivered its cost share to TxDOT where it will be held until the new AFA is approved by both parties.

**STAFF RECOMMENDATIONS:**

The proposed amendment does not change Travis County's responsibilities or fund amount. Staff recommends approval of (A) to terminate the existing AFA, (B) to approve a resolution to enter into a new AFA, and (C) to approve a new AFA.

**ISSUES AND OPPORTUNITIES:**

The intersection of SH71 with US290W is one of the most congested intersections in the county. TxDOT is currently working to develop and implement long term solutions which TxDOT anticipates occurring around 2020 if funding is available. As an interim measure to relieve congestion TxDOT will be making several improvements including converting the SH71/US290W intersection to a Continuous Flow Intersection. The effectiveness of these improvements will degrade as traffic volumes increase but they are anticipated to relieve congestion and improve level of service for seven to ten years.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The Court approved the use of \$1.5M in 2000 bond funds for this project when the original AFA was presented for approval in late 2011. The \$1.5 million has been transferred to TX DoT on Travis County check 1023509.

**EXHIBITS/ATTACHMENTS:**

- Original AFA
- Amendment #1 to original AFA
- New AFA.

**REQUIRED AUTHORIZATIONS:**

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

**CC:**


: :  
**0101 - Administrative Svs-**

**RESOLUTION TO ENTER INTO ADVANCE FUNDING AGREEMENT  
WITH TEXAS DEPARTMENT OF TRANSPORTATION  
TO CONSTRUCT A MODIFIED CONTINUOUS FLOW INTERSECTION  
AT US 290 AND SH 71**

**WHEREAS**, pursuant to Texas Transportation Code Section 222.052, Travis County is authorized to contribute funds to be spent by the Texas Transportation Commission (the "Commission") in the development and construction of the public roads and state highway system within the County, and the Commission may accept such a contribution;

**WHEREAS**, Travis County and the State of Texas, by and through the Texas Department of Transportation ("TxDOT"), entered into an Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match On-System on December 29, 2011 under which Travis County would contribute a fixed participation amount of \$1,500,000.00 for construction of modified continuous flow intersections at US 290 at SH 71 (the "2011 Agreement");

**WHEREAS**, pursuant to the 2011 Agreement, Travis County has tendered a payment of \$1,500,000.00 to TxDOT;

**WHEREAS**, on April 26, 2012, the Commission passed Minute Order 113074 authorizing the State of Texas, acting by and through TxDOT, to undertake a highway improvement project for the construction of modified continuous flow intersections on US 290 at SH 71 (the "Project");

**WHEREAS**, TxDOT has informed Travis County that the Project will now include federal funding participation and that TxDOT wishes to terminate the 2011 Agreement and replace it with a new contract entitled "Advance Funding Agreement for a Local Government Contributions Rehabilitation Project On-System" to add federal funding participation to the Project (the "2013 Agreement");

**WHEREAS**, just as in the 2011 Agreement, the 2013 Agreement provides that Travis County would contribute a fixed participation amount of \$1,500,000.00, pursuant to 43 TEX. ADMIN. CODE sec. 15.52, for construction of the Project;

**WHEREAS**, the Travis County Commissioners Court finds that the construction of modified continuous flow intersections on US 290 at SH 71 would facilitate the movement of people, goods, and services in Travis County and would benefit the residents of Travis County;

**WHEREAS**, it is the understanding of the Travis County Commissioners Court that the \$1,500,000.00 previously paid by Travis County pursuant to the 2011 Agreement will be used by TxDOT to fulfill the County's obligation under the 2013 Agreement to contribute a fixed participation amount of \$1,500,000.00 for construction of the Project.



**NOW, THEREFORE**, subject to the understanding of the Travis County Commissioners Court that the \$1,500,000.00 that Travis County has previously submitted to TxDOT satisfies the County's obligation under the 2013 Agreement to contribute a fixed participation amount of \$1,500,000.00 for construction of the Project, the Travis County Commissioners Court hereby authorizes the Travis County Judge to execute the 2013 Agreement on behalf of Travis County.

BE IT SO ORDERED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
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

CODE: 9125



# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

January 25, 2013

RECEIVED

JAN 30 2013

TNR

Travis County  
CSJ: 0113-08-076  
US 290 at SH 71

Steve Manilla, P.E.  
Executive Manager  
Travis County  
P.O. Box 1748  
Austin, Texas 78767-1748

Dear Mr. Manilla:

Enclosed are two copies of Amendment No. 1 to the Advance funding agreement executed on December 29, 2011 for the above referenced project. The project consists of constructing a modified continuous flow intersection at US 290 and SH 71 in Austin. It has become necessary to amend the contract to include federal funding participation towards the construction cost. With this amendment No. 1 the contract will be terminated. A new funding agreement with revised funding participations and provisions will be sent to the county.

Please return the two signed and dated documents to my attention for further execution. A fully executed agreement will be returned for your records.

If you have any questions, please contact me at (512) 832-7050. Your assistance is appreciated.

Sincerely,

Patricia L. Crews-Weight, P.E.  
Director of Design  
Austin District

## Attachments

cc: Donald Nyland, P.E.  
Christine Connor, P.E.  
Marisabel Z. Ramthun, P.E.

### THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and Travis County, acting by and through duly authorized officials, called the Local Government.

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed a contract on the 29<sup>th</sup> of December of 2011 to effectuate their agreement to provide a modified continuous flow intersection at US 290 and SH 71 in Austin; and,

**WHEREAS**, the City of Austin and Travis County were fully funding the project and the State will now participate which will require additional contract provisions; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

Terminate the contract due to changes in funding participation to include federal funds.

In accordance with Article 11 of the original contract, the contract will terminate effective when signed by the last party who's signing makes this amendment fully executed and after a new advanced funding agreement reflecting revised funding participations and provisions is fully executed.

**2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ #0113-08-076  
District # 14 - AUS  
Code Chart 64 #50227  
US 290 AT SH 71  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date



# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

February 8, 2013

Travis County  
CSJ: 0113-08-076  
US 290 at SH 71

Steve Manilla, P.E.  
Executive Manager  
Travis County  
P.O. Box 1748  
Austin, Texas 78767-1748

Dear Mr. *Steve* Manilla:

Enclosed are two copies of an Advance Funding Agreement for the Project referenced above. The project consists of constructing a modified continuous flow intersection at US 290 and SH 71 in Austin with plan, environmental clearance preparation, and construction contract administration to be provided by the State. This agreement replaces the previous agreement executed on December 29, 2011 for which an amendment to terminate was sent to you on January 25, 2013. This agreement adds State funding participation towards the construction cost of the project.

Please return the two signed and dated documents to my attention for further execution. A fully executed agreement will be returned for your records.

If you have any questions, please contact me at (512) 832-7050. Your assistance is appreciated.

Sincerely,

Patricia L. Crews-Weight, P.E.  
Director of Design  
Austin District

### Attachments

cc: Donald Nyland, P.E.  
Christine Connor, P.E.  
Marisabel Z. Ramthun, P.E.

THE TEXAS PLAN  
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

CSJ #0113-08-076  
District #14 - AUS  
Code Chart 64 # 50227  
US 290 at SH 71  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
For A  
Local Government Contributions  
Rehabilitation Project  
On-System**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and Travis County, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 113074, authorizing the State to undertake and complete a highway improvement generally described as construction of modified continuous flow intersections on US 290 at SH 71 called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance \_\_\_\_\_, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

## AGREEMENT

### 1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Scope of Work

The scope of work is construction of modified continuous flow intersections on US 290 at SH 71 as shown on Attachment B.

### 3. Local Project Sources and Uses of Funds

- A.** The total estimated cost of the Project is shown in the Project Budget – Attachment “C”, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment “C”. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local

project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.

- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L.** If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M.** If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- O.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.



- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

#### 4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

#### 5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### 6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

#### 7. Utilities

The State shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures.

#### 8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.

- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the State shall provide written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

### **9. Compliance with Texas Accessibility Standards and ADA**

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

### **10. Architectural and Engineering Services**

The State has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

### **11. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**12. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**13. Right of Way and Real Property**

The State is responsible for the provision and acquisition of any needed right of way or real property.

**14. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
County Judge  Travis County  314 W, 11 <sup>th</sup> St.  Austin, Texas 78767	Director of Contract Services Office  Texas Department of Transportation  125 E. 11 <sup>th</sup> Street  Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**15. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**22. Inspection of Books and Records**

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**23. Civil Rights Compliance**

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200),

and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

#### **24. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F.** Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

#### **25. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently

debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## **26. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **27. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## **28. Federal Funding Accountability and Transparency Act Requirements**

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

**B. The Local Government agrees that it shall:**

1. Obtain and provide to the State , a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) id this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Single Audit Report**

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B.** If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C.** If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**30. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ #0113-08-076  
District #14 - AUS  
Code Chart 64 # 50227  
US 290 at SH 71  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

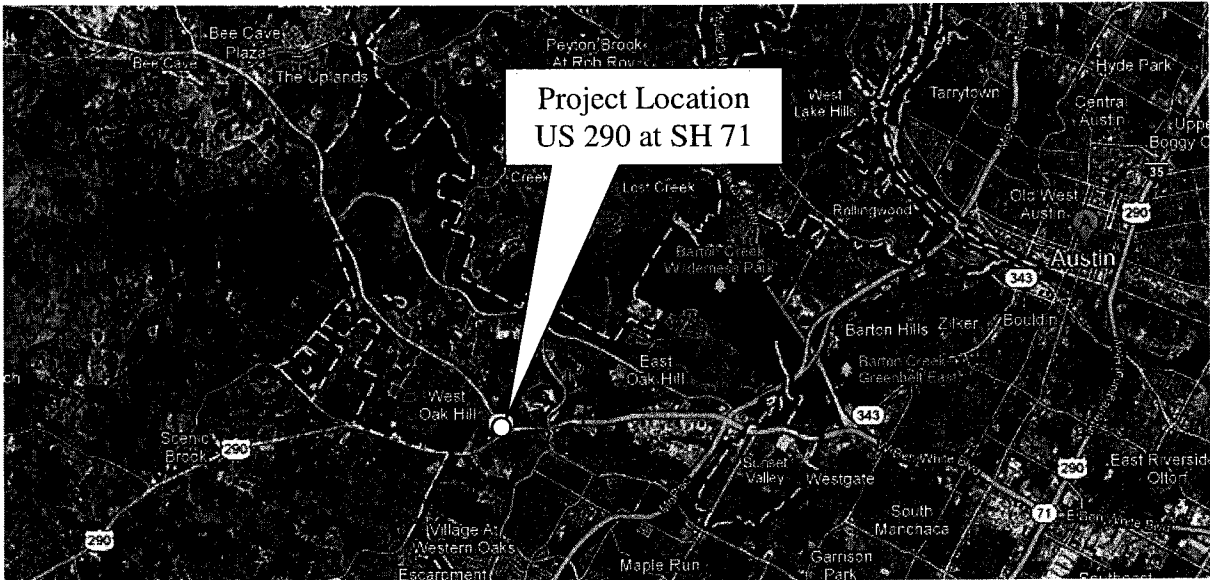


CSJ #0113-08-076  
District #14 - AUS  
Code Chart 64 # 50227  
US 290 at SH 71  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE**

CSJ #0113-08-076  
District #14 - AUS  
Code Chart 64 # 50227  
US 290 at SH 71  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

## ATTACHMENT B LOCATION MAP SHOWING PROJECT



CSJ #0113-08-076  
 District #14 - AUS  
 Code Chart 64 # 50227  
 US 290 at SH 71  
 Federal Highway Administration  
 CFDA # 20.205  
 Not Research and Development

## ATTACHMENT C PROJECT BUDGET

The Local Government will pay for the construction of modified continuous flow intersection on US 290 at SH 71 in Travis County, which is an on-system location. The Local Government's **fixed participation of \$1,500,000** will be applied toward the cost of construction bid items. The State estimates the Project to be as follows:

Description	Estimated Cost	Federal Participation		State Participation		Local Government Travis County		Local Government City of Austin	
		%	Cost	%	Cost	%	Cost	%	Cost
Construction (By State)	\$4,900,000	27.6%	\$1,352,000	6.9%	\$338,000	30.6%	\$1,500,000	34.9%	\$1,710,000
Construction Engineering (By State)	\$287,000	0%	\$0	100%	\$287,000	0%	\$0	0%	\$0
<b>Subtotal</b>	<b>\$5,187,000</b>		<b>\$1,352,000</b>		<b>\$625,000</b>		<b>\$1,500,000</b>		<b>\$1,710,000</b>
Direct State Cost = \$47,870	PE (40%)	\$19,148	\$0	100%	\$19,148	0%	\$0	0%	\$0
	Environmental (20%)	\$9,574	\$0	100%	\$9,574	0%	\$0	0%	\$0
	ROW (20%)	\$9,574	\$0	100%	\$9,574	0%	\$0	0%	\$0
	Utility (20%)	\$9,574	\$0	100%	\$9,574	0%	\$0	0%	\$0
Construction Direct State Costs	\$27,990	0%	\$0	100%	\$27,990	0%	\$0	0%	\$0
Indirect State Costs (5.1%)	\$268,406	0%	\$0	100%	\$268,406	0%	\$0	0%	\$0
<b>Subtotal</b>	<b>\$344,266</b>		<b>\$0</b>		<b>\$344,266</b>		<b>\$0</b>		<b>\$0</b>
<b>Total</b>	<b>\$5,531,266</b>		<b>\$1,352,000</b>		<b>\$969,266</b>		<b>\$1,500,000</b>		<b>\$1,710,000</b>

Local Government's Participation = **\$1,500,000.00**. This amount is fixed.

The Local Government shall remit **\$1,500,000.00** sixty (60) days prior to the letting of the Project.

## Item 12



# Travis County Commissioners Court Agenda Request

**Meeting Date:**

March 5, 2013

**Prepared By/Phone Number:**

Juanita Jackson 854-4467

**Elected/Appointed Official/Dept. Head:** Sherri E. Fleming,  
County Executive for Health and Human Services and Veterans Service

**Commissioners Court Sponsor:**

Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Receive report from the monitoring visit on the Travis County School Lands, Throckmorton County Property

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

In 1839, the Republic of Texas awarded three leagues of land (4,428 acres/league) to the established counties for support of the County school systems. Later, another league was added to the award. If the land was not available in the home county, the county could identify, survey, and claim unorganized lands in the Republic. Travis County officially identified its lands in 1856 by paying the discovery costs in the area that had become Throckmorton County. Later surveys established the holding at 18,820 acres.

Between 1883 and 1983, tenants were selected by a bidding process to manage the land. The Continental Cattle Company was the first tenant. In recent years, the leases were 10 years in duration. In 1983, Spade Ranches was awarded the bid.

In 1993, an independent monitor suggested that the lease be renegotiated rather than awarded through a new bidding process. In 2003, the current lease was negotiated with Spade Ranches for grazing and hunting, and is in effect until December 31, 2013.

In November 2012, independent monitoring were conducted by the Travis County Extension Director visited the Travis County Land in Throckmorton County. During monitoring visit, it was apparent that the land is well managed and a number of improvements were in practice.

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

**STAFF RECOMMENDATIONS:**

(See attached report)

**ISSUES AND OPPORTUNITIES:**

The independent monitor suggest a range management plan be implemented that does not result in injury of the land during the duration of the lease. An independent monitor appointed by the Commissioners' Court sets the grazing limits and monitors the management plan. The lessee must keep appropriate liability insurance to protect Travis County.

As the lessor, Spade Ranches may lease the Travis County School Lands in Throckmorton County to hunters and for other recreational uses.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

With this lease agreement, Travis County will receive an estimated \$131, 740 per year for the grazing lease and fifty (50) percent of the income from the hunting and recreation.

The primary purpose of this income, however, is to be used to fund an active range conservation program. The program is largely that of brush control, fencing and water development.

**REQUIRED AUTHORIZATIONS:**

Leslie Browder, Purchasing and Budget Office  
Chris Gilmore, County Attorney  
Cyd Grimes, Travis County Purchasing Agent  
Nicki Riley Travis County Auditor  
Sherri Fleming, County Executive – HHS/VS  
Dolores Sandman, Travis County Extension Director

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

On November 15<sup>th</sup>, 2012, I accompanied Travis County Extension Director Dolores Sandmann on a visit to the Travis County School Land in Throckmorton County. We were led on a tour of the property by the ranch foreman, Neal McLain, and Spade Ranches representative Wesley Welch. During the tour, we discussed their general management strategies regarding ranch operations and were given the opportunity to view all of the pastures in use and many of the areas where improvement practices have been implemented.

The timing of the visit was ideal for garnering a clear picture of whether or not the land is being managed properly. This is due to the fact that exceedingly dry conditions in the area over the past two years have forced ranching operations to make difficult decisions, putting even the most experienced land managers to the test. In the absence of wise management decisions, I have witnessed many cases of severe overgrazing and significant land degradation during this period. In addition, our visit was conducted at the end of the growing season when pastures have generally been exposed to prolonged grazing and, if present, overgrazing is usually apparent.

In my opinion, the Travis County School Land in Throckmorton County was in very good condition at the time of our visit, especially considering the challenges presented by drought conditions. Healthy stands of diverse perennial grasses were present in all pastures and there were no signs of significant overgrazing or uncharacteristic bare ground. It is clear that the Spade Ranches operation has a defined drought management strategy regarding livestock, which has been implemented successfully. As indicated by Misters McLain and Welch, livestock numbers are, as needed, significantly decreased to levels that the land will sustain. They also indicated that no supplemental feeding of hay is done on the ranch, which is also a wise management decision. Supplemental hay feeding often deters managers from properly culling livestock herds during drought and may lead to overgrazing. The four pastures, three herd grazing system in place ensures one pasture will be resting at all times, which appears to be adequate considering the overall healthy state of the rangeland.

In addition to proper grazing management, a number of appropriate improvement practices were seen during the property tour. Stock tanks utilized for capturing surface water runoff were recently cleaned out to increase capacity when rain returns to the area. All fences were maintained in good condition and new fences had been constructed in some areas. We were also shown areas where brush management practices had been implemented, including aerial herbicide applications and mechanical brush removal. Notably, brush clearings or "senderos" have been strategically created, which will enhance wildlife habitat and benefit the property's hunting operation. I would recommend continuing to implement a brush management plan as mesquite population density on the property is high in areas, and will increase in the absence of control. Misters McLain and Welch expressed that they plan to increase their brush management efforts in the near future.

In summary, it is apparent that the property is being well managed. Spade Ranches and the personnel managing the Travis County School Land appear to be educated in and dedicated to proper, sustainable ranch management practices and land stewardship. They are to be commended for their efforts in successfully maintaining a healthy rangeland under very difficult climatic circumstances. I would not hesitate to recommend that Travis County continue their lease if it fits their long term plan for the property.

Sincerely,



Will Hatler  
Extension Program Specialist  
Department of Ecosystem Science & Management  
Texas A&M AgriLife Extension Service

Received 12-5-12  
Dolores Sandmann  
Travis County Extension Director  
Texas A&M AgriLife Extension Service

**Travis County School Lands, Throckmorton County  
Independent Monitor Report  
Dolores Sandmann, Travis County Extension Director  
Texas A&M AgriLife Extension Service  
November 15, 2012**

## **Introduction**

In 1839 the Republic of Texas awarded three leagues of land (4,428 acres/league) to the established counties for support of the County school systems. Later, another league was added to the award. If the land was not available in the home county, the county could identify, survey, and claim unorganized lands in the Republic.

Travis County officially identified its lands in 1856 by paying the discovery costs in the area that had become Throckmorton County. Later surveys established the holding at 18,820 acres.

Between 1883 and 1983 the land was managed by tenants selected by a bidding process. The Continental Cattle Company was the first tenant. In recent years, the leases were 10 years in duration. In 1983, Spade Ranches was awarded the bid.

In 1993, citing decline of the land due to overgrazing before 1983, the absence of an active range conservation program before 1983 and the excellent management by Spade Ranches since 1983, independent monitor, James Smith, suggested that the lease be renegotiated rather than awarded through a new bidding process.

It appears that he and Tamara Armstrong of the Travis County Attorney's office negotiated leases for grazing and hunting with Spade Ranches between 1993 and December 31, 2003. The current lease with Spade Ranches was negotiated in 2003, and is in effect until December 31, 2013.

## **Spade Ranches**

Spade Ranches is a corporation that manages over 350,000 acres of land through West Texas and New Mexico. It has a 110-year history. John Welch is the CEO of Spade Ranches Limited, and Dean McClain is the site manager who is a resident of the Travis County School Lands in Throckmorton County. Spade Ranches is a long time cooperator with educational entities in developing improved range and wildlife management practices. The entity has been featured in ranch publications and has received awards for conservation and other accomplishments through the years.

## **Grazing Lease**

The main provisions of this lease are that Travis County receives \$131,740 per year (\$7/acre/year). A range management plan must be implemented that does not result in injury of the land during the duration of the lease. An independent monitor

appointed by the Commissioners' Court sets the grazing limits and monitors the management plan. The lessee must keep appropriate liability insurance to protect Travis County.

### **Hunting and Recreation Lease**

The lessor may lease the Travis County School Lands in Throckmorton County to hunters and for other recreational uses. Fifty (50) percent of the income is designated for Travis County. The primary purpose of this income, however, is to be used to fund an active range conservation program. The program is largely that of brush control, fencing and water development.

An important part of this lease is that the lessee is required to provide a twice yearly report itemizing income from recreation activities and expenses from the range conservation program. The report should include receipts for income and expenses, copies of sublease agreements and report a balance in the range conservation fund.

Again, the lessee has a responsibility to hold Travis County liability free from the activities of the lease.

### **Independent Monitor Visit**

On November 15, 2012 County Extension Director, Dolores Sandmann, had the opportunity to tour and evaluate the Travis County School Lands in Throckmorton County. I was accompanied by Wesley Welch, President and CEO, Spade Ranch, Ltd.; Neal McLain, Ranch Manager; County Attorney, Chris Gilmore; and Will Hatler, Extension Program Specialist - Department of Ecosystem Science & Management, Texas A&M AgriLife Extension Service.

Neal McLain has been the Manager on this property since 2006, but has been an employee and foreman with Spade Ranches since 1993. Mr. McLain showed me the entire property, so that I could evaluate the current conditions and see improvements made since previous visits to the property.

### **Current Condition**

The Rolling Plains of Texas has been in a drought that last several years. The ranch has received only 13 inches of rain in 2012, which is below the normal yearly average for Throckmorton County. This situation has led to the ranch decreasing livestock capacity in order to prevent overgrazing. The range conditions are very good for November, with healthy stands of diverse perennial grasses present in all pastures.

The ranch was stocked in November with only 572 Animal Units (A.U. = 1000 to 1200 lbs.) because of the drought conditions. Permitted stocking capacity is 941 A.U.'s. There was one pasture being rested as a part of the normal rotation.



The house, barn and pens were all in good condition and well cared for. The hunting camps were clean and well maintained. The roads in the ranch were in good shape considering the drought situation.

The fences on the ranch are in excellent shape, with over 6 miles of new fence having been constructed in the past six years.

The water for the ranch is entirely supplied by surface ponds and small lakes. Due to drought conditions, 22.5 tanks were cleaned out, and two (2) new tanks were built in the last six years, thus resulting in a far greater capacity for storing water for livestock and wildlife use.

## **Conclusions**

- The ranch is in excellent shape considering the drought situation. The rotational grazing plan that is practiced on the ranch, along with a decrease in Animal Units, has kept all pastures in good shape, with an abundance of desirable grasses, yet an adequate amount of forage and brush cover for wildlife.
- It is evident that the ranch is managed by a knowledgeable operation with a long term plan to improve the land.
- The Conservation Fund generated by hunting income is invaluable both to the Spade Ranches and to Travis County. This resource allows the ranch operators to protect and improve the value of the ranch.
- The water storage capacity for the ranch is much improved due to tanks being cleaned out during the drought.

## **Recommendation**

The current lease will expire December 31, 2013. If the County chooses to maintain ownership of the property, I, along with Will Hatler, Extension Program Specialist (see attached report), would recommend continuing to negotiate lease agreements with Spade Ranches.

## 2013 Independent Monitor Report Travis County School Land - Throckmorton Property

PowerPoint Script:

### **Slide 1**

On November 15, 2012, County Extension Director, Dolores Sandmann had the opportunity to tour and evaluate the Travis County School Lands in Throckmorton County. She utilized the assistance of Will Hatler, Extension Program Specialist – Department of Ecosystem Science & Management with the Texas A&M AgriLife Extension Service. A copy of his evaluation of the property has been included with the Independent Monitor Report.

Travis County Attorney, Chris Gilmore also was on hand to tour the property.

### **Slide 2**

For 30 years, the property has been leased by Spade Ranches, LTD, a corporation that manages over 350,000 acres of land through West Texas and New Mexico. The current lease with Spade Ranches was negotiated in 2003, and is in effect until December 31, 2013.

President and CEO - Mr. Wesley Welch, and Ranch Manager – Mr. Neal McLain provided a tour of the property.

Slide 3

The property consists of 18,820 acres, with 25 tanks.

The ranch is habitat to white-tailed deer, turkey, hogs, quail and dove.

Extension Specialist, Will Hitler, indicated that brush clearings have been strategically created, which will enhance wildlife habitat and benefit the property's hunting operation.

### **Slide 4**

Stock numbers were decreased during the drought to levels that the land can sustain, since no supplemental feeding of hay is done.

They also utilize the four pasture/three herd grazing system to ensure that one pasture will be resting at all times to prevent overgrazing. Cattle are rotated in March, July and September.

### **Slide 5**

Only surface water is used for livestock. Due to extreme drought conditions, in 2011 twenty-one (21) of the tanks were cleaned.

During 2012 – received only 13 inches of rainfall.

**Slide 6**

Fences were in good repair. Conservation funds generated by the hunting, fishing and camping leases are used to improve the property.

In 2005-2007, over 6 miles of fence was constructed on the northern border of the property at a cost of approximately \$3.00 per foot – for a total cost of over \$95,000.

**Slide 7**

Recently, Conservation Funds have been used to control mesquite and prickly pear cactus. Grubbing, spraying and burning are methods that have been used.

In 2011, 1,000 acres were burned over a 3-day period, and the prickly pear was sprayed via plane.

## Spade Ranch - Throckmorton Property Report November 15, 2012

### Permitted Stocking Capacity 941 Animal Units (AU= 1000 to 1200 lbs.)

2006 – 2007	882 A. U
2008	Jan – April 882 A. U. April – sent 187 A. U. to Muldoon – Left 695 A. U. Culled Heavily in the fall December – 591 A. U.
2009	January – 591 A. U. Purchased bred cows in fall December – 748 A. U.
2010	January – 748 A. U. Culled Heavily in fall December – 711 A. U.
2011	January – 711 A. U. Early weaned in July Shipped 200 cows in August December – 425 A. U.
2012	January – 425 A. U. Brought cows from Upshur November – 572 A. U.

### Conservation

2006	Cleaned Bloodworth tank
2007	Grubbed trees in oilfield; dug in oilfield; built 1mi. fence between us and Gober
2008	Cleaned 3 tanks; raked trees in oilfield; built tank; sprayed 700 acres of Mesquite in North Hog
2009	Sprayed mesquite in Shipping Pasture; cleaned tanks
2010	Bladed roads; sprayed oilfield for weeds
2011	Cleaned tanks; burned Bull Pasture & sprayed pear

### Tanks Cleaned

Bloodworth – 1	Oilfield – 2	South Hog – 1	Panther – 2	Foster – 1
Iron Pen – 1	North Hog – 1	Twin Mtn – 2	McWhorter – 3	Mexican Trap – 1
Bobcat – 2	Bull Pasture – 2	Rocktank -1; built – 2	Bano – 2 1/2	



# Independent Monitor Report



**TRAVIS COUNTY SCHOOL LAND  
THROCKMORTON COUNTY**

Prepared by:  
Dolores Sandmann  
Travis County Extension Director  
Texas A&M AgriLife Extension Service

# HISTORY



**SPADE RANCHES, LTD**

**LEASED PROPERTY FOR 30 YEARS**

President & CEO – Mr. Wesley Welch

Ranch Manager – Mr. Neal McLain

# Ranch House & Structures



## **Permitted Stocking Capacity – 941 Animal Units (1000 - 1200 lbs.)**

January 2012 – 425 Animal Units  
November 2012 – 572 Animal Units





# 2011 – Cleaned 21 Tanks







## Item 13



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

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

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive

**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](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

# BUDGET AMENDMENTS AND TRANSFERS

## FY 2013

3/5/2013

TRANSFERS

INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1	0001	158042	500050	HHS	Salaries-Perm Employees		\$22,625.00	1
	0001	158042	506010	HHS	FICA Tax-OASDI		\$1,403.00	
	0001	158042	506020	HHS	FICA Tax-Medicare		\$328.00	
	0001	158042	506030	HHS	Medical Insurance Benefit		\$6,621.00	
	0001	158042	506040	HHS	Life Insurance Benefit		\$74.00	
	0001	158042	506050	HHS	Retirement Contribution		\$2,916.00	
	0001	158042	506060	HHS	Worker's Compensation		\$44.00	
	0001	158042	590149	HHS	Transfer to After Schl YE Fund	\$34,011.00		

AMENDMENTS

INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1	600382	0149	158044	490001	HHS	Transfer from General Fund (Revenue)	\$34,011.00	1
	600382	0149	158044	500050	HHS	Salaries-Perm Employees	\$22,625.00	
	600382	0149	158044	506010	HHS	FICA Tax-OASDI	\$1,403.00	
	600382	0149	158044	506020	HHS	FICA Tax-Medicare	\$328.00	
	600382	0149	158044	506030	HHS	Medical Insurance Benefit	\$6,621.00	
	600382	0149	158044	506040	HHS	Life Insurance Benefit	\$74.00	
	600382	0149	158044	506050	HHS	Retirement Contribution	\$2,916.00	
	600382	0149	158044	506060	HHS	Worker's Compensation	\$44.00	




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

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

**MEMORANDUM**

**TO:** Members of Commissioners Court

**FROM:** Diana A. Ramirez, Assistant Budget Director 

**DATE:** February 27, 2013

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

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

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

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

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

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

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

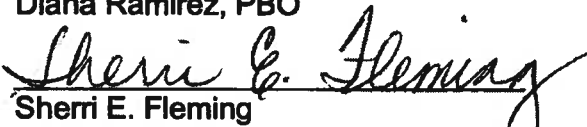


**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
502 E. Highland Mall Blvd.  
P. O. Box 1748  
Austin, Texas 78767**

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

**DATE:** February 19, 2013

**TO:** Diana Ramirez, PBO

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

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

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

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

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



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

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

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

# Header Information for Entry Doc Number 400001946

Doc. Number 400001946      Doc. Status Preposted      FM Area 1000

Budget. Cate. Payment      Doc. Year 2013      Doc. Date Feb 15, 2013

Value Type Budget      Version 0      Doc. Type TRAN

Budget Type 6      Fiscal Year 2013      Year. Cash. Eff

Process UI TRAN      Process SEND      Original. Applic. BWB      Doc. Family

**Additional Data**

Creator BRADSHJ      Creation Date Feb 20, 2013      Creation Time 13:27:08

Resp. Person      Year Cohort      Public Law

Legislation

Header Text

TextName

**Lines**      Total Document 34,011      USD

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

*DeLaney*      2/27/13      *DeLaney*      2/28/13

# Header Information for Entry Doc Number 400001947

Doc. Number 400001947      Doc. Status Preposted      FM Area 1000  
 Budget. Cate. Payment      Doc. Year 2013      Doc. Date Feb 14, 2013  
 Value Type Budget      Version 0      Doc. Type TRAN  
 Budget Type 6      Fiscal Year 2013      Year. Cash. Eff  
 Process UI BALA      Process BALS      Original. Applic. BWB      Doc. Family  
 Creator BRADSHU      Creation Date Feb 20, 2013      Creation Time 13:27:44  
 Resp. Person      Year Cohort      Public Law  
 Legislation

**Additional Data**

Header Text

TextName

**Total Document**  
\$ 34,011      USD

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

*TDobranie*      2/27/13      *AD ~ 2/28/13*

**Allocated Reserve Status (580010)**

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

**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
<b>(\$2,792,709)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$3,182,615</b>	<b>Remaining Allocated Reserve Balance After Possible Future Expenditures</b>

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$2,813,944			Beginning Balance
(\$8,000)	ITS	11/27/12	IT Infrastructure for FMD Projects
(\$82,552)	EMS	12/11/12	Fire fighting aircraft
(\$649,975)	ITS	1/15/13	Data storage tapes
(\$58,040)	Facilities	1/15/13	Renovation of HMS Courthouse Rm118
(\$60,000)	Facilities	1/15/13	Gault HVAC renovation project
(\$42,283)	TNR	1/29/13	Technical Correction FY 12 Budget Amendment
(\$46,306)	Facilities	2/5/13	Gault basement renovations-Dist. Clerk
<b>\$1,866,788</b>	<b>Current Reserve Balance</b>		

**Possible Future Expenses Against CAR Reserves Previously Identified:**

<b>Amount</b>	<b>Explanation</b>
\$ (817,300)	ITS Infrastructure for FMD Projects
\$ (38,046)	Replacement Boat Motors for Lake Unit
\$ (100,000)	Guardrail-New Installations
\$ (90,000)	Failing Vehicles
\$ (50,000)	Sidewalks-ADA Upgrades
\$ (250,000)	FM 1626 ROW Purchases
\$ (61,954)	Constable Staffing
<b>\$ (1,407,300)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$459,488</b>	<b>Remaining CAR Reserve Balance After Possible Future Expenditures</b>

**Emergency Reserve Status (580120)**

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

**Fuel & Utility Reserve Status (580130)**

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Planning Reserve Status (580210)**

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

**Juvenile Justice TYC (580260)**

Amount	Dept Transferred Into	Date	Explanation
\$418,959			Beginning Balance
<b>\$418,959 Current Reserve Balance</b>			

**Smart Bldg. Facility Maintenance Reserve Status (580240)**

Amount	Dept Transferred Into	Date	Explanation
\$160,778			Beginning Balance
<b>\$160,778 Current Reserve Balance</b>			

**IJS/FACTS Reserve Status (580160)**

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

**Transition Reserve Status (580300)**

Amount	Dept Transferred Into	Date	Explanation
\$101,889			Beginning Balance
<b>\$101,889 Current Reserve Balance</b>			

**Reserve for State Cuts Status (580310)**

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

**Starflight Maintenance Reserve Status (580320)**

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

**1115 Waiver Reserve Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**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
<b>\$683,002 Current Reserve Balance</b>			

**Annualization Reserve Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$65,768			Beginning Balance
<b>\$65,768 Current Reserve Balance</b>			

**Salary Savings Reserve Status (580200)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$400,000			Beginning Balance
<b>\$400,000 Current Reserve Balance</b>			

**Unallocated Reserve Status (580015)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$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
<b>\$50,173,426 Current Reserve Balance</b>			



## Item 14



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 03/05/2013, 9:00 AM, Voting Session

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

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

Review and approve a grant application to the United States Department of Justice for the IMPACT: Investing in Minds to Prepare for A Career in Technology program in Juvenile Probation.

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

This is a new grant proposal from Juvenile Probation to the US Department of Justice for to add additional vocational training in technology careers to the battery of programs offered by the department to serve youth at the department.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

### **ISSUES AND OPPORTUNITIES:**

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

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

There are no additional funding requirements resulting from this item.

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Leslie Browder  
David Salazar

TRAVIS COUNTY

3/5/2013

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 #
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A	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	\$0	\$0	\$0	\$416,327	1.00	R	C	8
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**PBO Notes:**  
*County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload*

- R - PBO recommends approval.
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed.
- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

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

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	\$181,000	\$20,111	\$0	\$0	\$201,111	0.23	2/19/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$155,838	\$0	\$0	\$0	\$155,838	2.00	2/19/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	\$0	\$0	\$0	\$143,438	1.00	2/26/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	\$0	\$17,088	\$136,095	1.77	2/26/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	\$0	\$268,195	\$0	\$893,942	1.00	2/26/2013
			\$3,242,706	\$478,358	\$344,785	\$73,588	\$4,139,437	24.30	

\*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 (SVC.I)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012

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

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

\*Amended from original agreement.

**FY 2013 Grants Summary Report**  
**Permission to Continue**

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





## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	Juvenile Probation	
<b>Contact Person/Title:</b>	Maya Duff/Grant Coordinator	
<b>Phone Number:</b>	512-854-7046	

<b>Grant Title:</b>	IMPACT: Investing in Minds to Prepare for A Career in Technology		
<b>Grant Period:</b>	From: <input type="text" value="Oct 1, 2013"/>	To: <input type="text" value="Sep 30, 2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	United States Department of Justice		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 129,604	\$ 0	\$ 0	\$ 0	\$ 129,604
Operating:	\$ 250,560	\$ 0	\$ 0	\$ 0	\$ 250,560
Capital Equipment:	\$ 27,500	\$ 0	\$ 0	\$ 0	\$ 27,500
Indirect Costs:	\$ 8,153	\$ 0	\$ 0	\$ 0	\$ 8,153
<b>Totals:</b>	<b>\$ 415,817</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 415,817</b>
FTEs:	2.00	0.00	0.00	0.00	2.00

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	
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 Technology Training Programs Offered	n/a	n/a	n/a	5
2.	Number of IMPACT participants served	n/a	n/a	n/a	40
3.	Average length of stay in IMPACT program (days)	n/a	n/a	n/a	84
+   - Measures for the Grant					
1.	Number Served in IMPACT*	n/a	n/a	n/a	40
Outcome Impact Description		Youth receiving educational and vocational training are prepared for re-entry and are less likely to re-offend.			
2.	Percent of IMPACT Participants Employed	n/a	n/a	n/a	60%
Outcome Impact Description		Participants completing program have utilized learned education, vocation and soft skills to obtain employment.			
3.	Percent of IMPACT participants successfully completing the program	n/a	n/a	n/a	80%
Outcome Impact Description		Youth completing have mastered the program curriculum and obtained certificate of completion in the vocational studies.			
4.	Number of IMPACT who reoffend	n/a	n/a	n/a	35%
Outcome Impact Description		To increase public safety.			

**PBO Recommendation:**

The Juvenile Probation Department is requesting Commissioners Court approval of an application to the US Department of Justice for a grant that would provide new technology career training to youth in the Intermediate Sanctions Center (ISC). The department will use the grant funds to offer technology training courses to youth, and provide youth with support staff and work experience. The department plans for this program to help foster successful re-integration back to the community for youth in the ISC.

The Juvenile Probation Department is applying for \$415,817 that will allow the department to reconfigure existing space to be used as a classroom, purchase necessary computers, equipment, and supplies for the proposed programming, and will pay the salaries of an Employment Specialist and a Career Coach. The grant request amount includes 2% indirect costs, and does not include a Travis County grant match.

PBO recommends approval of this 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 purpose of this program is to provide technology career training to youth in the Intermediate Sanctions Center (ISC). Through this program, TCJPD will offer technology training courses to youth, provide youth with the support of an Employment Specialist and a Career Coach, and provide youth with real-world work experience.

This grant fits into the current activities of the department because it prepares youth for successful reentry into their communities. It is a new program, and will enhance the current vocational program that TCJPD offers youth.

\$415,817 is requested to support 2 FTEs, equipment necessary to run this program, and training courses and supplies for the program. The 2 FTEs hired will be a Career Coach and an Employment Specialist that will support youth and network with the community to enhance the job prospects for youth. Capitalization costs are included to renovate an existing warehouse to make it suitable for classroom activity.

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

There are no long term County funding requirements of this grant.

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.

2% 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.

The Department intends to request subsequent year continuation funding for the activities of IMPACT 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 IMPACT as well as other areas of Residential Services only after all other sources of funding have been exhausted.

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

Enhancing the vocational and educational skills of youth will enable them to reintegrate successfully into their communities. In doing so, the chance of recidivism is lowered and public safety is increased.

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 department intends to assess risks and needs of the youth and provide services to address their educational and vocational needs in order to foster successful re-integration back to the community. By doing this TCJPD will increase public safety and reduce recidivism.

The Commissioners' Court of Travis County approved the "Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012-FY 2015" on December 6, 2011. Over 15 local nonprofit organizations, school districts, and government agencies (including Travis County Juvenile Probation Department) participated in the planning process, which began in March 2011. This project directly addresses the plan's section on Juvenile Justice, Priority A, which states "Travis County is in need of intervention services for juvenile offenders, gang involved youth, and their families" through



# 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: IMPACT: Investing in Minds to Prepare for A Career in Technology  
Grant Application to the Department of Justice

DATE: February 25, 2013

The Travis County Juvenile Probation Department is submitting an application to the Department of Justice for a new project entitled IMPACT: Investing in Minds to Prepare for A Career in Technology. \$415,817 is requested to support two full time employees, training courses for youth, a screen-printing workshop, and two classrooms.

The purpose of this program is to provide training to youth to prepare them for a career in technology. Through this program, youth will take courses in Web Development, Graphic Design, and Medical Insurance Billing. Additionally, TCJPD will hire an Employment Specialist and a Career Coach to support youth. The ultimate goal of this program is for youth to reenter the community and gain employment in a technology field.

We are asking for your review of this packet and permission to place the item on Commissioners' Court agenda for approval on **March 5, 2013**. Please contact Maya Duff at 4-7046 for further information. Thank you in advance for your attention to this request. TCJPD is excited about the potential of this program.

CC: Jim Connolly  
Rhett Perry  
Darryl Beatty  
Jim Gobin  
Patricia Garcia  
Lisa Eichelberger  
Sylvia Mendoza  
Grant File





# Grant Application Package

<b>Opportunity Title:</b>	BJA FY 13 Second Chance Act Technology Career Training
<b>Offering Agency:</b>	Bureau of Justice Assistance
<b>CFDA Number:</b>	16.812
<b>CFDA Description:</b>	Second Chance Act Prisoner Reentry Initiative
<b>Opportunity Number:</b>	BJA-2013-3434
<b>Competition ID:</b>	
<b>Opportunity Open Date:</b>	01/09/2013
<b>Opportunity Close Date:</b>	03/11/2013
<b>Agency Contact:</b>	For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1-877-927-5657, via e-mail at JIC@telesishq.com, or via live web chat at www.justiceinformationcenter.us. The BJA Justice Information Center hours of operation are 8:30 a.m. to

**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)  
 Assurances for Non-Construction Programs (SF-42)  
 Budget Narrative Attachment Form  
 Disclosure of Lobbying Activities (SF-LLL)  
 Other Attachments Form  
 Project Narrative Attachment Form

**Optional Documents**

Faith Based EEO Survey

Move Form to Submission List

Move Form to Delete

**Optional Documents for Submission**

**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.

Application for Federal Assistance SF-424		Version 02
<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 checked="" type="checkbox"/> New <input 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"/> 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"/>
<p><b>State Use Only:</b></p>		
<p>6. Date Received by State:</p> <input type="text"/>		<p>7. State Application Identifier:</p> <input type="text"/>
<p><b>8. APPLICANT INFORMATION:</b></p>		
<p>* a. Legal Name: <input type="text"/> Travis County</p>		
<p>* b. Employer/Taxpayer Identification Number (EIN/TIN):</p> <input type="text"/> 746000192		<p>* c. Organizational DUNS:</p> <input type="text"/> 0309088420000
<p><b>d. Address:</b></p>		
<p>* Street1: <input type="text"/> 2515 South Congress Avenue</p>		
<p>Street2: <input type="text"/></p>		
<p>* City: <input type="text"/> Austin</p>		
<p>County: <input type="text"/></p>		
<p>* State: <input type="text"/> TX: Texas</p>		
<p>Province: <input type="text"/></p>		
<p>* Country: <input type="text"/> USA: UNITED STATES</p>		
<p>* Zip / Postal Code: <input type="text"/> 78704</p>		
<p><b>e. Organizational Unit:</b></p>		
<p>Department Name:</p> <input type="text"/> Juvenile Probation		<p>Division Name:</p> <input type="text"/> Residential Services
<p><b>f. Name and contact information of person to be contacted on matters involving this application:</b></p>		
<p>Prefix: <input type="text"/> Ms.      * First Name: <input type="text"/> Estela</p>		
<p>Middle Name: <input type="text"/> P.</p>		
<p>* Last Name: <input type="text"/> Medina</p>		
<p>Suffix: <input type="text"/></p>		
<p>Title: <input type="text"/> Chief Juvenile Probation Officer</p>		
<p>Organizational Affiliation:</p> <input type="text"/>		
<p>* Telephone Number: <input type="text"/> 512-854-7069</p>		<p>Fax Number: <input type="text"/> 512-854-7101</p>
<p>* Email: <input type="text"/> estela.molina@co.travis.tx.us</p>		

**Application for Federal Assistance SF-424**

Version 02

**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:**

Bureau of Justice Assistance

**11. Catalog of Federal Domestic Assistance Number:**

16.812

**CFDA Title:**

Second Chance Act Prisoner Reentry Initiative

**\* 12. Funding Opportunity Number:**

BJA-2013-3434

**\* Title:**

BJA FY 13 Second Chance Act Technology Career Training Program for Incarcerated Adults and Juveniles

**13. Competition Identification Number:**

**Title:**

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

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

IMPACT: Investing in Minds to Prepare for A Career in Technology

Attach supporting documents as specified in agency instructions.

[Add Attachments](#) [Delete Attachments](#) [View Attachments](#)



<b>Application for Federal Assistance SF-424</b>		<b>Version 02</b>
<b>16. Congressional Districts Of:</b>		
* a. Applicant	<input type="text" value="TX-010"/>	* b. Program/Project <input type="text" value="TX-010"/>
Attach an additional list of Program/Project Congressional Districts if needed.		
<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>17. Proposed Project:</b>		
* a. Start Date:	<input type="text" value="10/01/2013"/>	* b. End Date: <input type="text" value="09/30/2014"/>
<b>18. Estimated Funding (\$):</b>		
* a. Federal	<input type="text" value="415,817.00"/>	
* 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="415,817.00"/>	
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> .		
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.		
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.		
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes", provide explanation.)</b>		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text" value="Explanation"/>		
<b>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)</b>		
<input checked="" type="checkbox"/> ** 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.		
<b>Authorized Representative:</b>		
Prefix:	<input type="text" value="Judge"/>	* First Name: <input type="text" value="Samuel"/>
Middle Name:	<input type="text" value="T."/>	
* Last Name:	<input type="text" value="Biscoe"/>	
Suffix:	<input type="text"/>	
* Title:	<input type="text" value="County Judge"/>	
* Telephone Number:	<input type="text" value="512-854-9555"/>	Fax Number: <input type="text" value="512-854-9535"/>
* Email:	<input type="text" value="sam.biscoe@co.travis.tx.us"/>	
* Signature of Authorized Representative:	<input type="text"/>	* Date Signed: <input type="text"/>

**Application for Federal Assistance SF-424**

Version 02

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 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. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**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 cost) 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 standards 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 19 statutes or regulations specified in Appendix A of OPM's Standards 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 nondiscrimination 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 Titles 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, as applicable, with 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 wetlands 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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 Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>_____</p>	<p>* TITLE</p> <p>_____</p>
<p>* APPLICANT ORGANIZATION</p> <p>Travis County</p>	<p>* DATE SUBMITTED</p> <p>_____</p>

Standard Form 424B (Rev. 7-97) Back

## Budget Narrative File(s)

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\* Mandatory Budget Narrative Filename:

Add Mandatory Budget Narrative

Delete Mandatory Budget Narrative

View Mandatory Budget Narrative

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

Add Optional Budget Narrative

Delete Optional Budget Narrative

View Optional Budget Narrative

## DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB  
0348-0046

<b>1. * Type of Federal Action:</b> <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	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <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:**

<b>6. * Federal Department/Agency:</b> <input type="text" value="Department of Justice"/>	<b>7. * Federal Program Name/Description:</b> <input type="text" value="Second Chance Act Prisoner Reentry Initiative"/> CFDA Number, if applicable: <input type="text" value="16.812"/>
--	--

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

## Other Attachment File(s)

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\* Mandatory Other Attachment Filename:

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

## Project Narrative File(s)

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\* Mandatory Project Narrative File Filename:

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



## **Abstract**

Many of the 100,000 youth released from secure residential facilities following adjudication each year have a significant history of academic failure, mental illness, and/or substance abuse. This causes them to have difficulty reintegrating into their communities; youth have a greater chance for successful reentry if they are provided with vocational and educational training opportunities. **IMPACT: Investing in Minds to Prepare for A Career in Technology** is a program designed by Travis County Juvenile Probation Department (TCJPD) to provide technology training for youth, offer them real-world work experiences, and provide them with a support system. Ultimately, the goal of this program is for youth to successfully reenter their communities and gain employment in the field of technology.

The **target population characteristics of IMPACT** are medium to high risk juvenile offenders who are fifteen years of age and will reside in the facility for a minimum of six months. TCJPD expects to **serve 40 youth** through IMPACT. Youth will be assessed through the **validated risk assessment tool used by TJCPD, the Risk and Need Assessment (RANA).**

IMPACT will offer youth training in the **following technology fields: Web Design, Graphic Design, and Medical Insurance Billing.** Training courses will be provided through a **collaboration with Austin Community College** and will be held at TCJPD, **which is a local entity.** These fields were selected because of their projected job growth as well as their applicability to the female population. **The geographic location of this program will be Travis County, Texas.** In addition to the training courses, youth will have staff to support them and be provided with real-world work experiences. Youth will create a professional portfolio, including a resume and certifications obtained through IMPACT.

**IMPACT meets Mandatory Requirements of this grant.** A partnership has been established with Austin Community College; the Employment Specialist hired through this grant will continue to establish partnerships with community businesses. Medium to high risk offenders are targeted through this grant. A baseline recidivism rate for a similar job training program has been provided in the Program Narrative. Youth will have restricted access to the Internet, as appropriate, to ensure public safety. All participants receive individualized reentry plans and case management that link them to community-based services and supports post-release.

**IMPACT meets many Priority Considerations as well.** Juvenile females will be offered career technology training; two of the courses offered have particularly high percentages of women employed in the field in the local area. Youth will have the opportunity to receive a Webmaster Certification through IMPACT. The Employment Specialist hired through this program will provide ongoing training to employers and potential employers on successful approaches to working with youth involved with the program.

TCJPD anticipates that the IMPACT program will greatly enhance the employability of youth in its facilities. The training, education, and real-world experience that they gain through this program will enable them to successfully enter the workforce upon release. The long-term anticipated outcomes of IMPACT are increased public safety and reduced recidivism.

## **Statement of the Problem**

Approximately 100,000 juveniles are released from secure residential facilities following adjudication each year (Snyder, 2004). Because many of these youth have a significant history of academic failure, mental illness, and/or substance abuse, they have difficulty reintegrating into their communities upon release (The National Reentry Resource Center, 2011). Additionally, youth often deal with the hurdle of a “double transition” as they leave residential facilities; not only are they transitioning from a correctional facility into the community, but they are simultaneously making the transition from childhood to adulthood (Altschuler & Brash, 2004). Youth who reside in a correctional facility have a greater chance of successful reentry if they receive services that can prepare them, educationally and vocationally, for life in a non-institutional environment (The National Reentry Resource Center, 2013). Travis County Juvenile Probation Department (TCJPD) currently offers multiple educational and vocational programs to juveniles in its facilities, and has plans to continually improve in this area. Through IMPACT: Investing in Minds to Prepare for A Career in Technology, TCJPD hopes to greatly advance in this area in order to maximize the employability of its residents upon release.

TCJPD’s Residential Division makes plans for reentry from the moment a youth is admitted into the facility. At a minimum, each youth’s reentry plan addresses nine domains: medical/dental, emotional health, family, safety/security, psychological, vocational, educational, social, and preparation for adult living. Past job training initiatives have been core construction, culinary skills/food handler certification, and photography among many other activities and programs, based on the needs and interests of youth. TCJPD has successfully enhanced its hands-on and vocational programs during the past two years. Two vocational programs involving community partners resulted in youth being referred to/hired by local employers. Although

TCJPD currently does not have an intensive technology training program, this area has been discussed at length and the Department would like the opportunity to offer this programming.

A technology career training program would be particularly beneficial to youth from TCJPD because of the facility's location in Austin, Texas. Forbes Magazine ranked Austin as the number two Innovative City in the United States in 2010. The Bureau of Labor Statistics (2012) listed Austin as a top market for long-term job growth. Technology companies such as Dell, National Instruments, and Cirrus Logic are headquartered in and around Travis County; other technology giants, such as Facebook and Google, also house offices in the area. Because of its emergence as a technology hub, Austin and the surrounding region have earned the unofficial nickname of "Silicon Hills."

The three branches of technology in which 40 youth will be trained through IMPACT are Graphic Design, Medical Insurance Billing, and Web Design. There is increasing demand for each of these fields in the local area. By the year 2020: Graphic Design is expected to see an increase of 17.9%; Web Design is expected to see a 20.6% increase; and Medical Records and Health Information Technicians are expected to see a 27.9% increase in job growth (Workforce Solutions, 2013). Combined with Austin's projected long-term job growth, these projected increases provide youth with a promising career path.

The mission of TCJPD is "to provide for public safety, while effectively addressing the needs of the juvenile offenders, families, and victims of crime." TCJPD operates three facilities that house residents: Detention Services, the Intermediate Sanctions Center (ISC), and the Boys' Halfway House. All youth involved with this program will begin in the ISC; some youth may transition to the Halfway House during their stay.

The ISC, a post-adjudication secure correctional facility, has 132 beds. It provides residential care and treatment for juveniles who are court ordered into the facility. It has three distinct tracts: substance abuse treatment (licensed by the Department of State Health Services), behavioral intervention, and sex behavior treatment. 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 through 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.

In Fiscal Year 2012 (FY12), the average daily population (ADP) of the ISC was 73 (59 males, 14 females). Juveniles in the ISC are 29% African-American, 60% Hispanic, and 11% Caucasian. The ISC is 80% male and 20% female; 96% of residents are medium to high-risk. Eighty-two percent of youth are successfully discharged from the ISC. . The target population for IMPACT will be medium to high-risk youth that are in the ISC for over 180 days.

Currently, TCJPD operates Eagle Resource, a job training initiative. In FY12, 94 youth were served by this program. Of the 94 Eagle Resource youth, 24 were placed in ISC for a felony, 20 for a misdemeanor, and 50 for other offenses. Twenty-three percent reoffended within one year of discharge from the program. Youth from Eagle Resource have received job training, have a similar criminal profile, and are of the same age as IMPACT youth.

IMPACT will require a storage area to be converted into a graphic design classroom. This will involve installing a secure door and renovating existing infrastructure to make IMPACT a completely secure program. This classroom will also require screen-printing equipment. This classroom, along with a second classroom that will house the Medical Insurance Billing and Web Design courses, will require furniture, computers, printers, and the installation of network cabling infrastructure. Two new employees will be hired through this grant; each will need office space, a phone, and a computer. Because IMPACT will be implemented at TCJPD, other security needs are already addressed.

### **Program Design and Implementation**

Through IMPACT: Investing in Minds to Prepare for A Career in Technology, Travis County Juvenile Probation Department (TCJPD) youth will receive three different types of services: training and education in a field of technology, real-world work experience, and the support of a Career Coach and Employment Specialist. The following goals and objectives are proposed for program development, implementation, and outcomes.

#### *Program Development:*

Goal #1: TCJPD will select courses of study for youth that are relevant and feasible within the twelve month project period.

- Objective: TCJPD will appropriately schedule courses so that youth may continue their other academic work while completing the IMPACT programs.
- Objective: TCJPD will plan courses to align with students' semesters and summer hours.

Goal #2: TCJPD will provide youth with real-world work experience.

- Objective: Employment Specialist will find organizations willing to offer youth the opportunity to work on their website or in their shops as part of their training program.

- Objective: TCJPD will establish a screen-printing workshop within the facility in which youth can apply the skills learned through their Graphic Design coursework.

Goal #3: TCJPD will establish a support system for youth.

- Objective: TCJPD will hire an Employment Specialist and Career Coach to support youth during and after their involvement in IMPACT.

*Implementation:*

Goal #1: TCJPD will provide youth with training and education in a technology related field.

- Objective: Instructors from Austin Community College (ACC) will lead courses at TCJPD for youth in Web Design, Medical Billing, and Graphic Design.

Goal #2: TCJPD will provide youth with real world work experience.

- Objective: ACC Courses will incorporate the simulation of real-world experiences.
- Objective: Youth will apply Graphic Design skills to an in-house screen-printing workshop.
- Objective: Youth will gain work experience with local community businesses.

Goal #3: TCJPD will provide continuous support to youth.

- Objective: A Career Coach will work with youth throughout their training to help them find the right career pathway. He/she will teach job readiness skills, help youth to prepare a professional portfolio, and organize vocational workshops and career presentations by community partners
- Objective: An Employment Specialist will work to find job placement for youth. He/she will provide support to youth and the employer, addressing any employer concerns related to the hiring of juvenile offenders.

*Outcomes:*

Goal #1: TCJPD will reduce recidivism rates of youth in the facility.

- Objective: Improve public safety and reduce victimization by reducing the recidivism rate of juvenile offenders returning to Travis County by 50% within five (5) years.
- Objective: Implement a comprehensive evidence-based best practice reentry strategy for changing cognitive behavior issues.
- Objective: Implement a comprehensive evidence-based best practice reentry strategy for reintegration of juvenile offenders into the communities.
- Objective: Assist juvenile offenders in recognizing and accepting responsibility by making amends to victims of crime and the community.

Goal # 2: Increase the number of employment opportunities made available to youth.

- Objective: Enhance the TCJPD Vocational Program by using community partnerships to develop trade and technical programs and certifications for juvenile offenders and increase collaboration with area employers willing to hire juveniles.
- Objective: Enhance the TCJPD Vocational Program by developing work-based learning opportunities, such as job coaching and shadowing opportunities with area employers.
- Objective: Increase the number of youth receiving certifications and professional portfolios upon completion of the training programs.
- Objective: Increase the number of community partnerships with local businesses involved with this initiative to serve as mentors for youth and provide job-shadowing and hands-on experiences for youth while preparing for employment.
- Objective: Develop an education and awareness campaign for the public about the benefits of a successful training program and providing employment opportunities and support to youth.



- Objective: Publicize incentives available to employers who hire juvenile offenders, such as the Work Opportunity Tax credit and the federal bonding program.

All youth enter the Intermediate Sanctions Center (ISC) and begin a two-week orientation during which they are assessed on risks, needs, and strengths. Goals and objectives for reentry are made at this point and youth are placed on an appropriate track. Youth that are at least fifteen, or those that will be fifteen when they are released, and are medium to high-risk will be eligible for IMPACT if they are interested.

The National Reentry Resource Center (2011) recommends a two pronged approach to training youth in a facility: an academic component and a technical training component. They also recommend that career training be aligned with what the work world needs. By selecting courses of study likely to see an increase of job growth and training students through an academic institution, IMPACT meets both of these recommendations.

Austin Community College (ACC) will deliver training and education to IMPACT youth. ACC is a local educational institution that currently collaborates with TCJPD by providing GED preparation courses and enrollment support at the ISC as well as preparing youth for the transition from residing in a facility to attending classes at a college campus. Through IMPACT, ACC instructors will deliver courses at TCJPD in Web Design, Graphic Design, and Medical Billing. All instructors have knowledge and experience in the subject that they teach.

Web Design was selected as a program for youth to study because it is a versatile, growing field. Through the program, youth will take courses in Web Authoring, Dreamweaver, Cascading Style Sheets, and WordPress and Content Management Systems. Through a Capstone Project youth will develop a website demonstrating the skills and abilities acquired in their courses. At the end of this 102 hour program each student will receive a Webmaster

Certification. Not only will this course provide youth with real-world work experience that can be applied to a future career, but their certificate will be included in their professional portfolio as evidence of mastery in this subject area. Additionally, the Employment Specialist hired through this grant, detailed below, will search for opportunities in the community for youth to apply the skills learned through this course by assisting local businesses with website design.

The second program that youth will study is Medical Insurance Billing. This course was selected because there is an increased demand for workers trained in this area; it is also a growing field for women. In this program, students will complete courses in Medical Terminology, Understanding Health Insurance, and Anatomy and Physiology. This program requires 144 contact hours. Students participate in hands on activities to demonstrate their ability of billing and coding procedures. This program will involve lectures, demonstrations, and laboratory practice. Youth will receive an ACC Certificate of Completion through this course.

Currently, ACC does not have a Graphic Design program that would meet the needs of TCJPD. However, they will customize a program for TCJPD that will include instruction on screen-printing utilizing different media, such as photography, typography, and illustration as well as the use of Adobe Creative Suite. This course will enable youth to accomplish their real-world project of operating a screen-printing workshop. Instructors will be selected based on their expertise in this area. Additionally, the Employment Specialist will search for opportunities in the community for youth to receive training opportunities at local screen-printing businesses.

The final component of IMPACT is the support system that youth will get from the employees hired. While in the facility, youth will have a full-time Career Coach that will work with them to ensure that they are on track to build the foundation for a solid career. The Career Coach will help youth identify their interests, monitor their progress in coursework, and teach

them skills pertaining to job readiness. This person will help them to compile their resume, certifications, and other applicable documents into a professional portfolio. This person will organize career presentations led by community partners to expose youth to various career clusters. TCJPD will also hire an Employment Specialist, who will help youth search for jobs, network with local community businesses and organizations, and secure job placement for youth. The Employment Specialist will maintain contact with youth and their employer after youth leave the facility to offer support. This person will develop an education and awareness campaign to inform the public about the benefits of a successful training program and providing employment opportunities to youth; this will include informing employers of the incentives of hiring a juvenile offender, such as the Work Opportunity Tax Credit. The National Reentry Resource Center (2011) states that a major reason for disengagement among youth is that there is no adult to guide them through this transitional stage of their lives. By employing two staff members to support youth during this process, in addition to the TCJPD staff that will be working with them in other areas, youth are more likely to be engaged.

TCJPD uses cognitive based therapy, an evidence based practice, with youth. Prepare, Pathways to Self-Discovery and Change, Thinking for a Change, and Pathways: A Guided Workbook for Youth Beginning Treatment are programs used for youth within the facility, appropriate to their residential track. Active Parenting for Teens is an evidence-based program that is used when working with a youth's family. Each curriculum helps youth target their thinking patterns and learn problem solving, decision making, and social skills; they all integrate evidence-based strategies such as cognitive behavioral skill development. The skills that youth learn through these programs will enable them to be successful in their IMPACT activities, provide them with successful interviewing skills, and prepare them for the workplace.

IMPACT meets all the mandatory requirements of this solicitation. TCJPD has a partnership with Austin Community College for training and education; the Employment Specialist and Career Coach will work with local businesses to provide youth with additional training and employment opportunities. IMPACT targets medium to high-risk offenders, who are identified with the Risk and Need Assessment (RANA), which is validated by the Texas Juvenile Justice Department (TJJD). The baseline recidivism rate for youth in a similar job training program at TCJPD was 11% while in the program and 57% within one year of discharge for FY12. TCJPD will restrict juveniles' access to the Internet, as appropriate, to ensure public safety by implementing local Group Policies on individual computers to only allow access to specified websites. This method is currently used on all computers accessed by youth.

All participants will receive individualized reentry plans and case management that link them to community-based services and supports post-release. While residing in the facility, all residents receive relapse prevention, aftercare, and discharge plans. Sixty days before release, casework managers hold a transitional meeting with youth and their families to plan for their release. Services such as mentor and counselor referrals are linked and youths' school and housing are planned. Youth also receive aftercare services for ninety days post-release. TCJPD will collect and report data on participant post-program employment outcomes and recidivism. TCJPD has consistently met report submission deadlines for all required and optional grant reports, such as performance measure, progress, and financial status reports. In Fiscal Year 2012 (FY12), timely submission was completed for all reports on all ten of TCJPD's grants.

IMPACT meets many of the Priority Considerations for this grant. Female participants will have the opportunity to grow in multiple fields in which female employees are in demand; Medical Billing is currently 89.3% female and Graphic Design is 52.2% female in the local

workforce. Participants in the Web Design program will receive a Webmaster Certification, which will prepare residents for job attainment upon release. The Employment Specialist hired through this grant will provide ongoing training to employers and potential employers on successful approaches to working with youth involved with the program.

Finally, TCJPD has a vast network of community partners. Currently, TCJPD is leveraging these relationships in order to create an In District Charter School, for which it is seeking funding. This school would enable youth to participate in a combination of educational and vocational training. When a high school degree is appropriate, an option of splitting the school day between academic courses and vocational training will be offered. For older students who may benefit more from vocational training, an option of splitting the day between GED preparation and vocational training will be offered. TCJPD would also like to offer youth the option to do a dual-credit, self-paced program in which they could simultaneously earn high school and college credit. This proposed charter school will involve collaboration with public and private local organizations. TCJPD will seek local, state, and federal funding for the Charter School. Through the In District Charter School, TCJPD will be able to sustain the gains made through IMPACT and build upon them in future years. Activities proposed through IMPACT all fall under the Allowable Uses of Award Funds in this solicitation.

### **Capabilities and Competencies**

Travis County Juvenile Probation Department (TCJPD), under the leadership of Chief Estela P. Medina, will be responsible for this project. TCJPD reports to Commissioners' Court; Samuel T. Biscoe is the County Judge. The Residential Division will oversee the implementation of this project. Maya Duff, the Grant Coordinator, will monitor grant progress and plan strategic meetings when necessary to meet the goals of this project. The Residential Division Manager,

Patricia Garcia, will oversee the activities of IMPACT. The Casework Manager, currently vacant, will report to Ms. Garcia; he/she will ensure that activities are being conducted accordingly and that students are receiving the support that they need. Reporting to the Casework Manager will be two Reentry Specialists, the newly hired Career Coach, and the newly hired Employment Specialist.

Instruments that will be used to capture data and assess the progress of the program include three data management systems – Caseworker, Caseworker Plus, and the Risk and Need Assessment (RANA). These are mature systems and are considered uniform data collection instruments currently used to meet the operational need and generate performance measures. Caseworker is an application developed by the Texas juvenile justice oversight agency; it is designed to collect data from the point of intake and continues through detention, court, supervision, and placement. Caseworker Plus is an application developed by TCJPD which allows for flexibility to capture additional data elements based upon the department's needs, to include more detailed placement, program, and detention data; screening and assessment instruments and results; and petition and court activity. The RANA, validated by TJJD, is designed to identify youth at-risk of offending and their need for specialized services. The results of these assessments are extracted by TCJPD on a monthly basis and stored locally.

While youth are in the ISC, staff within the facility will have access to the data management systems to capture relevant information associated with the youth's stay and the technology program provided by ACC instructors. When youth are released into community-based supervision, they will be monitored by the re-entry staff, who will enter services and activities including employment, outcomes, and subsequent referral activity in the data management system. The employment component contains the youth's employment history and

includes the employer name and contact information, as well as date of hire, salary, pay period and date of termination, if applicable, for each job. The RANAs are completed by all staff via the on-line RANA tool. All staff responsible for collecting and entering data into one or more of these secure databases are trained in data entry.

TCJPD recognizes the need for a significant amount of collaboration and a systematic approach for service delivery, data collection, and evaluation. A strategic planning workgroup has been developed to support requirements related to this grant and will work to ensure TCJPD clearly defines data needs, evaluates outcome definitions, and creates timely and complete electronic data sharing procedures amongst participating parties. Additionally, this workgroup will assist with addressing the gap in data collection needs by enhancing Caseworker Plus to capture additional required data elements. The workgroup members include representatives such as the program directors; re-entry staff; educators; and staff from TCJPD's grants management; research; data and application development; and information technology units.

Performance measures and other analysis will be performed by one of the TCJPD Research Unit evaluators. This unit consists of three evaluators whose primary function is to provide standard and ad-hoc statistical reports and ensure the completeness and accuracy of all juvenile case data collected. The evaluators have considerable experience with databases of varying sizes, have received training on all data management systems, and participate in the development of programs to ensure familiarity with the programs' goals, objectives, and processes. These staff will be responsible for aggregating data for this program and will utilize statistical applications and quantitative and qualitative methods for generating descriptive measures, in-depth analysis, and forecasting. Another responsibility will be to produce quality assurance reports to allow for review, modification, and corrections prior to generating

performance measures and other evaluative reports. Finally, it should be noted that this team already has experience with generating performance measures for grants and understands the importance of accurate and timely completion.

#### **Plan for Collecting Required Data for this Solicitation's Performance Measures**

Based on the performance measures and evaluative results from the Research Unit, members of the strategic planning workgroup will examine the effects of IMPACT by analyzing changes in the outcomes over time. Performance measures results will be used to determine the best solution or adjustment for the operation of the program, collaboration process, and data collection protocols. Gaps identified via the analysis, or any other process, will be evaluated and the needed resources will be addressed. The strategic planning workgroup will also provide long-term support to ensure the success of IMPACT for both the program and youth served.

The data collected in the aforementioned databases will allow TCJPD to meet the reporting requirements associated with IMPACT. Examples of the measurements that can be addressed without any modifications to the existing data management systems are as follows: identification of the entire served population to include characteristics for all participants; risk and need assessment results; treatment and mental health data; comprehensive list of services while in a facility or on community-based supervision; employment history and outcomes; recidivism rates; case plan development; court activity; and complete offense history. Based upon the initial review of the required performance measures, the strategic planning workgroup is confident that additional data needs can be added to the Caseworker Plus system within a reasonable timeframe.

The evaluation will aid in soliciting additional funding for the program, in further defining the development and refinement of vocational services, and strengthening the human



capital management. TCJPD is interested in diversifying the available vocational programs for the youth within the juvenile justice system. The successful implementation of IMPACT will demonstrate TCJPD's capabilities and competencies when applying for other funding opportunities. Also, the programs may be highlighted in publications and offer an opportunity to communicate with current or new partners about other creative and innovative ideas on how to build capacity. Finally, the partnership with the education partners will allow for increased knowledge sharing and customization of vocational programs for our population.

TCJPD Research staff documents definitions for all measures; records data sources; creates static data sets; and maintains a historical catalog of all results distributed. Effectiveness of the program will be monitored regularly via standardized reports authored by the TCJPD Research Unit. For case management purposes, operational reports will be disseminated to TCJPD staff who supervise the youth receiving these services. Additionally, aggregated quarterly reports and an annual program evaluation will be disseminated to workgroup members and other identified persons. Finally, performance measures for this program may be compared to those of a similar service, as well as program targets, to measure progress and impact.

Currently one of the local justice system's priorities is developing programs and services for youth with mental health, co-occurring disorders and substance abuse problems to promote successful reentry into the community. Two of the goals associated with this priority are to: 1) develop an integrated partnership with local schools and 2) create long-term plans that will positively impact the lives of youth aging out of the system. TCJPD believes that youth and their families need support and coordinated efforts from public agencies and service providers to obtain optimal outcomes. The expected long-term results of IMPACT are reduced recidivism,

increased public safety, increased economic security for the youth and their family, reduced barriers to obtaining employment, and increased desire to continue with educational aspirations.

**Budget and Budget Narrative/Justification for the  
Travis County Juvenile Probation  
IMPACT**

**BUDGET DETAIL WORKSHEET**  
**Travis County**

<b>Budget Summary</b>		
<b>Budget Category</b>		<b>Amount</b>
<b>A. Personnel</b>	\$	92,560
<b>B. Fringe Benefits</b>	\$	37,044
<b>C. Travel</b>	\$	-
<b>D. Equipment</b>	\$	114,630
<b>E. Supplies</b>	\$	40,780
<b>F. Construction/Renovation</b>	\$	27,500
<b>G. Consultants/Contracts</b>	\$	87,150
<b>H. Other</b>	\$	8,000
<b>Total Direct Costs</b>	\$	407,664
<b>I. Indirect Costs</b>	\$	8,153
<b>TOTAL PROJECT COSTS</b>	<b>\$</b>	<b>415,817</b>

**Travis County Juvenile Probation Department  
IMPACT Budget Narrative**

**A. Personnel – Salary \$92,560**

**Employment Specialist** Salary = \$46,280/yr.; this staff member will help youth search for jobs, network with local community businesses and organizations, and secure job placement for youth. The Employment Specialist will maintain contact with youth and their employer after youth leave the facility to offer support to both youth and the employer. This person will develop an education and awareness campaign to inform the public about the benefits of a successful training program and providing employment opportunities to youth

**Career Coach** Salary = \$46,280/yr.: work with youth to ensure that they are on track to build the foundation for a solid career. The Career Coach will help youth identify their interests, monitor their progress in coursework, and teach them skills pertaining to job readiness. This position will also help them to compile their resume, certifications, and other applicable documents into a professional portfolio. The Career Coach will organize career presentations led by community partners to expose youth to various career clusters.

**B. Fringe Benefits \$37,044**

Fringe benefit rates include FICA, Medicare, Health Insurance, Life Insurance, Retirement, and Workers' Compensation.

**D. Equipment – \$114,630**

**Computer equipment – \$92,130**

11 computers with peripherals and software are required to carry out the training for Web Design and Medical Insurance Billing training for up to 10 students and 1 training instructor. This cost includes the installation of network cabling infrastructure necessary for classroom instruction.

*Computer total \$45,892*

11 computers with peripherals and software are required for Graphic Design training for up to 10 students and 1 training instructor. This cost includes the installation of network cabling infrastructure necessary for classroom instruction.

*Computer total \$39,490*

2 computers, 1 each for the Employment Specialist and Career Coach, will be used for daily activities associated with the program management.

*Computer total \$6,748*

**Projectors - \$ 3500** - Two desk top projectors or TV projectors are required for two training programs.

**Screen-printing workshop equipment – \$16,005** equipment includes all items required to process a t-shirt from start to finish. The equipment includes the cost for installation and network cabling infrastructure.

**Plotter Printer - \$2995** One additional computer with graphic software and plotter will be used to operate the printing equipment and print t-shirt design templates.

**E. Supplies - \$40,780**

Supplies for Medical Insurance Billing Training – Each Student will receive several textbooks to complete the course requirement for training plus classroom aids and supplies such as notebooks, pencils, pens, paper etc. required for study. Supplies and textbooks will be for up to 10 students and 1 instructor.

*Total cost \$9,500.*

Screen-printing workshop supplies. Supplies to operate the print shop include ink, several colors, adhesives, design template sheets, t-shirts supply and waste storage containers and cabinets.

*Total cost \$20,280*

**Furniture – \$11,000** The screen-printing workshop will require 4 table workbenches, 6 dual computer workstations, and 12 chairs. The workbenches are chemical resistant and will hold equipment and supplies during the shirt printing process. The computer workstation with chairs will hold a computer for each student and the instructor for the graphic design portion of the printing process and are chemical resistant. Each workbench cost is \$500, the cost for each dual workstation is \$800, and the cost of each chair is \$350.

**F. Construction/Renovations - \$27,500**

Add a secure door in the classroom training area as required by the Travis County Juvenile Probation Department residential policy.

*\$7500*

The screen-printing workshop will require plumbing, ventilation and electrical modification to safely receive and operate the screen-printing workshop equipment and a secure wall to allow proper egress from the facility.

*The cost of renovation \$20,000*

**G. Contract/Consultant Costs - \$87,150**

Contract with Austin Community College to provide instructors for courses referred to in this grant.

1 academic year course of Web Design for up to 10 students	<i>\$15,150</i>
1 academic year course of Graphic Design for up to 10 students	<i>\$15,150</i>
1 academic year course of Medical Insurance Billing for up to 10 students	<i>\$11,400</i>
2 additional summer courses of up to 10 students for a requested program	<i>\$30,300</i>

Additionally, funds are budgeted for training on proper usage of screen-printing equipment.

*\$15,150*

**H. Other - \$8,000**

Cost associated with shipping and packaging the screen-printing equipment to TCJPD's facility, the workbenches, computer workstations, and chairs, \$6000. Maintenance contract on screen-printing equipment cost \$1500. Warranty on Plotter \$500

**I. Indirect cost rate \$8,153**

Travis County Rate 2%.

	Expected Completion Date	Responsible Party
<p><b>Goal: TCJPD will select courses of study for youth that are relevant and feasible within the twelve month project period.</b></p>		
<ul style="list-style-type: none"> <li>• Objective: TCJPD will appropriately schedule courses so that youth may continue their other academic work while completing the IMPACT programs.</li> </ul>	10/31/2013	Casework Manager
<ul style="list-style-type: none"> <li>• Objective: TCJPD will plan courses to align with students' semesters and summer hours.</li> </ul>	10/31/2013	Casework Manager
<p><b>Goal: TCJPD will provide youth with real-world work experience.</b></p>		
<ul style="list-style-type: none"> <li>• Objective: Employment Specialist will find organizations willing to offer youth the opportunity to work on their website or in their shops as part of their training program.</li> </ul>	9/30/2014	Employment Specialist
<ul style="list-style-type: none"> <li>• Objective: TCJPD will establish a screen-printing workshop within the facility in which youth can apply the skills learned through their Graphic Design coursework.</li> </ul>	3/30/2014	Casework Manager
<p><b>Goal: TCJPD will establish a support system for youth.</b></p>		
<ul style="list-style-type: none"> <li>• Objective: TCJPD will hire an Employment Specialist and Career Coach to support youth during and after their involvement in IMPACT.</li> </ul>	1/31/2014	Residential Division Manager, Residential Division Director,
<p><b>Goal: TCJPD will provide youth with training and education in a technology related field.</b></p>		
<ul style="list-style-type: none"> <li>• Objective: Instructors from Austin Community College (ACC) will lead courses for youth in Web Development, Medical Billing, and Graphic Design.</li> </ul>	9/30/2014	Casework Manager
<p><b>Goal: TCJPD will provide youth with real world work experience</b></p>		
<ul style="list-style-type: none"> <li>• Objective: ACC Courses will incorporate the simulation of real-world experiences.</li> </ul>	9/30/2014	Casework Manager
<ul style="list-style-type: none"> <li>• Objective: Youth will apply Visual Design skills to an in-house screen-printing workshop.</li> </ul>	9/30/2014	Casework Manager
<ul style="list-style-type: none"> <li>• Objective: Youth will gain work experience with local community businesses.</li> </ul>	9/30/2014	Employment Specialist
<p><b>Goal: TCJPD will provide continuous support to youth.</b></p>		
<ul style="list-style-type: none"> <li>• Objective: A Career Coach will work with youth throughout their training to help them find the right career pathway. He/she will teach job readiness skills, help youth to prepare a professional portfolio, and organize vocational workshops and career presentations by community partners</li> </ul>	9/30/2014	Casework Manager
<ul style="list-style-type: none"> <li>• Objective: An Employment Specialist will work to find job placement for youth. He/she will provide support to youth and the employer, addressing any employer concerns related to the hiring of juvenile offenders.</li> </ul>	9/30/2014	Casework Manager
<p><b>Goal: TCJPD will reduce recidivism rates of youth in the facility.</b></p>		
<ul style="list-style-type: none"> <li>• Objective: Improve public safety and reduce victimization by reducing the recidivism rate of juvenile offenders returning to Travis County by 50% within five (5) years.</li> </ul>	9/30/2018	TCJPD
<ul style="list-style-type: none"> <li>• Objective: Implement a comprehensive evidence-based best practice reentry strategy for changing cognitive behavior issues.</li> </ul>	ongoing	TCJPD
<ul style="list-style-type: none"> <li>• Objective: Implement a comprehensive evidence-based best practice reentry strategy for reintegration of juvenile offenders into the communities.</li> </ul>	ongoing	TCJPD
<ul style="list-style-type: none"> <li>• Objective: Assist juvenile offenders in recognizing and accepting responsibility by making amends to victims of crime and the community.</li> </ul>	ongoing	TCJPD
<p><b>Goal: Increase the number of employment opportunities made available to youth.</b></p>		
<ul style="list-style-type: none"> <li>• Objective: Enhance the TCJPD Vocational Program by using community partnerships to develop trade and technical programs and certifications for juvenile offenders and increase collaboration with area employers willing to hire juveniles.</li> </ul>	9/30/2014	Casework Manager, Employment Specialist
<ul style="list-style-type: none"> <li>• Objective: Enhance the TCJPD Vocational Program by developing work-based learning opportunities, such as job coaching and shadowing opportunities with area employers.</li> </ul>	9/30/2014	Employment Specialist

<ul style="list-style-type: none"> <li>• Objective: Increase the number of youth receiving certifications and professional portfolios upon completion of the training programs.</li> </ul>	9/30/2014	Casework Manager, Career Coach
<ul style="list-style-type: none"> <li>• Objective: Increase the number of community partnerships with local businesses to be involved with this initiative to serve as mentors for youth and provide job-shadowing and hands-on experiences for youth while preparing for employment.</li> </ul>	9/30/2014	Employment Specialist
<ul style="list-style-type: none"> <li>• Objective: Develop an education and awareness campaign to inform the public about the relative benefits of a successful training program and the benefits of proving employment opportunities and support to youth.</li> </ul>	9/30/2014	Employment Specialist
<ul style="list-style-type: none"> <li>• Objective: Publicize incentives available to employers who hire juvenile offenders, such as the Work Opportunity Tax credit and the pay for success model for hiring disadvantaged workers.</li> </ul>	9/30/2014	Employment Specialist



## Item 15



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

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

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

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,429,268.44 for the period of February 15 to February 21, 2013.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

### STAFF RECOMMENDATIONS:

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,429,268.44.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,429,268.44

### 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](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** March 5, 2013

**TO:** Members of the Travis County Commissioners Court

**FROM:** John Rabb, Benefits Manager

**COUNTY DEPT.** Human Resources Management Department (HRMD)

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

**PERIOD OF PAYMENTS MADE:** February 15, 2013 to February 21, 2013

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,429,268.44

**HRMD RECOMMENDATION:** The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,429,268.44.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
FEBRUARY 15, 2013 TO FEBRUARY 21, 2013**

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC) (Bank of America)**
- Page 6. Last page of the UHC Check Register for the Week.**
- Page 7. List of payments deemed not reimbursable.**
- Page 8. Journal Entry for the reimbursement.**

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: March 5, 2013  
 TO: Nicki Riley, County Auditor  
 FROM: Norman McRee, HR Financial Analyst  
 COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:  
 FROM: February 15, 2013  
 TO: February 22, 2013

**REIMBURSEMENT REQUESTED: \$ 1,429,268.44**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,012,772.65
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: February 26, 2013	\$ (592,192.07)
Adjust to balance per UHC	\$ 8,687.86
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 1,429,268.44</b>
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 1,429,268.44</b>

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


All claims over \$25,000 (3 this week totaling \$250,943.12) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

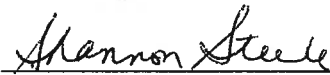
Fifteen percent (15%) of all claims under \$25,000 (\$176,838.82) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

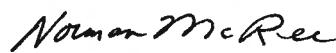
All claims have been reviewed to determine if they have exceeded the \$250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from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

All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

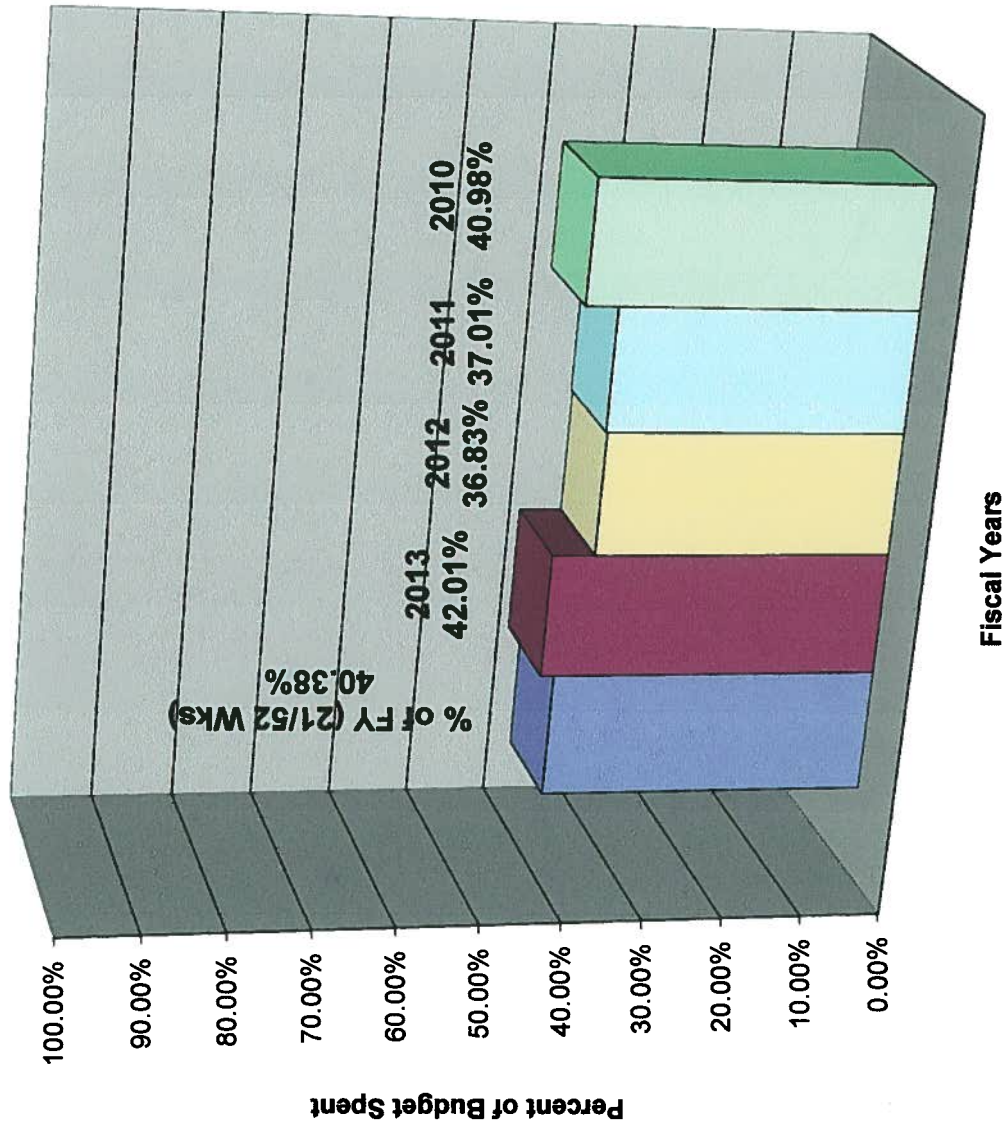
 2/25/13  
 John Rabb, Benefits Manager Date

 2/25/2013  
 Shannon Steele, Benefits Administrator Date

 2/22/13  
 Norman McRee, Financial Analyst Date

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

### Comparison of Claims to FY Budgets Week 21



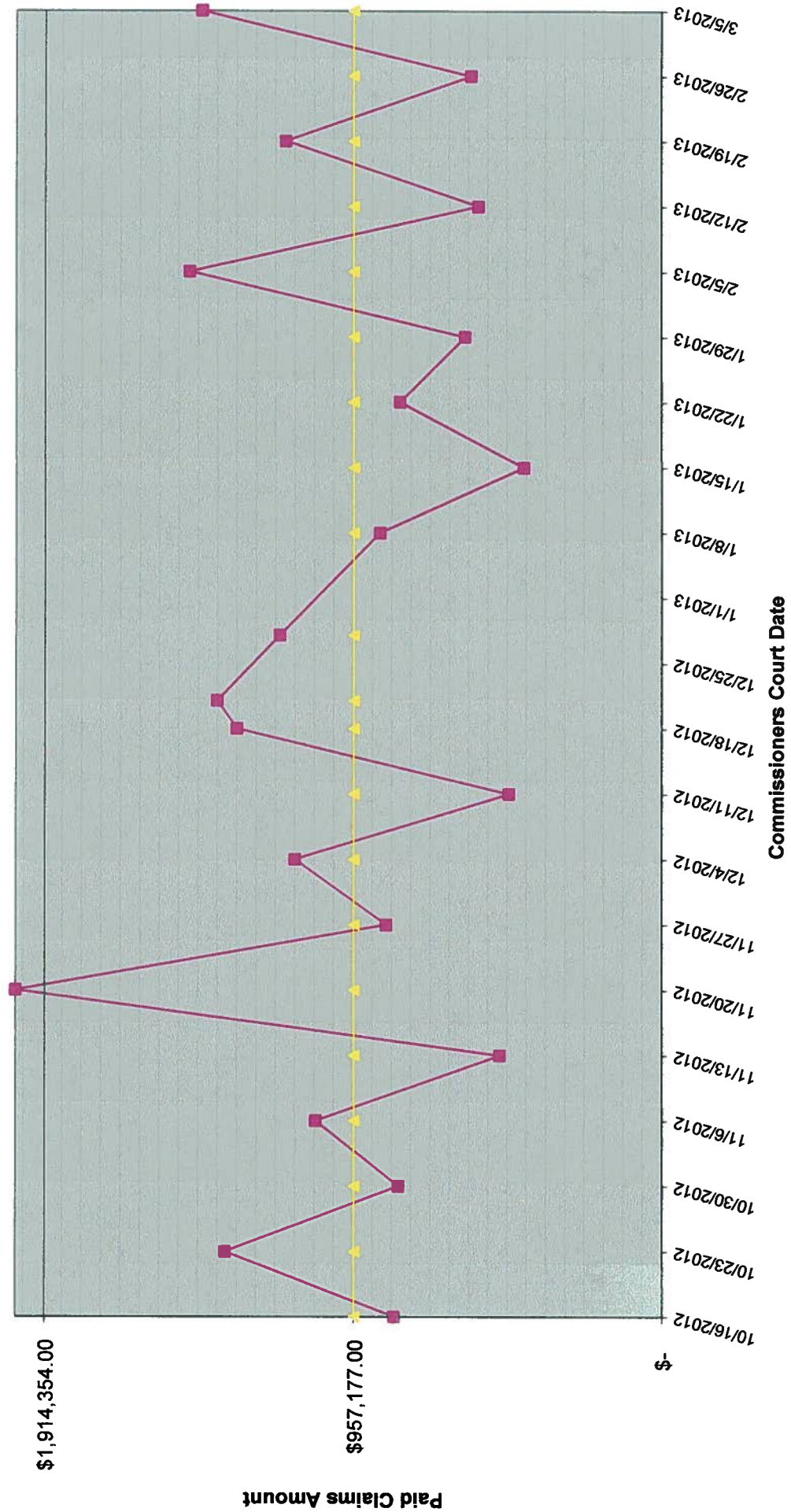
### Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	\$ 2,004,819.80	\$ 957,177.23	4	\$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	\$ 856,605.61	\$ 957,177.23	7	\$ 345,370.77	14.97%	11.71%
8	11/16/2012	11/22/2012	12/4/2012	\$ 1,140,771.38	\$ 957,177.23	0	\$ -	17.26%	14.05%
9	11/23/2012	11/29/2012	12/11/2012	\$ 474,802.74	\$ 957,177.23	2	\$ 98,896.45	18.21%	14.57%
10	11/30/2012	12/6/2012	12/18/2012	\$ 1,319,676.15	\$ 957,177.23	4	\$ 142,853.98	20.87%	17.30%
11	12/7/2012	12/13/2012	12/21/2012	\$ 1,380,972.18	\$ 957,177.23	8	\$ 726,479.65	23.64%	18.57%
12	12/14/2012	12/20/2012	12/28/2012	\$ 1,187,151.92	\$ 957,177.23	3	\$ 148,596.86	26.03%	20.69%
13	12/21/2012	12/27/2012	1/8/2013	\$ 875,593.97	\$ 957,177.23	5	\$ 262,457.31	27.79%	21.80%
14	12/28/2012	1/3/2013	1/15/2013	\$ 428,312.76	\$ 957,177.23	2	\$ 58,763.15	28.65%	22.93%
15	1/4/2013	1/10/2013	1/22/2013	\$ 814,824.53	\$ 957,177.23	0	\$ -	30.28%	25.13%
16	1/11/2013	1/17/2013	1/29/2013	\$ 610,955.41	\$ 957,177.23	1	\$ 41,841.23	31.51%	26.89%
17	1/18/2013	1/24/2013	2/5/2013	\$ 1,466,572.26	\$ 957,177.23	4	\$ 192,975.28	34.46%	28.96%
18	1/25/2013	1/31/2013	2/12/2013	\$ 569,238.61	\$ 957,177.23	2	\$ 75,547.81	35.60%	30.05%
19	2/1/2013	2/7/2013	2/19/2013	\$ 1,169,082.60	\$ 957,177.23	1	\$ 25,851.04	37.95%	31.86%
20	2/8/2013	2/14/2013	2/26/2013	\$ 592,192.07	\$ 957,177.23	2	\$ 72,001.13	39.14%	34.26%
21	2/15/2013	2/21/2013	3/5/2013	\$ 1,429,268.44	\$ 957,177.23	3	\$ 250,943.12	42.01%	36.83%
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Paid & Budgeted Claims to Date	\$ 20,909,980.48	\$ 20,100,721.85
Paid Claims less Total Weekly Budget		\$ 809,258.63

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

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



**Norman McRee**

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**From:** SIFSFX@UHC.COM  
**Sent:** Friday, February 22, 2013 12:58 AM  
**To:** Norman McRee  
**Subject:** UHG FUNDING NOTIFICATION

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

**NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY**

**DATE:** 2013-02-22                      **REQUEST AMOUNT:** \$2,012,772.65

**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

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**CALCULATION OF REQUEST AMOUNT**

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-02-21	\$716,539.43
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<b>\$1,951,501.57</b>
+ CURRENT DAY NET CHARGE:	\$61,271.08
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
<b>REQUEST AMOUNT:</b>	<b>\$2,012,772.65</b>

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**ACTIVITY FOR WORK DAY: 2013-02-18**

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$63,719.12	\$00.00	\$63,719.12
<b>TOTAL:</b>	<b>\$63,719.12</b>	<b>\$00.00</b>	<b>\$63,719.12</b>



UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013\_02\_21

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	\$	(241.40)	A1	438862	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(245.83)	QG	91380303	AH	9	2/16/2013	50	2/22/2013	2/21/2013
701254	632	\$	(251.63)	A1	525966	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(272.02)	A1	512384	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(309.73)	A1	493280	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(313.92)	A1	455715	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(328.06)	A1	464944	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(392.08)	A1	438863	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(394.65)	A1	470451	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(423.57)	A1	459341	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(423.57)	A1	513717	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(464.29)	A1	437498	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(502.05)	QG	1485198	AA	5	2/13/2013	50	2/20/2013	2/21/2013
701254	632	\$	(670.14)	A1	458580	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(918.82)	A1	493277	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(1,424.30)	QG	80756719	AH	1	2/15/2013	50	2/21/2013	2/21/2013
701254	632	\$	(1,528.48)	A1	496820	AA	2	2/16/2013	200	2/21/2013	2/21/2013
701254	632	\$	(2,183.40)	QG	50709732	AH	6	2/16/2013	50	2/22/2013	2/21/2013
701254	632	\$	(12,266.31)	A1	515044	AA	2	2/16/2013	200	2/21/2013	2/21/2013

1,429,268.44

# *Travis County Hospital and Insurance Fund - County Employees*

## *UHC Payments Deemed Not Reimbursable*

For the payment week ending: 02/21/2103

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

## Travis County - Employee Health Benefits Fund (8956)

### Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 02/21/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 133,726.48
	RR	1110068956	516110	\$ 33,852.53
			Total CEPO	\$ 167,579.01
EPO	EE	1110068956	516030	\$ 464,719.46
	RR	1110068956	516130	\$ 44,790.41
			Total EPO	\$ 509,509.87
PPO	EE	1110068956	516020	\$ 688,733.88
	RR	1110068956	516120	\$ 63,445.68
			Total PPO	\$ 752,179.56
			Grand Total	\$ 1,429,268.44

## Item 16



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 3/5/13

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

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on proposed routine personnel amendments.

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

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 6.

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

### **STAFF RECOMMENDATIONS:**

N/A

### **ISSUES AND OPPORTUNITIES:**

N/A

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

None.

### **REQUIRED AUTHORIZATIONS:**

Todd Osburn, Human Resources Management Department, 854-2744

Leslie Browder, Planning and Budget Office, 854-9106

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto: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, 4<sup>th</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

**March 5, 2013**

**ITEM # :**

**DATE:** February 22, 2013

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

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

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

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 6.**

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

LB/TLO

**Attachments**

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

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	03/01/2013	N/A	N/A	1750 - Criminal Justice Planning	NEW 30005146 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$68,095.87
New Hire	New Hire	03/04/2013	N/A	N/A	3650 - Juvenile Probation	30004254 / Juvenile Detention Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	02/21/2013	N/A	N/A	3200 - District Clerk	30001093 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,200.00
New Hire	New Hire	03/04/2013	N/A	N/A	3500 - Sheriff	30002801 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	03/01/2013	N/A	N/A	3455 - Constable Pct 2	30001752 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$34,000.00

2

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	02/25/2013	N/A	N/A	3500 - Sheriff	30001982 / Registered Nurse Charge N / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$57,241.60
New Hire	New Hire	02/19/2013	N/A	N/A	3300 - District Attorney	30050282 / Office Specialist / 2 - Temporary / 06 - Hourly - No Bnf / GRD12 / 00 / \$13.99
Re-Hire	Re-Hire	03/04/2013	N/A	N/A	1900 - STAR Flight	30050651 / Business Analyst Assoc / 8 - Retiree Temp / 06 - Hourly - No Bnf / GRD19 / 00 / \$25.07
Mobility	Career Ladder	02/16/2013	3650 - Juvenile Probation	30004231 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$32,345.46	3650 - Juvenile Probation	30004231 / Juvenile Detention Officer III / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Career Ladder	02/13/2013	3500 - Sheriff	30002998 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002998 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	02/16/2013	3300 - District Attorney	30001330 / Attorney VI / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$91,409.97	3300 - District Attorney	30001330 / Attorney VII / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / \$95,980.47
Mobility	Part-Time to Full-Time	02/07/2013	1850 - Health and Human Sv and Vet Sv	30005496 / Case Worker / 1 - Regular / 04 - Part Time Non-Exempt / GRD16 / 00 / \$28,050.36	1850 - Health and Human Sv and Vet Sv	30005496 / Case Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$44,880.58
Mobility	Promotion	03/03/2013	1700 - Transportation and Nat Rsrc	30004888 / Park Tech I / 2 - Temporary / 05 - Hourly - Retmt / GRD08 / 00 / \$11.00	1700 - Transportation and Nat Rsrc	30004770 / Park Tech II / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$12.00
Mobility	Promotion	03/04/2013	1400 - Information Technology Service	30000419 / Customer Support Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$55,578.85	1400 - Information Technology Service	30000385 / Systems Engineer I / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$65,000.00
Mobility	Promotion	02/21/2013	1700 - Transportation and Nat Rsrc	30004987 / Equipment Operator / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$37,206.62	1700 - Transportation and Nat Rsrc	30005009 / Equipment Operator Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$39,066.95

4



WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	02/16/2013	3100 - County Attorney	30000875 / Investigator / 1 - Regular / 02 - Full Time Non-Exempt / GRD67 / 05 / \$76,074.96	3100 - County Attorney	30000868 / Investigations Lieutenant / 1 - Regular / 01 - Full Time Exempt / GRD69 / 05 / \$83,445.65
Mobility	Promotion	02/16/2013	3100 - County Attorney	30000802 / Attorney VII / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / \$113,873.97	3100 - County Attorney	30000790 / County/District Attorney Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD32 / 00 / \$119,225.60
Mobility	Voluntary Reassignment	02/20/2013	3600 - Pretrial Services	30005939 / Social Services Program Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$42,430.96	3600 - Pretrial Services	30050175 / Chemical Dependency Counselor / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$42,430.96

5

**AD HOC CLASSIFICATION CHANGES**

		Current			HRMD Recommends		
Dept.	Position	Budgeted Title / Job Object ID	FLSA	Pay Grade	Budgeted Title / Job Object ID	FLSA	Pay Grade
County Clerk	30000918	Court Clerk Asst / 20000082	NE	11	Court Clerk II / 20000084	15	NE
County Clerk	30001001	Court Clerk I / 20000083	NE	13	Court Clerk II / 20000084	15	NE
District Clerk	30001100	Court Clerk I / 20000083	NE	13	Court Clerk II / 20000084	15	NE

**Departments request in order to meet departmental needs. PBO has confirmed funding available.**

**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**

MEMORANDUM FOR THE CHIEF OF BUREAU

DATE	BY	REMARKS	INITIALS	DATE	BY	REMARKS	INITIALS
11/18/12	...	...	...	11/18/12	...	...	...
11/19/12	...	...	...	11/19/12	...	...	...
11/20/12	...	...	...	11/20/12	...	...	...
11/21/12	...	...	...	11/21/12	...	...	...
11/22/12	...	...	...	11/22/12	...	...	...

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Department of Justice, this 28th day of February, 2013.

Special Agent in Charge

John P. ...

John P. ...

John P. ...

John P. ...

## Item 17



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**Prepared By/Phone Number:** Travis R. Gatlin, 854-9065

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** CONSIDER AND TAKE APPROPRIATE ACTION ON DEBT ISSUANCE SCHEDULE AND FUNDING FOR FISCAL YEAR 2013 CAPITAL PROJECTS, INCLUDING REVISIONS TO TRANSPORTATION AND NATURAL RESOURCES PROPOSED CASH FLOW FOR 2011 AUTHORIZED PROJECTS.

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

Please see attached documentation.

**STAFF RECOMMENDATIONS:**

Please see attached documentation.

**ISSUES AND OPPORTUNITIES:**

Please see attached documentation.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Please see attached documentation.

**REQUIRED AUTHORIZATIONS:**

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

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

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

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



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

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

**MEMORANDUM**

**TO:** Commissioners Court *Travis R. Matlen*  
**FROM:** Travis R. Gatlin, Assistant Budget Director  
**DATE:** February 20, 2013  
**SUBJECT:** FY 13 Proposed Debt Issuance

The following tables summarize the Bonds and Certificates of Obligation (COs) proposed for issuance in FY 13. The total amount of debt proposed for issuance in FY 13 is \$66,500,000.

The proposed FY 13 20-year maturity issuance for the 2011 Authorized Bond Projects is based on a revised cash flow requested by Transportation and Natural Resources (TNR). The total multi-year issuance remains at \$214,945,000, but has slight annual variations from the original cash flow. This results in more funds being issued in FY 13 through FY 15 and less between FY 16 to FY 18. TNR has requested the revisions "to take advantage of a favorable real estate market, accelerate project design and construction when ready, and to accommodate for development of certain partnership agreements." The table below summarizes the request. Please see the attached memo from TNR for additional details. The Planning and Budget Office (PBO) supports the change since it is intended to maximize current market conditions to benefit Travis County taxpayers and since interest rates continue to be at historic lows. PBO also strongly recommends that TNR continue to work diligently to close-out projects from previous authorizations in order to ensure projects are completed in a timely manner as possible.

Description	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	Total
Revised	\$52,645,000	\$43,975,000	\$40,885,000	\$36,005,000	\$32,720,000	\$5,490,000	\$3,225,000	\$214,945,000
Original	52,645,000	41,940,000	39,295,000	33,170,000	36,400,000	6,600,000	4,895,000	214,945,000
Change	\$0	\$2,035,000	\$1,590,000	\$2,835,000	(\$3,680,000)	(\$1,110,000)	(\$1,670,000)	\$0

**I. 20-year Bonds - \$43,975,000**

2011 Voter Approved Bonds – Requested FY 13 Cash Flow	Recommended FY 13 Long-term Issuance Based on Revised Cash Flow from TNR <sup>1</sup>
Proposition One (Roadway, Drainage, Bridge and Bike/Pedestrian Projects)	\$33,220,000
Proposition Two (Parks and Land Conservation Projects)	10,755,000
<b>Total for all Voter Approved Debt (20-year maturity)</b>	<b>\$43,975,000</b>

<sup>1</sup> Includes related issuance costs.

**II. Five-year Certificates of Obligation – \$22,525,000**

<b>Department</b>	<b>Project</b>	<b>Amount</b>
Information Technology Services (ITS)	End of Life Network, Servers and Storage	\$1,591,500
	SAN Fabric Expansion	350,000
	Dense Wave Division Multiplexing to provide high amounts of bandwidth for network and storage communication	250,000
	Building Router High Availability to ensure reliability and availability of the data network for voice and data services	360,000
	Data Storage Increase	1,000,000
<b>Subtotal for ITS</b>		<b>\$3,551,500</b>
Facilities Management Department (FMD)	Granger Building Renovations and Improvements	\$4,489,208
	Executive Office Building Improvements	4,281,200
	Blackwell-Thurman CJC Improvements	\$286,890
	HMS Courthouse Improvements	184,350
	Executive Office Building Parking Garage Improvements	93,615
	Post Road Elevator Upgrade	75,000
	Post Road Drug Court Renovations for CSCD	62,016
	Precinct Two Building Renovations for CSCD	48,243
	Gault Building Improvements	45,138
	Holt Building Improvements	44,070
	Brizendine Building Improvements	30,000
<b>Subtotal for FMD</b>		<b>\$9,639,730</b>
Travis County Sheriff's Office (TCSO)	TCJ Phase III: Duct Work Project	\$2,250,000
	HVAC Units Building 2	660,000
	Replacement of Security Fencing	560,000
	Shelving for Evidence Lab	268,286
	Lockers for Evidence Lab	198,000
	Smoke Detection System for Life Safety Academy	50,000
	Fire Detection System for TCCC Building 12 G Unit	50,000
	Access Modifications for TCCC Building 12	30,000
<b>Subtotal for TCSO</b>		<b>\$4,066,286</b>
Transportation and Natural Resources (TNR)	HMAC and Alternative Paving Projects	\$1,429,849
	East Service Center FM 969 Entrance	400,000
	Capital Drainage Projects	327,000
	Traffic Signals- New Installations	300,000
	Park Roads and Parking Lot Maintenance	219,373
	Metro Park Concrete Sidewalk Upgrade	190,120
<b>Subtotal for TNR</b>		<b>\$2,866,342</b>
Emergency Medical Services (EMS)	Fire Fighting Aircraft, Aircraft Dolly and Aircraft Bambi Bucket	\$2,302,015
<b>Subtotal for EMS</b>		<b>\$2,302,015</b>
Total W/O Issuance Costs		\$22,425,873
Issuance Costs		\$99,127
<b>Total With Issuance Costs</b>		<b>\$22,525,000</b>

The FY 13 COs included in the Adopted Budget totaled \$25,275,000. The revised recommended FY 13 issuance of COs is \$22,550,000 and is \$2,750,000 less than the Adopted Budget. The changes are highlighted below.

<b>FY 13 Adopted Budget Proposed COs</b>	<b>\$25,275,000</b>
Reduction from approved projects funded through the Capital Project Review Process "Scrubbing" approved by Court on Feb 26, 2013	(2,560,576)
Reduction from moving the non-COs eligible portion of Fire Fighting Aircraft to Capital Acquisition Resources (CAR) funding approved by Court on December 11, 2012	(82,552)
Reduction from lower final price for the Fire Fighting Aircraft approved by Court on December 11, 2012.	(78,439)
Reduction from estimated lower issuance costs	(28,433)
<b>FY 13 Proposed CO Issuance</b>	<b>\$22,525,000</b>

PBO recommends approval of revised cash flow for 2011 Voter Approved Bond Projects and the final project list for the FY 13 Certificates of Obligation. The final project list includes only projects approved as a part of the FY 13 budget process along with administrative revisions that allow the Court to issue less debt than was anticipated at the time the FY 13 budget was adopted.

Please let me know if you have any questions.

cc: David Escamilla, County Attorney  
 John Hille, Tenley Aldredge, County Attorney's Office  
 Glenn Opel (Bond Counsel)  
 Ladd Pattillo, (Financial Advisor)  
 Nicki Riley, County Auditor  
 Hannah York, Adrienne Yust, Sharon Martindale, County Auditor's Office  
 Walter LaGrone, Randy Lot, ITS.  
 Greg Hamilton, Travis County Sheriff  
 Paul Mathews, TCSO  
 Danny Hobby, Casey Ping, EMS  
 Steven Manilla, Cynthia McDonald, Donna Williams-Jones, TNR  
 Roger El-Khoury, John Carr, Amy Draper, FMD  
 PBO

## Item 18



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**Prepared By/Phone Number:** Donna Stirman, 854-9584

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

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on total loss motorcycles and Del Valle fire.

- A. TCSO unit 3382 – Settle
- B. TCSO unit 3049 – Settle
- C. TCSO fire - Settle

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

#### **STAFF RECOMMENDATIONS:**

Staff recommends the claims be paid as proposed.

#### **ISSUES AND OPPORTUNITIES:**

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

The fiscal impact on the Risk Fund totals \$44,228.02; \$21,089.00 for ACV and \$23,139.02 for the fire. The fiscal impact on the CAR fund is \$40,357.00. The total fiscal amount for approval is \$84,585.02.

#### **REQUIRED AUTHORIZATIONS:**

Risk Management, HRMD, William Paterson,  
Planning and Budget, Leslie Browder  
County Judge and Commissioners

**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](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.





# Human Resources Management Department



1010 Lavaca, 2<sup>nd</sup> Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

## BACKUP MEMORANDUM

DATE: February 21, 2013

TO: Members of the Commissioners Court

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

FROM: William Paterson, Risk Manager *WPD*  
 Donna Stirman, Risk & Safety Specialist, Sr. *DS*

SUBJECT: Total Losses-Motorcycle  
 TCSO fire

### Proposed Motion:

Consider and take appropriate action on two motorcycle total losses and fire damage at the Del Valle Correctional Complex.

### Summary and Staff Recommendation:

Staff recommends that the two total loss motorcycles and the TCSO fire claim be paid as proposed.

The County's third party administrator have inspected the two totaled motorcycles and determined their actual cash value (ACV). The Risk fund pays the ACV and pursuant to amended Chapter 34, §34.001, subsection (h), the Capital Acquisition Reserve (CAR) fund pays the difference of the ACV and the cost of a replacement vehicle.

All associated third party claims arising from these total loss claims have been settled.

### Budgetary and Fiscal Impact:

Reference the motorcycles; the total fiscal impact from the Risk fund is \$21,089.00 for ACV. The total amount from the CAR fund is \$40,357.00. The total transfer amount requesting your approval is \$61,446.00.

Reference the fire; the total fiscal impact from the Risk fund is \$23,139.02.

If additional backup or information is required, please contact Risk Management at 854-9584.

A

RECOMMENDATION FOR TOTAL LOSS

DATE: February 21, 2013

COUNTY DEPT: TCSO

CLAIM NUMBER: A12372500520201

DATE OF INCIDENT: 12/07/11

LOCATION: 10100 Anderson Mill Road

PROPERTY DAMAGE: 2009 Honda ST1 Motorcycle unit 3382

LOSS PAYEE:

	Loss Amt.	Paid Amt.
TNR		
Vehicle Replacement	\$30,723	
ACV/Risk Fund		\$13,432
CAR Fund		<u>17,291</u>
Total	<u>\$30,723</u>	<u>\$30,723</u>

**DESCRIPTION OF INCIDENT:** Deputy Toby Miller was westbound in the 10100 block of Anderson Mill Road on motorcycle unit 3382. He was behind a Lexus that was behind a van. Deputy Miller was briefly distracted by an unrelated violator and when he looked back in front of him, the van had stopped to make a turn and the Lexus had stopped as well. Deputy Miller struck the Lexus from the rear, pushing it into the van, and he was thrown from the motorcycle onto the roof of the Lexus and sustained serious injuries. County unit 3382 was totaled. Third party claim has already been settled.

**RECOMMENDATION:** JI Specialties have reviewed the loss notice and confirmed facts of the accident. Motorcycle was inspected and rendered a total loss. Market valuation was completed by PDA Austin and the ACV is \$13,432.00.

**CLAIMS SPECIALIST:** Velvet Dixon

**COUNTY'S RECOMMENDATION:** The Risk Manager has reviewed the claim submitted and pursuant to approval of amended Chapter 34, §34.001, subsection (h), recommends \$13,432.00 be transferred from the Risk Fund 1110048955-8955-516410 into 1490350000-0001-520020 and \$17,291.00 be transferred from the CAR Fund into 1498060001-0001-520020.

**RECOMMENDATION FOR TOTAL LOSS**

**DATE:** February 21, 2013  
**COUNTY DEPT:** TCSO  
**CLAIM NUMBER:** A13372500360201  
**DATE OF INCIDENT:** 11/26/12  
**LOCATION:** 2800 N. Capital of Texas Hwy.  
**PROPERTY DAMAGE:** 2007 Honda ST1300 Motorcycle unit 3049  
**LOSS PAYEE:**

TNR	Loss Amt.	Paid Amt.
Vehicle Replacement	\$30,723	
ACV/Risk Fund		\$ 7,657
CAR Fund		<u>23,066</u>
Total	<u>\$30,723</u>	<u>\$30,723</u>

**DESCRIPTION OF INCIDENT:** Deputy Guillermo Martinez was operating his county assigned motorcycle unit 3049 on selective traffic on N Capital of Texas Hwy. He clocked a violator traveling 82 mph, activated emergency lights and began pursuit northbound. Traffic in front of him and to his right cleared a path but as he approached the intersection of Waymaker Way, a 2009 Land Rover pulled in front of him that was attempting to cross over to southbound lanes. Deputy Martinez applied full brakes but struck the Land Rover on the front left tire area and he flipped over the vehicle, landing on his back. Motorcycle was totaled and Deputy Martinez was transported with serious injuries. Third party's insurance company has been placed on notice of subrogation and recovery is pending.

**RECOMMENDATION:** JI Specialties have reviewed the loss notice and confirmed facts of accident. Motorcycle was inspected and rendered a total loss. Market valuation was completed by PDA Austin and the ACV is \$7,657.00.

**CLAIMS SPECIALIST:** Velvet Dixon

**COUNTY'S RECOMMENDATION:** The Risk Manager has reviewed the claim submitted and pursuant to approval of amended Chapter 34, §34.001, subsection (h), recommends \$7,657.00 be transferred from the Risk Fund 1110048955-8955-516410 into 1490350000-0001-520020 and \$23,066.00 be transferred from the CAR Fund into 1498060001-0001-520020.

C

RECOMMENDATION FOR TRANSFER

DATE: February 21, 2013  
COUNTY DEPT: TCSO  
CLAIM NUMBER: P12373500630701  
DATE OF INCIDENT: 12/28/11  
LOCATION: Del Valle Correctional Complex  
Bldg #170, Main Laundry  
PROPERTY DAMAGE: Fire, Dryer #3, water cleanup and damage  
\$23,139.02

**DESCRIPTION OF INCIDENT:** Officer Robert Rodriguez was assigned to supervise the trustees for laundry detail. Eight of the 11 dryers had laundry in them in various stages of drying. Contrary to protocol, he left the dryer doors open, full of clothes, and returned the inmates to their housing. He then left the premises for the day. Several hours later, the building three alarm sounded and when they investigated, discovered the laundry room full of smoke and dryer #3 was on fire. The Fire Department was called out and two sprinkler heads had activated. The Fire Marshall was also dispatched to investigate and determined the fire originated from dryer #3. Blackmon Mooring services were rendered for water remediation.

**RECOMMENDATION:** Facts of accident have been verified. It is recommended TCSO be reimbursed in the total amount of \$23,139.02 for water/mold remediation, one new dryer and installation, replacement inmate clothing, utility carts and lumber.

**CLAIMS SPECIALIST:** Donna Stirman

**COUNTY'S RECOMMENDATION:** The Risk Manager has reviewed the claim submitted and concurs with the findings of the claims specialist and recommends a transfer in the amount of \$23,139.02 from the Risk Fund to TCSO.

## Item 19



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**Prepared By/Phone Number:** Jim Barr, AIA, LEED AP, 854-9190

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

**County Executive:** Leslie Browder, PBO, 854-9106

**Sponsoring Court Members:** Commissioner Ron Davis

A handwritten signature in black ink, appearing to read "Roger El Khoury".

### AGENDA LANGUAGE:

Consider and take appropriate action regarding placement of newspaper boxes along the Plaza North planter wall at the 700 Lavaca building.

### BACKGROUND/SUMMARY OF REQUEST:

A request has been made to place newspaper boxes for public distribution of news and notices at the 700 Lavaca building. Facilities Management Department has identified an area along the Plaza North planter wall for placement of newspaper boxes if approved by the Commissioners Court. Please see Exhibits 1 and 2.

### STAFF RECOMMENDATIONS:

Facilities Management Department recommends that the newspaper boxes be placed along the Plaza North planter wall at the 700 Lavaca building if the newspaper boxes are approved by the Commissioners Court.

### ISSUES AND OPPORTUNITIES:

Newspaper boxes if properly located can be good service amenities for the public without detracting from the appearance of the building.

### FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact.

### ATTACHMENTS/EXHIBITS:

- 1) Plaza Plan
- 2) Photograph

### REQUIRED AUTHORIZATIONS:

N/A

**FACILITIES  
MANAGEMENT  
DEPARTMENT**  
Roger A. El Khoury, P.E., Director  
1010 Lavaca Street, Suite 400  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9681



**700 Lavaca Plaza**  
700 Lavaca Street  
Austin, Texas

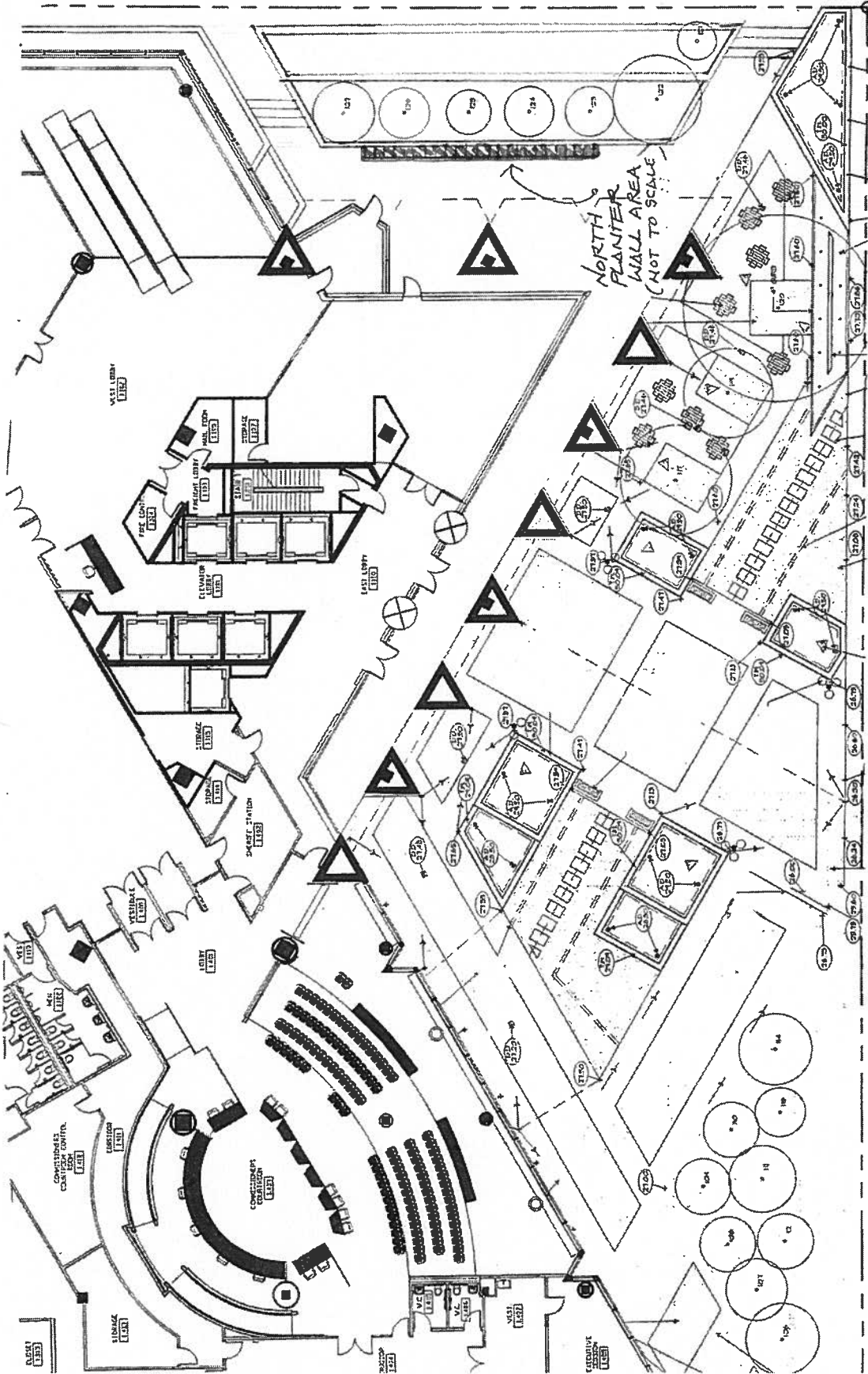
James M. Barr, AIA  
Texas Architect  
Registration #8544  
date: Feb 20, 2013  
This drawing is not to  
be used for  
regulatory approval,  
permitting or  
construction

sheet

**1**

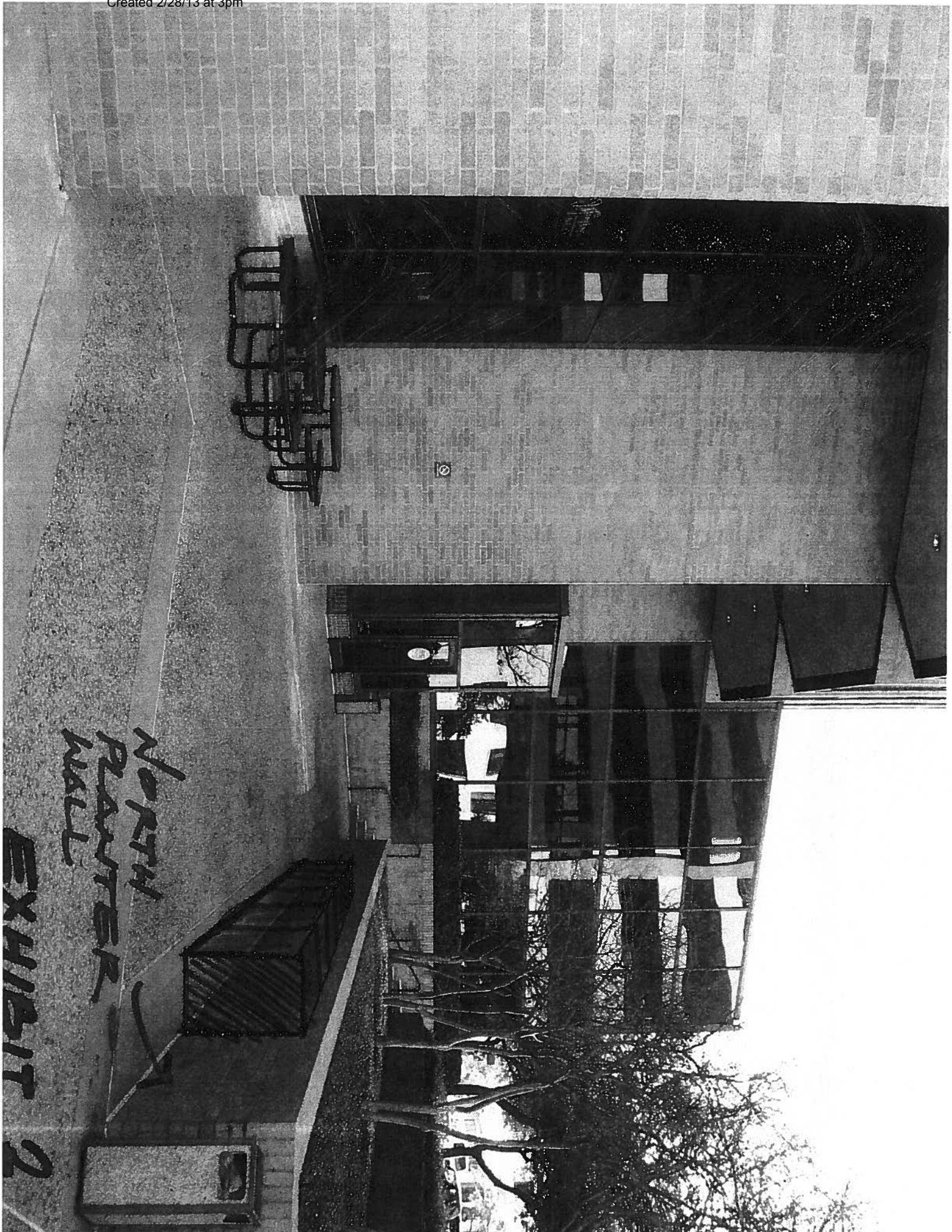
of one

EXHIBIT 1



**Plaza Plan**

scale: none



NORTH  
PRAYER  
WALL

EXHIBIT 2

## Item 20



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 03/05/2013, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Planning and Budget Office

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

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

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

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

Having received public comment, the Commissioners Court indicated that they will consider the draft economic agreement for approval at their voting session on March 5, 2013. National Instruments is not requesting any exceptions or waivers to the County's current economic development policy.

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

### **STAFF RECOMMENDATIONS:**

The Planning and Budget Office recommends approval of the agreement, which is attached along with a summary of the key agreement terms. The agreement is in compliance with the County's economic development policy.

### **ISSUES AND OPPORTUNITIES:**

N/A



**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Jessica Rio  
David Salazar

**PROPOSED TERM SHEET**  
**NATIONAL INSTRUMENTS CORPORATION**  
**ECONOMIC INCENTIVES AGREEMENT**

1. Company: National Instruments Corporation
2. Location: 11500 N. MoPac Expressway, Austin Texas  
Within Austin Desired Development Zone
3. Project: Research and Development, Sales and Marketing Center  
300,000 square feet  
8.1 acres
4. Investment: \$80,000,000 +  
\$4,000,000 by 12/31/14  
Remainder by 12/31/15  
Building: \$46,929,000  
Machinery and  
Equipment and FFE: \$33,353,000
5. Term: 10 Years  
Base Year: 2013  
Effective Date: March 15, 2013  
Payment Term: 1/1/16 – 12/31/25  
Construction Commencement: 6/30/14  
Construction Completion: 12/31/15
6. Incentive: 43%  
\$80 million investment: 25%  
1,000 new employees: 15%  
Silver LEED 3%
7. Property: Will be owned by Company; may have short term lease to allow initial hiring
8. Competitive Siting: Yes
9. Hiring: Salaries for employees and construction workers at \$11/hr. minimum
10. Jobs: 1,000 new jobs; maintain 2,550 existing jobs  
Recruitment efforts – work with non-profits  
Good faith effort to hire residents
11. Annual Compensation: Average: \$63,000  
Median: \$55,667
12. Benefits: As set forth in the agreement – meets County policy requirements
13. LEED Certification: Silver
14. Recapture: Last 5 years of Agreement if fail to meet investment and new employee requirements by the end of the term.

**ECONOMIC DEVELOPMENT AGREEMENT**  
**BETWEEN TRAVIS COUNTY AND**  
**NATIONAL INSTRUMENTS CORPORATION**

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

RECITALS

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

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

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

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

WHEREAS, the Company intends to develop a new Research and Development and Sales and Marketing and marketing center ("Center"), with approximately 300,000 square feet or more, to be located on 8.1 acres adjacent to the Company's Corporate Campus at 11500 N. MoPac Expressway, Austin, Texas (within the City of Austin's Desired Development Zone), which will contribute to the general economy of Travis County, Texas; make significant capital investments, thus increasing the tax base for Travis County; and create new full time jobs, which will benefit the job force of Travis County.

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

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

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

**1.0 DEFINITIONS.** In this Agreement,

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

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

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

1.4 “Base Year” means calendar year 2013.

1.5 “Base Year Value” means the taxable value assessed by the County for the purpose of the payment of Travis County Ad Valorem Taxes on the Eligible Property on January 1, 2013, as set forth on the certified tax rolls of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

but does not include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.32 “TCAD” means the Travis Central Appraisal District.

1.33 “Termination Date” means the earlier to occur of

(a) December 31, 2025, or

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

## 2.0 GENERAL TERMS

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

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

### 2.3 **Terms.**

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

2.3.2. **Payment Term.** The payment of the Grant Funds will take place upon compliance with all terms of this Agreement beginning on the first year of the Payment Term which begins non later than January 1, 2016, and continues through December 31, 2025 (unless earlier terminated pursuant to the terms of this Agreement), as defined in this Agreement;

provided, however, in recognition of the fact that Grant Funds will be calculated and paid after taxes have been assessed and paid to the County, and therefore always in arrears, the Agreement Term shall be deemed to include the time necessary for the payment of any Grant Funds to the Company which extend beyond the period of time defined as the Agreement Term in Section 1.24.

2.3.3 **Construction Commencement Date.** The Company agrees to commence construction no later than June 30, 2014.

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

### 3.0 ENTIRE AGREEMENT

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

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

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

### 4.0 GRANT FUNDS

#### 4.1 **Grant Funds.**

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

(a) **Annual Grant Payment.** For the Payment Term (defined as January 1, 2016 - December 31, 2025), the Grant Payment shall be computed as an amount equal to forty percent (43%) of the excess of the Payment Year Ad Valorem Taxes paid on Eligible Property over the Base Year Ad Valorem Taxes paid on Eligible Property. Said Grant Payment shall be computed as follows:

(Payment Year Ad Valorem Taxes Paid - Base Year Ad Valorem Taxes Paid) X 0. 43  
= Annual Grant Payment by County

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

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

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

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

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

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

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

(c) The value of Eligible Property shall be fully taxable with Grant Payments by the County to Company of forty percent (43%) of that payment.

4.2 **Determination and Payment of Grant Funds.**

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

- |       |                    |  |
|-------|--------------------|--|
| (a)   | 1/1/13 – 12/31/13  | Base Year Value determined by TCAD   |
| (b)   | 3/15/13            | Effective Date (upon execution by both Parties)                                    |
| (c)   | 10/1/13 – 12/31/25 | Agreement Term   |
| (d)   | 12/31/13           | 51 Additional New Jobs Created (See Sec. _____ for Remaining Employment Timetable) |
| (e)   | 6/30/14            | Commencement of Construction   |
| (f)   | 12/31/14           | \$4,000,000 Investment   |
| (g)   | 12/31/15           | 76,282,000 Investment (Total: \$80,292,000 investment)                             |
| (h)   | 12/31/15           | Latest Date for Completion of Facilities Construction                              |
| (i)   | 1/1/16             | Payment Term begins (Payment made in 2016, would be based on 2014 performance)     |
| * (j) | 3/31/16            | Annual Report due as to performance for 2014                                       |



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

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

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

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

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

(b) Certification of Compliance.

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

(ii) Inability to Comply. If the Company cannot certify complete compliance with the terms of the Agreement, the Company shall include a full and complete explanation of the reasons for the failure to comply along with the Company's plans to achieve compliance or reasons that compliance cannot be achieved. Upon receipt of such explanation, the Commissioners Court of the

County may, at its sole discretion, agree to work with the Company to develop a mutually agreeable amendment to this Agreement with which the Company can comply, or terminate the Agreement by written notice given to the Company within ninety (90) days after the Annual Report including the notice of inability to comply is given to the County.

(c) Access, Monitoring and Inspections.

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

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

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

Section 4.2.2. All monitoring activities by County under this Agreement will be subject to the requirements of 4.2.2(c)(ii) above.

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

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

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

4.2.4. Material Issues in Grant Funds Notice. If the County identifies any material issues in the Annual Report, the County will advise the Company of such material issues that are identified in the verification process within 30 days of receipt of the Annual Report and other reporting information to allow the Company to correct/complete such Annual Report. Should the Company and the County be unable to agree to the completion/correction of the Annual Report within thirty (30) days of receipt of the notice by the Company of material issues, the matters will be addressed as provided in Section 8 of this Agreement.

4.2.5. Final Grant Fund Payment. The final payment of Grant Funds by the County to the Company pursuant to this Agreement shall be based on the Annual Report relevant to the last year of the Agreement Term. Upon the County's paying of said final payment as described in this Section 4, this Agreement shall terminate.

## 5.0 COMPANY PERFORMANCE

5.1 Requirements for Grant Payment. The Company agrees to do the following to receive and retain the 40% Grant during the Agreement Term, as described in Section 4.1 .1:

5.1.1. Construction and Operation of Project. The Project, as described in

Attachment A, must meet the following requirements regarding the construction and operation of the Project:

(a) Location. The Project will be located on approximately 8.1 acres adjacent to the Company's Corporate Campus at 11500 N. MoPac Expressway, Austin, Texas, ***which is a part of the City of Austin's Desired Development Zone.***

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

(c) Change in Ownership. Section 5.1.1(b) notwithstanding, County and Company agree that, with written notice to County within thirty (30) days of such agreement, Company may enter into future agreement(s) by which ownership of the property transfers to another Party. Regardless of such actions, Company will retain the obligation to pay Ad Valorem Taxes on the property (real and personal business property) either directly or indirectly; will provide County with a copy of such written obligation in the document(s) transferring ownership; and will provide County with a cancelled check or other acceptable documentation showing payment of all Ad Valorem Taxes by Company for each year in which Grant Funds are requested of County under this Agreement. If Company meets the requirements of this subsection 5.1.1(c), requirements as to ownership of the property/facility under this Agreement (including Section 8.2.3(a)(i)) will be considered to have been met.

(d) Construction and Required Investment.

(i) Construction. Construction will begin no later than June 30, 2014. The Project will have approximately 300,000 square feet or more of space, and the Company will invest a minimum of \$4,000,000 for new improvements and new business and personal property by December 31, 2014; and an additional \$76,282,000 for new improvements and new business and personal property by December 31, 2015 for a total of \$80,282,000. Investment will be as follows:

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

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

(e) Minority and Women-Owned Business Enterprises. The Company will use good faith efforts and will encourage its agents and contractors to use good faith efforts, to ensure that Minority and Women-Owned Business Enterprises and Historically

Underutilized Businesses have the opportunity to participate in the design, construction and operation of the Project. The Company will comply with the conditions and requirements of Section \_\_\_\_ of the City Agreement regarding the opportunity for Minority and Women-Owned Business Enterprises to participate in the design and construction of the Project and as suppliers for materials and services for the operation of the Project, and such compliance will be deemed to be compliance with the above provisions in this paragraph (d).

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

**(i) To provide salaries to all Employees, including contract Employees and employees hired by contractors for construction of the Company's facilities related to this incentive Agreement, at an hourly wage that equals or exceeds the County's established minimum wage (currently \$11.00 per hour).**

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

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

(a) Required Number of Jobs.

(i) Current Jobs. Company has 2,440 existing jobs as of the Effective Date of this Agreement.

(ii) Creation. The Company shall create at least 1,000 New Full-time Jobs by December 31, 2022, according to the schedule set forth in subsection 5.1.2(b) below.

(ii) Retention. Company shall retain at least 3,440 jobs throughout the Agreement Term.

(b) Employment Schedule.

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

<u>Year</u>	<u>Existing Jobs</u>	<u>New Jobs</u>	<u>Total Jobs</u>
2013	2550	51	2491
2014	2491	91	2582
2015	2582	94	2676
2016	2676	98	2774
2017	2774	101	2875
2018	2875	105	2980

2019	2980	109	3089
2020	3089	113	3202
2021	3203	117	3319
2022	3319	121	3440
TOTAL		1,000	

(ii) Ongoing Employment Obligations. During each year of the remainder of the Agreement Term after December 31, 2015, the Company shall continue to have not less than the number of existing and new full time jobs set forth in Subsection 5.1.2(b)(i) above.

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

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

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

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

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

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

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

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

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

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

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

(i) the health benefits must be provided to the Employees and their family members and domestic partners; and

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

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

(iv) if Company maintains the current health benefits plan (including health, dental and life insurance, vision and prescription drug plans, onsite medical clinic and flexible spending accounts), or a plan with similar benefits, that will be considered compliance with this subsection 5.1.2(e).

(f) Opportunity To Correct Deficiency. If the Company has not satisfied the requirements and conditions described in paragraphs above [Section 5.1.2(a) – (e)] at the end of any year during the Payment Term, the Company shall have a period of ninety (90) days after the end of the applicable year to correct such deficiency, but the County shall not have any obligation to give the Company notice concerning such deficiency pursuant to Sections 8.3 and 8.4 since the Company should become aware of any such deficiencies when completing the annual report to County as required under Section 5.3.1; however, County will work with Company upon receipt of any annual report showing any deficiencies to note such deficiencies and develop a plan for resolution within the 90 day cure period. If the Company fails to correct the deficiency within such 90-day period, the Company shall not be entitled to receive the applicable Grant Funds for such year.

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

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

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

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

Silver	3%
Gold	4%
Platinum	5%

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

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

(i) **Environmental.** The Project will be completed and maintained in a manner which preserves and respects the natural environment by maintaining green space as set forth in the plan of development presented to and approved by the City of Austin, as evidenced by certificates of occupancy from the City of Austin. The Company shall not violate any federal, state or local legislation and/or regulation(s) which prohibit or regulate deleterious effects on the environment within the Project. This Property may not be located over an environmentally sensitive aquifer or contributing zone, and the Company hereby certifies that the Property is not located over an environmentally sensitive aquifer or contributing zone.

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

(iii) **Community Improvement.** The County acknowledges the active participation by the Company in community development activities which contributes to the development and improvement of Travis County in areas beyond those directly



related to business and the economy. The Company agrees to make commercially reasonable efforts to continue such participation related to local education, job training and job mobility through activities such as financial contributions to local schools and volunteer work within the community.

### 5.3 **Reports.**

#### 5.3.1. **Annual Report.**

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

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

5.3.2. **County Monitoring of Reports.** The County retains the right to monitor and audit the findings in all reports provided or made available to the County under this Agreement as necessary to confirm compliance with the terms of this Agreement. The Company shall retain all reports made by third parties related to this Agreement and allow the County reasonable access to such reports if County requests the opportunity to review such reports. The County will only request such review upon reasonable cause to question the accuracy of the Annual Report submitted by the Company to the County.

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

(a) documentation to show commencement date and completion date (as applicable);

(b) total value of completed Project (as certified by TCAD for Travis County Ad Valorem Taxation);

(c) total number of Existing Full-time Jobs and total number of New Full-time Jobs and date of hire for each;

(d) average salary of New Full-time Jobs;

(e) information showing the amount of County Ad Valorem Taxes paid by the Company and the amount of Grant Funds reimbursed by the County to date;

**(f) information as set forth in Section 28.008(b)(i)-(viii) of the County Policy.**

(g) other information as necessary to support compliance with terms of this Agreement; and

(h) certification as to accuracy of report and compliance with the terms of the Agreement.

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

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

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

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

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

**5.7 Indemnification and Claims.**

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

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

**5.8 Miscellaneous Responsibilities.**

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

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

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

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

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

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

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

## 6.0 AMENDMENTS

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

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

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

## 7.0 COMPLIANCE

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

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

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

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

## 8.0 NON-PAYMENT, TERMINATION AND DEFAULT

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

8.1.1 **Investment/Construction.**

(a) Construction completed no later than December 31, 2015.

(b) \$4,000,000 invested no later than December 31, 2014.

(c) \$76,282,000 invested no later than December 31, 2015.

(d) Construction and installation of new business personal property investment documented in rendition to TCAD and classified as new construction.

8.1.2 **Jobs.**

(a) conditions to be met under terms of the Agreement, including the cure period set forth in Section 8.4.

(b) Meet minority participation and recruiting requirements set forth in Sections 5.1.1(d) and 5.1.2(d).

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

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

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

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

8.2.3. **Failure to Comply.**

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

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

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

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

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

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

8.2. Right to Withhold Grant Funds. In addition to the rights granted to the County to terminate this Agreement because of a Termination Event pursuant to paragraph (a) of Section 8.1.3, the County shall have the right to withhold any unpaid Grant Funds if the Company is in default with respect to any of its obligations under this Agreement. The County shall have the right to withhold the payment of any such Grant Funds the Company would otherwise be entitled to receive until such default has been cured.

8.3 Notice and Opportunity to Cure. If either Party is in default with respect to such Party's obligations under this Agreement, the non-defaulting Party shall give written notice of such default to the defaulting Party pursuant to the notice provisions in Section 10. The defaulting Party shall then have a period of ninety (90) days the receipt of such notice to cure such default. If the defaulting Party fails to cure such default within such 90-day period, the non-defaulting Party shall have the right to exercise the right and remedies provided for in this Agreement; provided, however, the County shall have the right to withhold the payment of Grant Funds to the Company pursuant to Section 8.3, until the default is cured by the Company.

## 9.0 MISCELLANEOUS PROVISIONS

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

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

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

## 10.0 NOTICES

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

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

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

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

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

and

Cyd Grimes, Purchasing Agent (or her successor)  
Travis County Purchasing

P.O. Box 1748  
Austin, Texas 78767

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

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

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

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

## 11.0 PROHIBITIONS

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

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

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



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

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

## 12.0 ASSIGNABILITY

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

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

## 13.0 INTERPRETATIONAL GUIDELINES

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

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

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

## 14.0 OTHER PROVISIONS

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

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

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

14.4. **Severability.** Subject to Section 8.1.4, if any portion of this Agreement is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the remainder of it shall remain valid and binding and as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

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

14.6. **Force Majeure.** Neither Party shall be financially liable to the other Party for delays in performance or failures to perform under this Agreement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within ten (10) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

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

NATIONAL INSTRUMENTS CORPORATION

TRAVIS COUNTY

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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



**ATTACHMENT A**  
**DESCRIPTION OF PROPERTY AND PROJECT**  
**LEGAL DESCRIPTION OF PROPERTY**

**ATTACHMENT B**  
**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_

Name of Affiant: \_\_\_\_\_

Title of Affiant: \_\_\_\_\_

Business Name of Contractor: \_\_\_\_\_

County of Contractor: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

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

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of notary

**EXHIBIT A – ATTACHMENT A  
LIST OF KEY CONTRACTING PERSONS  
\_\_\_\_\_ , 2013**

Note: UPDATED LIST TO BE PROVIDED

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

**FORMER EMPLOYEES**

<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
Director, Health Services Division	Beth Devery	03/09/13
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13

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

**ATTACHMENT C- ANNUAL REPORT FORM**  
**TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM**

REPORTING YEAR: \_\_\_\_\_ (YEAR OUT OF 10)

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

1. CONSTRUCTION COMMENCEMENT AND COMPLETION

- A. Date construction on Project commenced: \_\_\_\_\_
- B. Date Certificate of Occupancy Issued (Please attach Certificate of Occupancy): \_\_\_\_\_
- C. Date of LEED Certification (Complete this section if Company is requesting additional 5%

incentive outlined in Sec. 5.2.1):

2. VALUE OF NEW IMPROVEMENTS AND NEW MACHINERY AND EQUIPMENT

- A. Total value of Eligible Property (amount subject to Travis County Ad Valorem Taxation):
  - New Improvement: \$ \_\_\_\_\_
  - New Business/Personal Property \$ \_\_\_\_\_

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

3. EMPLOYEES

- A. Total Number of New Full-time Jobs for the reporting year (Sec. 5.1.2 (b)) \_\_\_\_\_
- B. Average Salary for New Full-time Jobs  
[Must equal at least the amount specified in Section 5.1 .2(c)
  - i. Are Contract Employees meeting salary and benefits requirements outlined in 5.1.2 (f)?
- C. How many Full-time Employees are residents of Travis County? (Complete this section if Company is requesting additional 5% incentive outlined in Sec. 5.2.2)

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

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

4. AGREEMENT BENEFITS

- A. Travis County Ad Valorem Taxes paid on Eligible Property for this Reporting Year: \_\_\_\_\_
- B. Base Year Travis County Ad Valorem Taxes Paid on Eligible Property: \_\_\_\_\_
- C. Incremental Travis County Ad Valorem Taxes paid  
(Difference between "A" and "B")
- D. Agreement Benefits Claimed by Company

5. OTHER

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

Documentation of: (1) current ownership/lease agreement for property; (2) compliance with Minority and Women-Owned Business requirements; (3) compliance with construction laws requirement; (4) compliance with recruitment requirements; (5) compliance with health benefits requirement; (6) compliance with employee benefits program (requirements under Sections 5.1.1, 5.1.2 and 5.1.3).

Certification:

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

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT D**  
**CITY OF AUSTIN AGREEMENT**

**ATTACHMENT E**  
**AFFIRMATIVE ACTION AT NATIONAL INSTRUMENTS CORPORATION**

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

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

## Item 21



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 05, 2013

**Prepared By/Phone Number:** Bob Moore 854-9387

**Elected/Appointed Official/Dept. Head:** Commissioner Gerald Daugherty

**Commissioners Court Sponsor:** Commissioner Gerald Daugherty

*Gerald Daugherty*

**AGENDA LANGUAGE:** Consider and take appropriate action on the re-appointment of Tres Childress to the Emergency Services District #10 Board of Commissioners to serve immediately until December 31, 2014.

**BACKGROUND/SUMMARY OF REQUEST:**

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**ATTACHMENTS/EXHIBITS:**

**REQUIRED AUTHORIZATIONS:**

N/A

## Item 22



### Travis County Commissioners Court Agenda Request

*Gerald Daugherty*

**Meeting Date:** March 05, 2013

**Prepared By/Phone Number:** Bob Moore 854-9387

**Elected/Appointed Official/Dept. Head:** Commissioner Gerald Daugherty

**Commissioners Court Sponsor:** Commissioner Gerald Daugherty

**AGENDA LANGUAGE:** Consider and take appropriate action on the re-appointment of Todd Crickmer to the Emergency Services District #10 Board of Commissioners to serve immediately until December 31, 2014.

**BACKGROUND/SUMMARY OF REQUEST:**

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**ATTACHMENTS/EXHIBITS:**

**REQUIRED AUTHORIZATIONS:**

N/A

## Item 23



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 05, 2013

**Prepared By/Phone Number:** Bob Moore 854-9387

**Elected/Appointed Official/Dept. Head:** Commissioner Gerald Daugherty

**Commissioners Court Sponsor:** Commissioner Gerald Daugherty

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written in the upper right corner of the page.

**AGENDA LANGUAGE:** Consider and take appropriate action on the reappointment of John Jackson to the Emergency Services District #10 Board of Commissioners to serve immediately until December 31, 2014.

**BACKGROUND/SUMMARY OF REQUEST:**

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**ATTACHMENTS/EXHIBITS:**

**REQUIRED AUTHORIZATIONS:**

N/A

## Item 24



# Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, March 5, 2013  
**Prepared By/Phone Number:** Deece Eckstein, 854-9754  
**Elected/Appointed Official/Dept. Head:** Deece Eckstein, 854-9754  
**Commissioners Court Sponsor:** Judge Biscoe

### AGENDA LANGUAGE:

AT 11:00 A.M.:

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

- A. UPDATE ON LEGISLATIVE ACTIVITIES;
- B. "TRANSPARENCY" LEGISLATION;
- C. LEGISLATION RELATING TO CAPS ON STATE APPROPRIATIONS AND THEIR IMPACT ON COUNTIES;
- D. LEGISLATION RELATING TO APPRAISAL CAPS AND REVENUE CAPS, INCLUDING [HJR 58](#), [HB 428](#), [HJR 84](#), [HB 1338](#), [SJR 15](#), [SB 154](#), [SJR 9](#), [SB 95](#), [SJR 14](#), [SB 155](#), [SB 102](#), AND [SB 144](#); AND,
- E. ADDITIONS TO THE PRIORITIES, POLICY POSITIONS AND THE POSITIONS ON OTHER PROPOSALS SECTIONS OF THE TRAVIS COUNTY LEGISLATIVE AGENDA.

### SUMMARY AND IGR COORDINATOR RECOMMENDATION:

IGR recommends that the Court:

1. Adopt the draft resolution in opposition to appraisal cap and revenue cap legislation; and,
2. Modify the Travis County Legislative Agenda as proposed in the attached Motion in Writing.

### BACKGROUND:

1. March 5 marks the beginning of the ninth week of the legislative session. As of last Thursday, 3,026 bills and joint resolutions have been filed. Your IGR Office is tracking 712 of them and key County policy staffers have already provided 713 analyses through the ATLAS system. A spreadsheet detailing these figures is enclosed.

2. The Court's efforts to raise the visibility of the LIRAP and LIP diversions seem to be bearing fruit. Senator Judith Zaffirini and Representative Donna Howard have both filed riders with their respective budget committees to restore LIRAP and LIP funding. A copy of the proposed rider is attached. IGR is working with other members of the delegation to stress the importance of restoring funding for these programs.
3. This Friday, March 8, is the filing deadline. Much of the legislation on the Court's Priorities list has already been filed, and IGR is working to finalize sponsors and get the bills filed on the rest.

**ISSUES AND OPPORTUNITIES:**

4. Legislative leaders and some statewide elected officials have called for greater openness and transparency in government, particularly local government. Several bills have been filed in this regard. IGR wishes to brief the Court on the legislation and its implications for Travis County Government.
5. The Texas Constitution and statutes already limit the growth of state appropriations. This session, several bills and joint resolutions have been filed to change the constitutional and statutory formulas for calculating the spending cap in ways that would further limit the growth of state appropriations. IGR wishes to brief the Court on the legislation and its implications for Travis County Government.
6. As in past session, several bills and joint resolutions have been filed to lower the existing appraisal cap and revenue cap on local government spending. IGR wishes to brief the Court on the legislation and its implications for Travis County Government, and asks the Court to adopt a resolution in opposition thereto.
7. IGR recommends that the Court adopt the changes to the Travis County Legislative Agenda contained in the attached Motion in Writing.

**FISCAL IMPACT AND SOURCE OF FUNDING:** Not applicable.

**REQUIRED AUTHORIZATIONS:** None.

**NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:**

Tanya Acevedo, Project Management Division Manager  
Travis County Information Technology Services  
Phone: 854-8685  
Email: [Tanya.Acevedo@co.travis.tx.us](mailto:Tanya.Acevedo@co.travis.tx.us)

Daniel Bradford, Assistant County Attorney  
County Attorney's Office  
Phone: 854-3718  
Email: [Daniel.Bradford@co.travis.tx.us](mailto:Daniel.Bradford@co.travis.tx.us)

Leslie Browder, County Executive  
Planning and Budget Office  
Phone: 854-8679  
Email: [Leslie.Browder@co.travis.tx.us](mailto:Leslie.Browder@co.travis.tx.us)

David Escamilla  
County Attorney  
Phone: 854-9415  
Email: [David.Escamilla@co.travis.tx.us](mailto:David.Escamilla@co.travis.tx.us)

Sherri Fleming, County Executive  
Health and Human Services/Veterans Services  
Phone: 854-4101  
Email: [Sherri.Fleming@co.travis.tx.us](mailto:Sherri.Fleming@co.travis.tx.us)

Cyd Grimes  
Purchasing Agent  
Phone: 854-9700  
Email: [Cyd.Grimes@co.travis.tx.us](mailto:Cyd.Grimes@co.travis.tx.us)

John Hille, Transactions Division Director  
County Attorney's Office  
Phone: 854-9642  
Email: [John.Hille@co.travis.tx.us](mailto:John.Hille@co.travis.tx.us)



Danny Hobby, County Executive  
Emergency Services  
Phone: 854-4416  
Email: [Danny.Hobby@co.travis.tx.us](mailto:Danny.Hobby@co.travis.tx.us)

Roger Jefferies, County Executive  
Justice and Public Safety  
Phone: 854-4415  
Email: [Roger.Jefferies@co.travis.tx.us](mailto:Roger.Jefferies@co.travis.tx.us)

Gregg Knaupe  
Travis County Legislative Consultant  
Phone: 499-8826  
Email: [Gregg@KnaupeGR.com](mailto:Gregg@KnaupeGR.com)

Steven Manilla, County Executive  
Transportation and Natural Resources  
Phone: 854-9429  
Email: [Steven.Manilla@co.travis.tx.us](mailto:Steven.Manilla@co.travis.tx.us)

Nicki Riley  
Travis County Auditor  
Phone: 854-3227  
Email: [Nicki.Riley@co.travis.tx.us](mailto:Nicki.Riley@co.travis.tx.us)

Jessica Rio, Budget Director  
Planning and Budget Office  
Phone: 854-4455  
Email: [Jessica.Rio@co.travis.tx.us](mailto:Jessica.Rio@co.travis.tx.us)

Aerin-Renee Toussaint, Budget Analyst II  
Planning and Budget Office  
Phone: 854-1160  
Email: [Aerin.Toussaint@co.travis.tx.us](mailto:Aerin.Toussaint@co.travis.tx.us)

**ATTACHMENTS:**

- A. Bill Status Report, February 28, 2013.
- B. Proposed rider on LIRAP funding, February 25, 2013.

- C. Briefing memo on legislation related to transparency in local government budgeting and issuance of debt, February 28, 2013.
- D. Briefing memo on legislation related to limits on state appropriations, February 28, 2013.
- E. Briefing memo on legislation related to appraisal caps and revenue caps, February 15, 2013.
- F. Proposed Resolution in opposition to appraisal cap and revenue cap legislation, for consideration by the Commissioners Court, February 28, 2013.
- G. Motion in Writing regarding amendments to the Travis County Legislative Agenda, February 28, 2013.

Travis County IGR

Bill Status Report

83rd Texas Legislature

AS OF	WEEK	1	2	3	4	5	6	7	8	9	10
<b>THURSDAY</b>		10-Jan	17-Jan	24-Jan	31-Jan	7-Feb	14-Feb	21-Feb	28-Feb	7-Mar	14-Mar
	<b>HBs</b>	446	550	686	845	1,035	1,282	1,582	2,001		
	<b>HJR</b> s	39	43	44	51	58	63	72	83		
	<b>SB</b> s	149	162	209	268	386	528	669	906		
	<b>SJR</b> s	11	13	16	20	22	29	30	36		
<b>TOTAL</b>	<b>BILLS</b>	645	768	955	1,184	1,501	1,902	2,353	3,026		
<b>TRAVIS COUNTY</b>											
	<b>TRACKED</b>	167	281	305	368	474	551	636	712		
	<b>ANALYSES</b>	109	137	281	346	430	485	627	723		
	<b>SUPPORT</b>	0	0	0	0	0	0	0	0		
	<b>OPPOSE</b>	0	0	0	0	1	1	1	2		

AS OF	WEEK	11	12	13	14	15	16	17	18	19	20
<b>THURSDAY</b>		21-Mar	28-Mar	4-Apr	11-Apr	18-Apr	25-Apr	2-May	9-May	16-May	23-May
	<b>HB</b> s										
	<b>HJR</b> s										
	<b>SB</b> s										
	<b>SJR</b> s										
<b>TOTAL</b>	<b>BILLS</b>										
<b>TRAVIS COUNTY</b>											
	<b>TRACKED</b>										
	<b>ANALYSES</b>										
	<b>SUPPORT</b>										
	<b>OPPOSE</b>										

1. Increase total LIRAP and LIP Funding from \$6,250,000 to \$39,250,000 per year. Would need to increase the Clean Air Account No 151 total by \$33,000,000 per year in method of financing

	FY 2014	FY 2015
Clean Air Account No. 151	86,988,193	81,280,669

**26. Low-Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP).** Included in the amounts appropriated above out of the Clean Air Account No. 151 in Strategy A.1.1, Air Quality Assessment and Planning, is \$35,625,000 ~~\$5,625,000~~ in each fiscal year of the 2012-132014-15 biennium in estimated fee revenues from vehicle inspection and maintenance fees generated pursuant to Health and Safety Code, §§ 382.202 and 382.302, to fund the Low-income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP). Of the amounts, not more than \$40,375 in each fiscal year shall be used by the Texas Commission on Environmental Quality (TCEQ) for costs associated with administering the LIRAP as authorized in Health and Safety Code, § 382.202, and all remaining funds shall be used as LIRAP grants to local governments.

Also included in the amounts appropriated above in Strategy A.1.1, Air Quality Assessment and Planning, is \$3,625,000 in each fiscal year of the 2012-132014-15 biennium out of the Clean Air Account No. 151 to be used only for purposes authorized in Chapter 382 of the Health and Safety Code for county-implemented local initiatives projects to reduce air emissions, including but not limited to the following: the expansion of AirCheck Texas Repair and Replacement Assistance Program; development and implementation of remote emissions-sensing systems, the Texas Commission on Environmental Quality's (TCEQ) Smoking Vehicle program, and the enhancement of transportation system improvements; and coordination with local law enforcement to reduce counterfeit inspection stickers.

In addition to the amounts appropriated above, there is hereby appropriated to the TCEQ for the biennium beginning on September 1, 20142013 any additional revenues from vehicle inspection and maintenance fees generated from additional counties participating in the LIRAP beginning on or after September 1, 20112013. Such funds shall be used to provide grants to local governments and to cover administrative costs of the TCEQ in administering the LIRAP.

**Analysis of “Transparency” Bills (HB 14/SB 14 and HB 13/SB 13)**  
**83<sup>rd</sup> Texas Legislature, Regular Session**

With considerable fanfare, legislative leaders joined Comptroller Susan Combs on February 7 to announce the filing of four bills they said were “aimed at improving government transparency and empowering taxpayers to make informed decisions about taxes and public debt.”

As expected, none of the bills address transparency in state government. [House Bill 14](#) (by Jim Pitts, R-Waxahachie) and [Senate Bill 14](#) (by Tommy Williams, R-The Woodlands) affect local government budgeting and issuance of debt. [House Bill 13](#) (by Bill Callegari, R-Katy) and [Senate Bill 13](#) (by Robert Duncan, R-Lubbock) affect public pension systems. The four bills are the most visible of a series of bills that have been filed regarding transparency in local government debt.

**HB 14/SB 14 – Relevant Provisions<sup>1</sup>**

SECTION 4 (page 5, line 26 to page 6, line 11) requires the Comptroller to publish the sales and use and property tax rates of every political subdivision. The Comptroller will aggregate information already required to be posted by local assessor-collectors.<sup>2</sup>

SECTION 5 (page 6, line 12 to page 7, line 13) changes reporting requirements for the Attorney General regarding its review of the issuance of local debt.

SECTIONS 6 through 8 (page 7, line 14 to page 9, line 1) change the format of the annual report provided by the Bond Review Board to the Legislature.

SECTIONS 9 and 10 (page 9, lines 2-27) requires the Bond Finance Office to annually publish a local securities report and a local debt statistics report, the latter of which must be published online. Any issuer of local securities must provide requested information to the office.

SECTIONS 11 and 12 (page 10, line 1 to page 11, line 21) establishes new requirements for the ballot proposition for any issuance of bonds.

<sup>1</sup> In addition, SECTION 17 (page 17, line 27 through page 21, line 8) imposes new requirements upon special districts, including Central Health. Those requirements amount to asking the district to undergo a Sunset review process every three years.

<sup>2</sup> SECTION 19 of the bill requires all county assessor-collectors to maintain a website on which this information is posted. *See infra*.

SECTION 14 (page 12, line 22 to page 14, line 24) requires municipalities, counties, and other local government entities to publish extensive information on the entities' debt obligations in their annual financial reports.

SECTION 15 (page 14, line 25 to page 15, line 5) provides that a local government may not issue certificates of obligation to pay for something if, within the preceding three years, a bond election to pay for that thing has failed "except in a case of grave public necessity to meet an unusual and unforeseen condition."

SECTION 16 (page 15, line 6 to page 17, line 26) modifies the public notice requirements for local governments issuing certificates of obligation to require publication of extensive information about the issuer's debt condition.

SECTION 18 (page 21, line 9 to page 22, line 17) requires all assessor-collectors to maintain a website on which they provide information about the taxing rates of all the political subdivisions within their counties.

#### **Other "transparency" bills filed this session**

[HB 785](#) (by Davis, R-Houston) amends language in the Election Code which provides requirements from ballot propositions to issue bonds to also cover the issuance of "other debt." The bill does not define or otherwise limit what "other debt" is covered.

[HB 960](#) (by Sanford, R-McKinney) amends the Election Code to require a county's ballot proposition to issue bonds to include information about the county's debt and cash reserves.

[HB 1321](#) (by Murphy, R-Houston) contains the provisions of SECTIONS 11-12 and 16 of HB 14/SB 14, *cf. supra*.

[SB 636](#) (by Paxton, R-McKinney) contains the provisions of SECTIONS 5-7 and 9-10 of HB 14/SB 14, *cf. supra*.

[SB 637](#) (by Paxton, R-McKinney) expands the bond election requirements which currently apply to counties and municipalities to all "taxing units," and details certain requirements for the ballot language. It also requires that the proposition be made available online.

[SB 656](#) (by Paxton, R-McKinney) adds new requirements for adoption and publication of an annual budget by a county or municipality.

## Overview of Appropriations Caps Bills 83<sup>rd</sup> Texas Legislature, Regular Session

### Current constitutional and statutory limits on growth in state appropriations

The Texas Constitution and statutes already limit the growth of state appropriations.

[Article VIII, Sec. 22\(a\)](#), of the Texas Constitution provides:

In no biennium shall the rate of growth of appropriations from state tax revenues not dedicated by this constitution exceed the estimated rate of growth of the state's economy. The legislature shall provide by general law procedures to implement this subsection.

[Section 316.002](#) of the Government Code requires the Legislative Budget Board to determine the estimated rate of growth of the state's economy by “dividing the estimated Texas total personal income for the next biennium by the estimated Texas total personal income for the current biennium.” TEX. GOVT. CODE §316.002(b).

Note two key concepts which will appear frequently in the discussion below:

- a) the limit itself (“estimated rate of growth of the state's economy”); and
- b) it applies only to “state tax revenues not dedicated by this constitution,” i.e., either *general* revenue or *statutorily-dedicated* revenue.

### Caps on state appropriations growth

This session, several bills and joint resolutions have been filed to change the constitutional and statutory formulas for calculating the spending cap. Most of them address the spending limit calculation, the state tax revenues to which the limit is applied, or both.

[HJR 23/HB 88](#) by Callegari would change both the formula and the revenues to which it applies. It caps appropriations from all non-federal government revenue at the sum of the estimated rates of increase or decrease of population and inflation or deflation in this state in the prices of goods.

[HJR 49/HB 228](#) by Perry would cap all state appropriations at the lesser of either a) growth in personal income or b) the sum of population growth/decrease and monetary inflation in the state.

[HJR 65/HB 715](#) by Creighton would cap non-constitutionally dedicated revenues at the sum of population growth/decrease and monetary inflation in the state, and specifically require that if those calculations produce a negative number, the state budget must shrink accordingly.

[HJR 69/HB 783](#) by Sanford would cap appropriations from all non-federal government revenue at the sum of the estimated rates of increase or decrease of population and inflation or deflation in this state in the prices of goods, and further require that if those calculations produce a negative number, the state budget must shrink accordingly.

[HJR 70/HB 237](#) by Phil King would cap non-constitutionally dedicated revenues at the lesser of either a) growth in the state's economy or b) the sum of population growth and monetary inflation in the state.

[SJR 10/SB 101](#) by Dan Patrick would cap appropriations from all non-federal government revenue at the sum of the estimated rates of increase or decrease of population and inflation or deflation in this state in the prices of goods, and further require that, if any money remains in general revenue at the end of a biennium, the Comptroller must divert one-third of that amount to refund franchise taxes paid by businesses and two-thirds to a property tax relief fund to reduce school property taxes.

Also, Representative Donna Howard has filed legislation to clarify whether the Rainy Day Fund (created in the Constitution) is "constitutionally dedicated." [HJR 85](#) and [HB 652](#) by Howard would provide that, for purposes of calculating the appropriations cap, money appropriated from the Rainy Day Fund is "constitutionally dedicated" and therefore not included in the current cap formula.

### **Addressing diversions of dedicated state revenue**

Although dedicated revenue cannot be used for any other purpose, the legislature has allowed large unexpended balances to accrue in dedicated accounts in order to certify that the budget is balanced. As a result, dedicated revenues for state programs and local governments (e.g., LIRAP, 9-1-1 fees) are unavailable for those purposes. The bills below seek to promote transparency in budgeting and assure taxpayers that monies they are paying are being used for their intended purposes.

[HB 756](#) by Sarah Davis would require the State Comptroller to identify statutorily – dedicated revenues from state taxes and fees that were not spent for those purposes and develop a mechanism for refunding these funds to the appropriate entities.



[HB 1343](#) by Howard would charge the Legislative Budget Board to review “continually” all laws dedicating revenue to reduce state reliance on using dedicated revenue for certifying the budget.

[HJR 34](#) by Raymond would prohibit the legislature from spending (either constitutionally- or statutorily-) dedicated funds for any purpose other than their dedication – including, presumably, to certify the budget – unless the legislature repeals the dedication by a two-thirds vote of its members.

[SJR 23](#) by Estes would prohibit the Comptroller from using any dedicated revenue for certification of the budget except as that money is appropriated for the dedicated purposes, unless the Legislature by general law repeals the dedication.

[SJR 24](#) by Watson requires special revenue dedicated funds to be housed outside of the general fund, and to prevent any state revenue that is dedicated to a specific purpose from being diverted to any other place unless the statute that dedicates them is repealed. Requires the legislature to rededicate all special revenue currently held in dedicated accounts in the general fund to specific external funds, or be repealed, by January 1, 2020.

[SJR 26](#) by Estes is similar to SJR 23, and prohibiting the Comptroller from withholding any dedicated revenue for certification of the budget except as that money is appropriated for the dedicated purposes, unless the Legislature by general law repeals the dedication. However, SJR 26 also creates a transition that allows the Comptroller to ratchet down the withholding: 37.5% in FY 2015, 25% in FY 2016, and 12.5% in FY 2017.

**Analysis of Appraisal and Revenue Cap Bills**  
**83<sup>rd</sup> Texas Legislature, Regular Session**

**Appraisal Caps**

An appraisal cap is a limitation on the amount that residential (or, in some proposals, commercial and industrial) property appraisals can rise each year. The Texas Constitution (Art. VIII, Sec. 1) currently permits the Legislature to set an appraisal cap for residential homesteads of 10% each year, which it does in Section 23.23 of the TAX CODE.

***Constitutional Amendment and enabling Legislation to reduce the appraisal cap below the current 10%.***

Limit the maximum appraised value of a residence homestead for ad valorem tax purposes to **105% or more** of the appraised value:

- [HJR 58](#)  
[HB 428](#)

Author: Rep. Brandon Creighton

- [SJR 15](#)  
[SB 154](#)

Author: Senator Dan Patrick

Limit the maximum appraised value of a residence homestead for ad valorem tax purposes to **105% or less** of the appraised value of the property for the preceding tax year. Under Senator Nichols' proposal, the commissioners court of a county may call an election to ask voters to raise the appraisal cap in a given year above the level set by the Legislature, but in no case above 110%.

- [SJR 9](#)
- [SB 95](#)

Author: Senator Robert Nichols

***Constitutional Amendment and enabling Legislation to establish a 10% limitation on increases to the appraisal of commercial or industrial property.***

Establish a **10% limitation** on increases in the appraised value for ad valorem tax purposes of **commercial or industrial real property**:

- [SJR 14](#)
- [SB 155](#)

Author: Senator Dan Patrick

***Constitutional Amendment and enabling Legislation to establish a 5% limitation on increases to the appraisal of all real property.***

Establish a **5% limitation** on increases in the appraised value for ad valorem tax purposes of **all real property**:

- [HJR 84](#)
- [HB 1338](#)

Author: Representative Cecil Bell

**Revenue Caps**

*Under current law (TAX CODE §26.04), a proposed increase in the effective tax rate of more than 8% requires a governing body to hold a hearing and give notice of the proposal. After the tax rate has been increased, the public may call for a rollback election to decrease the tax rate by producing a petition with either a) 7% of registered voters if the tax increase amounts to at least \$5 million or b) 10% of registered voters if the tax increase amounts to less than \$5 million. After this petition is accepted by the governing body, they shall hold a rollback election to ratify the rollback rate.*

Reduces the current rollback rate from 8% to 5% and requires that, if a proposed effective tax rate increase exceeds the rollback rate, an election *must* be held to ratify the proposed effective tax rate. If ratification fails, the governmental entity may not increase the tax rate by more than 5%.

- [SB 102](#)

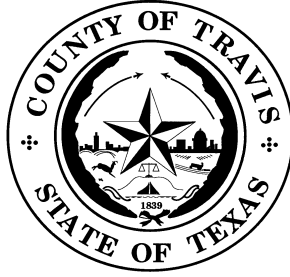
Author: Senator Dan Patrick

Reduces the current rollback rate from 8% to 5% and retains current language permitting citizens to call for a rollback election. However, it also permits a higher rate if either a) any part of the taxing unit is located in an area declared a disaster area by the governor or the president, or b) the governing body of the taxing entity makes a finding that the higher tax rate is necessary to protect the health, safety, or property of persons residing in the taxing unit.

- [SB 144](#)

Author: Senator Tommy Williams

# Resolution



WHEREAS, the 83<sup>rd</sup> Texas Legislature is considering measures to lower the appraisal cap on residential homesteads below the current ten percent (10%) per year, to expand the appraisal cap to other real property, or to lower the rollback rate below the current eight percent (8%), and thereby to reduce property tax revenues in counties across Texas; and,

WHEREAS, the Legislature has given counties the property tax as the main source of revenue for programs and services required by the Legislature, but funded and delivered locally by Texas counties, and,

WHEREAS, reducing the existing appraisal cap of 10% does not reduce property taxes, but simply shifts the burden from taxpayers whose properties are increasing in value to those whose properties are not; and,

WHEREAS, legislation that places arbitrary limitations on Texas counties' primary source of funding for mandated services such as transportation, public safety and the administration of justice will not measurably reduce the demand for, or cost of providing, those services; and,

WHEREAS, discussions about changing current property tax formulas for counties must include discussions on cost drivers and services, including the cuts that would be necessary should caps be adopted, in order to provide citizens with accurate and full disclosure about county revenue and expenditures; and,

WHEREAS, Travis County stands ready to assist the 83<sup>rd</sup> Texas Legislature in developing solutions that provide meaningful tax relief while leaving Texas counties with sufficient funding to carry out the directives of the State of Texas; now, therefore,

BE IT RESOLVED, that the TRAVIS COUNTY COMMISSIONERS COURT hereby expresses its opposition to legislation that lowers the current appraisal cap or imposes revenue caps without full public disclosure of the impact that legislation would have on county budgets and homeowners, and wishes to communicate its position to members of the Travis County delegation and to the entire Legislature.

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SAMUEL T. BISCOE  
COUNTY JUDGE

---

RON DAVIS  
COMMISSIONER, PCT. 1

---

SARAH ECKHARDT  
COMMISSIONER, PCT. 2

---

GERALD DAUGHERTY  
COMMISSIONER, PCT. 3

---

MARGARET J. GÓMEZ  
COMMISSIONER, PCT. 4

Travis County Commissioners Court  
Voting Session, March 5, 2013  
Motion in Writing

Move that the Travis County Commissioners Court adopt the following amendments to its **Legislative Agenda for the 83<sup>rd</sup> Texas Legislature**:

1. Add the following to the **Health & Human Services** subsection of the Policy Positions section:

Support legislation and budgeting decisions to include Texas in the Medicaid expansion program.

2. Add the following to the **Taxation, Revenues, Budget and Administration** subsection of the **Policy Positions** section:

Support legislation to allow Travis County to impose a filing fee of up to \$15 for all civil cases, with proceeds dedicated to helping pay for the construction, renovation, or improvement of the facilities that house the Travis County civil courts.

3. Add the following to the **Positions on Other Proposals** section:

Support legislation to give the Travis County Sheriff permissive authority to enforce certain federal laws and regulations regarding commercial motor vehicles.

4. Add the following to the **Priorities** section:

Support legislation to allow Travis County to impose a filing fee of up to \$15 for all civil cases, with proceeds dedicated to helping pay for the construction, renovation, or improvement of the facilities that house the Travis County civil courts. (TRBA-13)

Support legislation to give the Travis County Sheriff permissive authority to enforce certain federal laws and regulations regarding commercial motor vehicles. (POP-1)

## Item 25



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**Prepared By/Phone Number:** Cameron Van Noy – 854-9240

**Elected/Appointed Official/Dept. Head:** Nicki Riley, County Auditor

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

**AGENDA LANGUAGE:** Consider and take appropriate action on Management Representation Letter to be provided to Atchley & Associates, LLP regarding the fiscal year 2012 County-wide annual financial audit.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** A Management Representation Letter is required by accounting standards for each year's external financial statement audit. Once Commissioners Court approves of the language, hard copies will be provided.

**STAFF RECOMMENDATIONS:** N/A

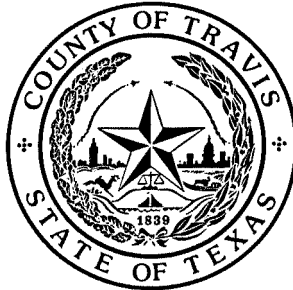
**ISSUES AND OPPORTUNITIES:** N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:** N/A

**REQUIRED AUTHORIZATIONS:** N/A

TRAVIS COUNTY  
AUDITOR'S OFFICE

NICKI RILEY, CPA  
COUNTY AUDITOR



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

---

To: Sam Biscoe, County Judge

From: Nicki Riley, County Auditor

Date: February 26, 2013

Re: Agenda Item - Management Representation Letter to Atchley & Associates, LLP

We are requesting an agenda item for the County's Management Representation Letter to be provided to Atchley & Associates, LLP regarding the fiscal year 2012 County-wide annual financial audit. We have previously distributed a draft of this letter to each member of the Commissioners' Court and asked for their comments by Thursday, February 28, 2013.

Therefore, at this time, we have not attached a copy of the letter, since it is still a draft. On Friday, March 1, 2013, after we have received final comments, we will forward to your office the required eight copies of the final letter plus two originals for signatures of each member of the Commissioners' Court. When the letters are signed, please have your office notify Jackie Casias at ext. 49133, and she will pick up the copy that needs to be sent to Atchley & Associates, LLP.

If you have any questions, please do not hesitate to contact me at ext. 43227.

## Item 26



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**Prepared By/Phone Number:** Peter Einhorn, 854-9229

**Department Head:** Leslie Browder – County Executive of Planning and Budget

**Commissioners Court Sponsor:** Sarah Eckhardt, Precinct 2

**AGENDA LANGUAGE:**

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE CREATION OF A TASK FORCE TO IDENTIFY WAYS IN WHICH TRAVIS COUNTY'S ECONOMIC DEVELOPMENT AND PROCUREMENT POLICIES CAN IMPROVE WORKING CONDITIONS AND WAGES FOR THE CONSTRUCTION WORK FORCE.**

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

None

**STAFF RECOMMENDATIONS:**

None

**ISSUES AND OPPORTUNITIES:**

**REQUIRED AUTHORIZATIONS:**

Commissioner Sarah Eckhardt



## Item 27



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**Prepared By/Phone Number:** Vicki Skinner/854-9522

**Elected/Appointed Official/Dept. Head:** Rosemary Lehmborg, District Attorney

**Commissioners Court Sponsor:** Judge Bischoe

*Vicki Skinner for Rosemary Lehmborg*

### **AGENDA LANGUAGE:**

Consider and take appropriate action on acceptance of a donation of \$10,000 from the Downtown Austin Alliance for the District Attorney's Office.

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

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

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

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

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

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

**STAFF RECOMMENDATIONS:**

The staff recommends approval.

**ISSUES AND OPPORTUNITIES:**

N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The \$10,000 donation from the Downtown Austin Alliance will be used to hire temporary staff.

**REQUIRED AUTHORIZATIONS:**

N/A

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



**Rosemary Lehmburg ★ Travis County District Attorney**

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

**M E M O R A N D U M**

**TO:** Travis County Judge and Commissioners

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

**DATE:** February 26, 2013

**SUBJECT:** Donation from Downtown Austin Alliance

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

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

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

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

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

## **Downtown Neighborhood District Attorney Initiative Travis County District Attorney's Office**

**Update  
August 30<sup>th</sup>, 2012**

*"Community prosecution focuses on targeted areas that involve a long-term, proactive partnership among the prosecutor's office, law enforcement, the community and public and private organizations, whereby the authority of the prosecutor's office is used to solve problems, improve public safety and enhance the quality of life."*

American Prosecutors Research Institute

### **History/Goals of the Downtown Neighborhood DA Initiative:**

The Travis County District Attorney's (TCDA) Downtown Neighborhood District Attorney Initiative (Downtown NDA) began in January 2002 with a Community Prosecution Leadership grant through the U.S. Department of Justice's Bureau of Justice Assistance. The goals of the project include to:

- Enhance the quality of life;
- Reduce crime;
- Enhance criminal justice processes;
- Partner with community stakeholders; and
- Enhance offender reentry processes in the downtown community.

The role of the Downtown NDA includes activities such as:

- developing opportunities to create partnerships with criminal justice and community stakeholders that will lead to enhancing the safety and quality of life downtown;
- providing assistance in development of effective investigative and search and arrest processes that lead to court-ready cases being filed;
- working with key stakeholders on development of strategies that impact safety and quality of life downtown; and
- serving as a link to trial courts to effectively communicate issues to prosecutors that impact the downtown community and leads to effective dispositions of cases.

Since 2003, the Downtown NDA program has been a public-private collaboration that includes funding from Travis County, City of Austin and the Downtown Austin Alliance. The donations from the Downtown Austin Alliance and the funding provided through an interlocal agreement with the City of Austin have allowed the District Attorney's Office to continue dedicating an Assistant District Attorney (ADA) to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the other responsibilities of the ADA position.

In February of 2010, Travis County Assistant District Attorney Jason English was assigned as the Downtown Neighborhood District Attorney. Other key TCDA staff that participate in various programs and initiatives connected to the Downtown NDA program include: John Neal (TCDA First Assistant District Attorney), Dayna Blazey (Director of TCDA Strategic Prosecution Division), Buddy Meyer (Director of TCDA Trial Bureau), Robert Smith (Director of TCDA Courts Division) and Darla Gay (TCDA Planning Manager for Community Justice Programs).

## **Downtown Crime Trends:**

The geographical area covered by the Downtown NDA is the Austin Police Department's Downtown Area Command. In January of 2011, the Austin Police Department readjusted/reorganized their police sector boundaries and the boundaries for the Downtown Area Command policing sector (George Sector) were changed. The new boundary lines are: **South**---Town Lake, **North**---12<sup>th</sup> Street (west of IH 35) and 11<sup>th</sup> Street (east of IH 35, **West**---Lamar Blvd, and **East**---Chicon). As of August 9, 2012, the Austin Police Department reported:

- **City-wide:**
  - Violent crime is down 3% from last year, and property crime is up 1%.
- **George Sector:**
  - Violent crime is up 13% from last year, and property crime is up 5%.

## **Downtown NDA Highlighted Initiatives FY2012 as of 08-30-12:**

During FY 2012, there were several key initiatives that were launched or continued within the Downtown NDA program, the most notable is the initiative for downtown:

### **Downtown Crime Initiative** (May 2011 - Aug. 2012)

**Goal:** To improve the quality of life, enjoyment and safety of residents, businesses and visitors to the downtown entertainment area by reduction of drug, violent and public disorder crimes by coordinated, enhanced enforcement, prosecution and communication between the Austin Police Department (APD), Travis County District Attorney's office (TCDA) and residents, businesses and visitors to the area.

#### **Activities:**

- Created program/screening criteria:
  - **Targeted Felony Offenses:** Over 60 felony offenses are included in a list of target cases including offenses related to Part I violent crimes and property crimes as well as Part II offenses including narcotic, prostitution, and weapons-related offenses. In addition the targeted offenses include resisting/evading arrest, retaliation as well as those dealing with tampering with evidence.
  - **Geographic Area of Offense:** **North**---10<sup>th</sup> Street, **South**---Cesar Chavez, **East**---Comal Street, and **West**--North Lamar to Comal Street
  - TCDA NDA will review offense reports referred to our office and make appropriate punishment recommendations on cases (and the NDA may adopt specific cases for personal prosecution).
  - Felony drug offenses to be included in special prosecution initiative will be reviewed by APD and the NDA and factors to be taken in consideration for

inclusion in the program include: prior arrest and criminal history, connection to drug dealing, occurrence on street in drug dealing area, quantity of drug, and whether the defendant is a known offender in downtown area.

- Held five planning meetings and with key stakeholders.
- Engaged partners in development of the program including: Austin Police Department, Crime Records Unit of Austin Police Department, Travis County DA's Trial Court Division and Records Division.
- Developed process for tracking cases within the DA's Office in order to monitor outcomes and assess dispositions.

### **Results/Impact (May 16<sup>th</sup>, 2011- August 21, 2012):**

- A total of 666 cases have been reviewed and 414 cases accepted for the program.
- 252 cases of the reviewed were rejected for the program with 60% of those cases not meeting criteria for inclusion and 25% for not being within the target area.
- 242 cases have been disposed as of August 21, 2012:
  - 20% resulted in a sentence to TDCJ-Prison and 27% to TDCJ-State Jail facility (47% to TDCJ total).
  - 23% resulted in a sentence to Community Supervision, with 12% sentenced to the County Jail and dismissing 12% either outright or pursuant to a plea bargain on another case.

### **News Articles Relating to Downtown District Attorney Initiative— Oct. 2011-August 2012:**

December 28<sup>th</sup>, 2011:

#### **New program targets repeat offenders downtown**

**With downtown becoming more residential, prosecutors, neighbors and police team up to reduce crime.**

[http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?cxtype=rss_ece_frontpage)

March 30<sup>th</sup>, 2012:

#### **East Austin neighborhoods want downtown-style safety measures**

[http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?cxtype=rss_ece_frontpage)

August 18<sup>th</sup>, 2012:

#### **Anti-drug program — successful in other cities — facing doubters in East Austin**

[http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?cxtype=rss_ece_frontpage)

July 12<sup>th</sup>, 2012:

#### **Working 'The Corner': Neighbors and officials plan one more effort to save the neighborhood around 12th and Chicon**

<http://www.austinchronicle.com/news/2012-07-13/working-the-corner/print/>

August 20<sup>th</sup>, 2012:

#### **WWGD?: APD and TCDA to Pursue Innovative Approach to Drug Enforcement in East Austin**

<http://gritsforbreakfast.blogspot.com/2012/08/wwgd-apd-and-tcda-to-pursue-innovative.html>

November 9<sup>th</sup>, 2011:

**Accused tire slasher gets 10 years in prison**

[http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?cxtype=rss_ece_frontpage)

**For additional information about the Travis County District Attorney's Office  
Downtown Neighborhood District Attorney Program:**

**Jason English**  
**[Jason.english@co.travis.tx.us](mailto:Jason.english@co.travis.tx.us)**  
**512-974-5257**



## Item 29

# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

**Prepared By:** Rose Farmer **Phone #:** 854-7214

**Division Director/Manager:** Jon White, NREQ

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action concerning which applications merit the start of acquisition negotiations under the Conservation Easement Bond Program of November 2011.

(EXECUTIVE SESSION PURSUANT TO GOV'T CODE 551.072 Real Estate)

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

Travis County initiated a program to conserve land through conservation easements with willing landowners. The first phase of this program will be implemented with \$8.3 million in bond funds approved by the voters for this purpose in November 2011. A portion of this total will be available each year through 2018 to complete conservation easement acquisitions.

Travis County Commissioners Court approved the Land Conservation Program Guidelines, Conservation Easement Application, and the Resolution to Conserve Natural and Cultural Resources on May 1, 2012. Staff have now completed our review and scoring of the first group of applications under the approved Guidelines. These applications were scored according to the Guidelines Selection Criteria which included items such as desired conservation purposes, uniqueness of the property, benefits to Travis County, cost effectiveness, degree of development threat, controlled public access allowed, etc.

### **STAFF RECOMMENDATIONS:**

There will be a general summary of the program in open Court followed by an Executive Session consultation with attorneys. Staff will brief the Court members on the merits of the applications submitted and will recommend the start of negotiations with several of the applicants that meet the Selection Criteria under the Guidelines.

### **ISSUES AND OPPORTUNITIES:**

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



**ATTACHMENTS/EXHIBITS:**

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	Division Director	TNR	854-7212
Charles Bergh	Division Director	TNR	854-9408
Anna Bowlin	Division Director	TNR	854-4659
Randy Nicholson	Division Director	TNR	

**CC:**

Greg Chico	Travis County	TNR	
Wendy Scaperotta	Travis County	TNR	
Robert Armistead	Travis County	TNR	
Mike Wallace	Travis County	TNR	

: :  
**0801 - NREQ -**

## Item 30



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 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 Norma Rangel. 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 31



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013, Executive Session

**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:** Judge Biscoe

Handwritten signature of Roger El Khoury in black ink, with the initials "RKB" written below it.

### **AGENDA LANGUAGE:**

Receive briefing and take appropriate action regarding a settlement offer related to damages to the 700 Lavaca Plaza (Exec Session Gov't Code Ann 551.071 & 551.072).

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

Facilities Management Department (FMD) in consultation with Tim Labadie, Assistant County Attorney, has been communication with ESIS, Inc. regarding settlement of damages at the 700 Lavaca Plaza. These damages resulted from problems with the drainage system under the plaza. FMD has received an offer to settle this claim from ESIS, Inc.

### **STAFF RECOMMENDATIONS:**

FMD recommends the Commissioners Court receive a briefing regarding this settlement offer and provide direction on how to proceed.

### **ISSUES AND OPPORTUNITIES:**

Facilities Management Department will discuss the details of the damages and the settlement offer during the presentation.

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

To be discussed.

### **REQUIRED AUTHORIZATIONS:**

Tim Labadie, Assistant County Attorney



## Item C3

# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 5, 2013

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

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

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, March 26, 2013 to receive comments regarding a plat for recording: Limon-Hidrogo Addition Resubdivision of Lot 1 (Resubdivision Final Plat - Two Lots - Hollow Hook - City of Austin ETJ) in Precinct One.

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

This resubdivision final plat consists of two single family lots on 16.05 acres. There are no public or private streets proposed with this final plat. Parkland fees in lieu of dedication have been paid to the City of Austin in the amount of \$532.00. Fiscal surety is not required for this short form plat. Water service to be provided by Austin Water Utility, and wastewater service to be provided by the on-site septic facilities.

### **STAFF RECOMMENDATIONS:**

As this resubdivision final plat meets all Single Office standards and is scheduled for approval at the City of Austin Zoning and Platting Commission meeting on March 5, 2013, Single Office staff recommends approval of the motion.

### **ISSUES AND OPPORTUNITIES:**

Notification of this resubdivision final plat's hearing at the City of Austin's Zoning and Platting Commission (ZAP) as well as Commissioners Court was mailed to all current owners of property and all registered neighborhood associations within 500 feet of the proposed subdivision. These addresses were obtained from the Travis Central Appraisal District current tax rolls. Single Office records show that all property owners that are required to be notified under Title 30 were notified. The Single Office has registered no interested parties for this application.

As part of the requirements for a plat resubdivision, a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the mailout or sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

- Precinct map
- Location map
- Existing final plat
- Proposed final plat

**REQUIRED AUTHORIZATIONS:**

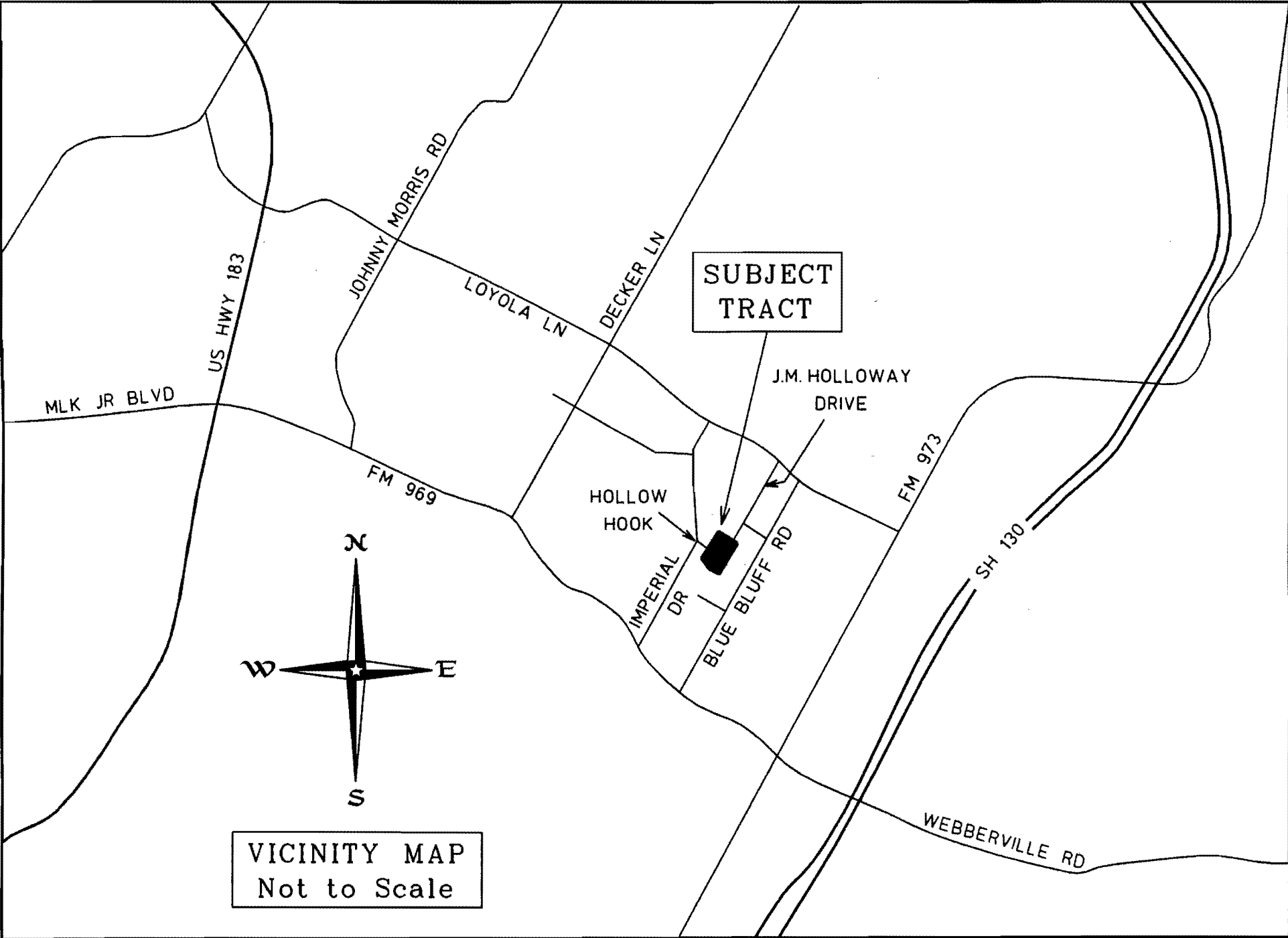
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


**SM:AB:mh**

**1101 - Development Services Long Range Planning - Limon-Hidrogo Addition  
Resubdivision of Lot 1**





SUBJECT TRACT

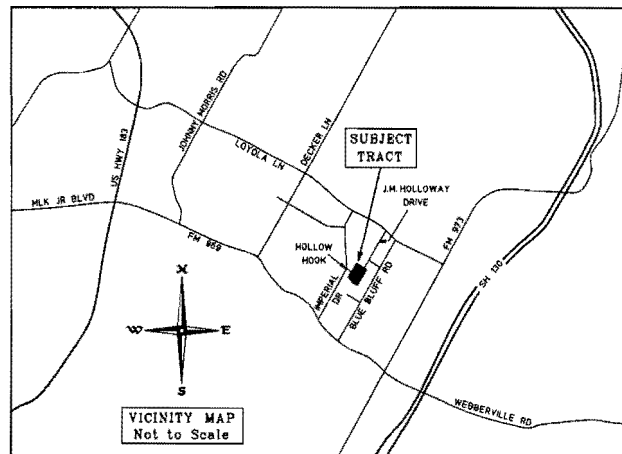
VICINITY MAP  
Not to Scale





*Proposed Plat*

**LIMON - HIDROGO  
ADDITION  
RESUBDIVISION OF  
LOT 1**



**CONSUMER PROTECTION NOTICE**

**FOR HOMEBUYERS**

IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.

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

THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENT RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

# LIMON - HIDROGO ADDITION RESUBDIVISION OF LOT 1

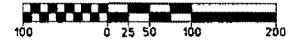
NOTE:  
Coordinates shown hereon are referenced to the State Plane Coordinate System  
NAD\_83 (4203 - Texas Central Zone) Combined Scale Factor: 0.999994713.  
All distances shown hereon are surface values.

PREPARED MAY 18, 2018

### LAND USE SUMMARY TABLE

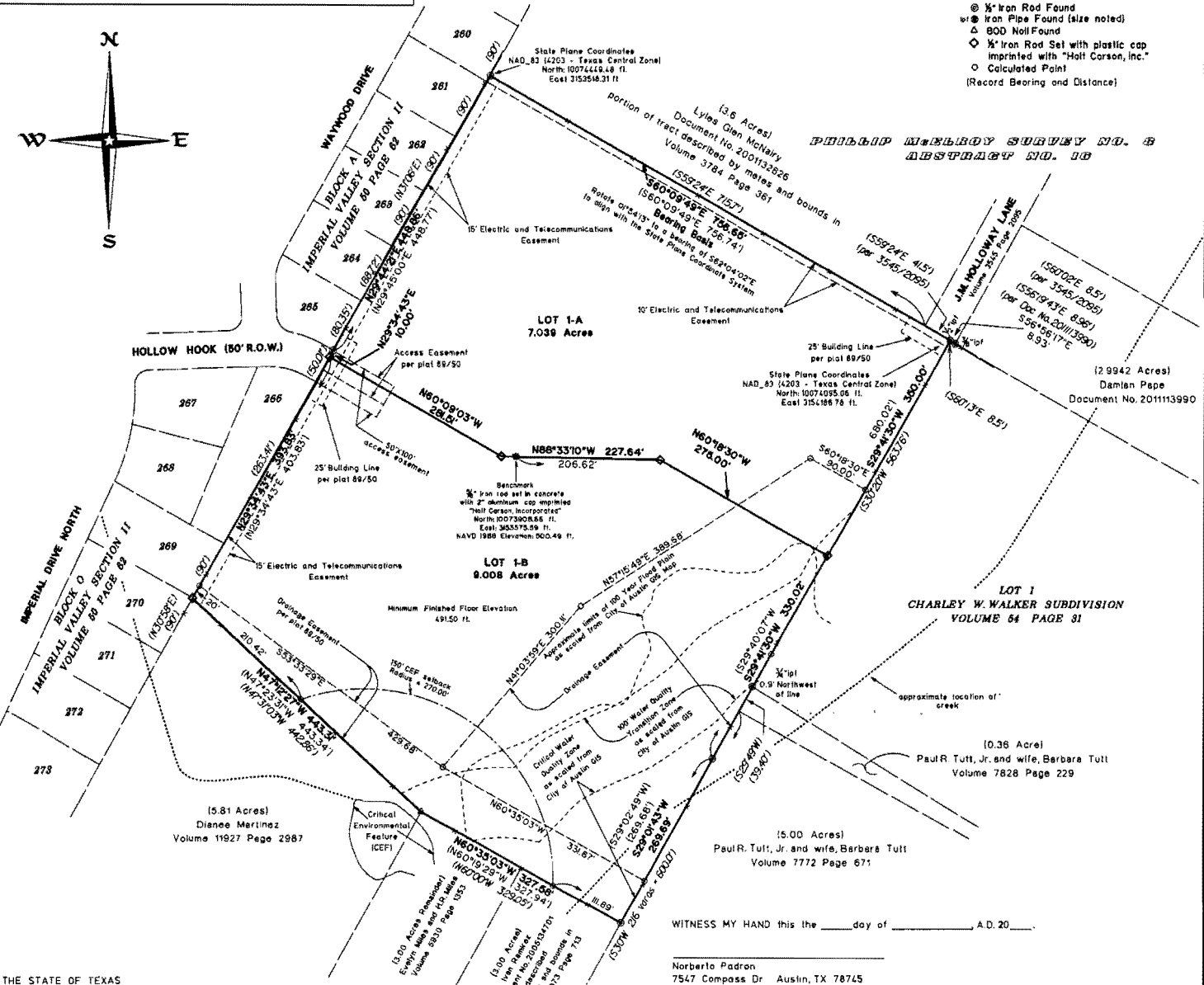
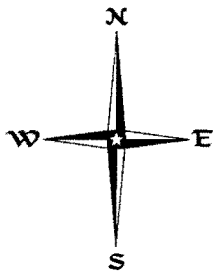
LOT 1A	7.039 Acres	Residential Use
LOT 1B	9.008 Acres	Residential Use
TOTAL AREA = 16.047 Acres		

SCALE: 1" = 100'



### Legend

- ⊙ 1/2" Iron Rod Found
- ⊙ Iron Pipe Found (size noted)
- ⊙ 80D Nail Found
- ⊙ 1/2" Iron Rod Set with plastic cap imprinted with "Holt Corson, Inc."
- Calculated Point (Record Bearing and Distance)



THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

That We, Regulo Bahena and Norberto Padron and wife, Martha Martinez Padron, owners of all that certain (16.047 Acres) tract of land, out of the Phillip McElroy Survey No. 8, Abstract No. 16, in Travis County, Texas, being all of Lot 1, Limon - Hidrogo Addition, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 89, Pages 50-51 of the Plat Records of Travis County, Texas, as conveyed to Regulo Bahena by virtue of Special Warranty Deed recorded in Document No. 2012084360 of the Official Public Records of Travis County, Texas and as conveyed to Norberto Padron and wife, Martha Martinez Padron by virtue of General Warranty Deed Recorded in Volume 13338, Page 3242 of the Real Property Records of Travis County, Texas, do hereby resubdivide said Lot 1 pursuant to Chapter 212 of the Texas Local Government Code, and in accordance with the attached plat to be known as

**LIMON - HIDROGO ADDITION RESUBDIVISION OF LOT 1**

subject to any easements and/or restrictions heretofore granted, and do hereby dedicate to the Public Use of the streets and easements shown hereon

WITNESS MY HAND this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_  
KNOW ALL MEN BY THESE PRESENTS:

Regulo Bahena  
5601 Imperial Drive Austin, TX 78724

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, did personally appear Regulo Bahena, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and considerations therein expressed

NOTARY PUBLIC \_\_\_\_\_  
Printed Name \_\_\_\_\_

Commission Expires \_\_\_\_\_

WITNESS MY HAND this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Norberto Padron  
7547 Compass Dr Austin, TX 78745

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, did personally appear Norberto Padron, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and considerations therein expressed

NOTARY PUBLIC \_\_\_\_\_  
Printed Name \_\_\_\_\_

Commission Expires \_\_\_\_\_

WITNESS MY HAND this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Martha Martinez Padron  
7547 Compass Dr Austin, TX 78745

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, did personally appear Martha Martinez Padron, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and she acknowledged before me that he executed the same for the purposes and considerations therein expressed

NOTARY PUBLIC \_\_\_\_\_  
Printed Name \_\_\_\_\_

Commission Expires \_\_\_\_\_

# LIMON - HIDROGO ADDITION RESUBDIVISION OF LOT 1

**NOTES:**

1. No lot in this subdivision shall be occupied until connected to an on-site sewage facility approved by Travis County's On-Site Waste Water Program
2. No lot shall be occupied until the structure is connected to the City of Austin water utility system and an approved on-site sewage facility.
3. The water utility system serving this subdivision must be in accordance with the City of Austin utility design criteria.
4. The Water utility plan must be reviewed and approved by the Austin Water Utility
5. All public water construction must be inspected by the City of Austin
6. The landowner must pay the City inspection fee with the utility construction.
7. A Travis County Site Development permit is required prior to any site development.
8. No buildings, fences, landscaping, or other obstructions are permitted in drainage easements except as approved by the City of Austin and Travis County.
9. All drainage easements on private property shall be maintained by the property owner or his assigns.
10. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by governmental authorities.
11. The owner of this subdivision, and his or her successors and assigns, assumes responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Austin. The owner understands and acknowledges that plot vacation or replatting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements
12. Prior to construction on any lot in this subdivision, a Site Development Permit must be obtained from the City of Austin.
13. All streets, drainage, sidewalks, erosion controls, and water lines are required to be constructed and installed to City of Austin Standards.
14. The owner/developer of this subdivision/lot shall provide the electric service provider with any easement and/or access required for the installation and ongoing maintenance of overhead and underground electric facilities within or along the perimeter of this subdivision/lot. These easements/access are required to provide electric service to the buildings and will not be located as to cause the site to be out of compliance with the City of Austin Land Development Code.
15. The owner shall be responsible for installation of temporary erosion control, revegetation and tree protection. In addition, the owner shall be responsible for any initial pruning and tree removal that is within ten feet of the center line of the proposed overhead electrical facilities designed to provide electric service to this project. The owner shall include the electric service provider's work within the limits of construction for this project.
16. All signs shall comply with the Austin Sign Ordinance.
17. By approving this plat, the City of Austin assumes no obligation to construct any infrastructure in connection with this subdivision. Any subdivision infrastructure required for the development of the site in this subdivision is the responsibility of the developer and/or the owners of the lots. Failure to construct any required infrastructure to City standards may be just cause for the City of deny applications for certain development permits including building permits, site plan approvals and/or certificates of occupancy
18. Erosion/sedimentation controls are required for all development, including single family and duplex construction pursuant to the City of Austin Land Development Code and the Environmental Criteria Manual.
19. For a minimum travel distance of 25 ft. from the roadway edge, driveway grades may exceed 14% only with specific approval of surface and geometric design proposals by the City of Austin.
20. The landowner is responsible for providing the subdivision infrastructure, including the water and wastewater utility improvements
21. The seller is required to provide the occupant of each lot, at the time of occupancy, a homeowner environmental education packet that has been approved by the Watershed Protection and Development Review Department. This packet shall include an Integrated Pest Management Plan (IPM) for pollution prevention and source control of pesticides and herbicides, and, a Public Education Program describing methods to reduce non-point source pollution.
22. Drainage plans shall be submitted to the City of Austin and Travis County for review prior to site development. Run-off shall be held to the amount existing at undeveloped status by ponding or other approved methods
23. Austin Energy has the right to prune and/or remove trees, shrubbery and other obstructions to the extent necessary to keep the easements clear. Austin Energy will perform all tree work in compliance with Chapter 25-8, Subchapter B of the City of Austin Land Development Code.
24. Water quality controls are required for all development with impervious cover in excess of 20% of the net site area, in accordance with the Land Development Code
25. All activities within the CEF buffer must comply with the City of Austin Land Development code. The natural vegetative cover shall be retained to the maximum extent practicable; construction is prohibited; and wastewater disposal or irrigation is prohibited.
26. Off-site water improvements, as described in the approved service extension request, are required to provide adequate fire flow to the subdivision unless alternate methods of fire protection are approved by the Travis County Fire Marshal.
27. Access from Lot 1-A to J.M. Holloway Lane is prohibited.
28. Lots 1-A and Lot 1-B are restricted to taking access to Hollow Hook.

THE STATE OF TEXAS \*  
THE COUNTY OF TRAVIS \*

I do hereby certify that the engineering work being submitted herein complies with all provisions of the Texas Engineering Practice Act, including Section 131.152(e). I hereby acknowledge that any misrepresentation regarding this certification constitutes a violation of the Act, and may result in criminal, civil and/or administrative penalties against me as authorized by the Act.

A portion of this subdivision lies within the boundaries of the 100-year flood plain of a waterway that is within the limits of study of the Federal Flood Administration FIRM panel 48453C 0490 H, dated September 26, 2008

*Kurt Prossner*  
Kurt Prossner, P.E. No. 50491 Prossner, Kurt A. 50491-2  
13377 Pond Springs Road Austin, Texas 78746-3343  
Date 2/1/13



THE STATE OF TEXAS \*  
THE COUNTY OF TRAVIS \*

I, Holt Carson, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat and subdivision is based upon an actual survey made on the ground, and is true and correct to the best of my knowledge.

*Holt Carson*  
Holt Carson  
Registered Professional Land Surveyor No. 5168  
HOLT CARSON, INC  
1904 Farview Road Austin, Texas 78704 (512) 442-0990  
Date 2-01-2013



**TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES**

1. No structure in this subdivision shall be occupied until connected to a public sewer system or a private on-site sewage disposal system which has been approved by the Travis County On-Site Wastewater Program
  2. No structure in this subdivision shall be occupied until connected to a potable water supply from an approved public water system.
  3. No on-site wastewater disposal system may be installed within 100 feet of a private water well nor may an on-site wastewater disposal system be installed within 150 feet of a public water well
  4. No construction may begin on any lot in this subdivision until plans for the private on-site sewage disposal system are submitted to and approved by the Travis County On-Site Wastewater Program
  5. All development on all lots in this subdivision must be in accordance with the minimum requirements of Texas Administrative Code Chapter 285 and Travis County Code Chapter 48.
  6. These restrictions are enforceable by the Travis County On-Site Wastewater Program
- Brandon Couch, D.R.* 2/6/13  
For Stacy Scheffel, D.R. Program Manager  
On-Site Wastewater Program  
Travis County - TNR  
Date

This subdivision is located in the 2 mile ETJ of the City of Austin  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

GREG GUERNSEY, DIRECTOR  
PLANNING AND DEVELOPMENT REVIEW

Accepted and authorized for record by the Zoning and Platting Commission of the City of Austin, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chairperson \_\_\_\_\_ Secretary \_\_\_\_\_

THE STATE OF TEXAS \*  
THE COUNTY OF TRAVIS \*

I, Dana DeBeauvoir, Clerk of the County Court of Travis County, Texas, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., the Commissioners' Court of Travis County, Texas, passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE OF THE County Court of said County, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.  
DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

By \_\_\_\_\_  
Deputy

THE STATE OF TEXAS \*  
THE COUNTY OF TRAVIS \*

I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., at \_\_\_\_\_ o'clock \_\_\_\_\_ M., duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., at \_\_\_\_\_ o'clock \_\_\_\_\_ M., of said said County and State in Document Number \_\_\_\_\_  
Official Public Records of Travis County.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

Dana Debeauvoir, County Clerk  
Travis County, Texas

In approving this plat, the Commissioners Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plat or any bridges or culverts in connection therewith. The building of all streets, roads, and other public thoroughfares shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares or in connection therewith, is the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas.

The Owner(s) of the subdivision shall construct the Subdivision's street and drainage improvements (the "Improvements") to County Standards in order for the County to accept the public improvements for maintenance or to release fiscal security posted to secure private improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the improvements. The Owner(s)' obligation to construct the improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public improvements have been accepted for maintenance by the County, or the private improvements have been constructed and are performing to County Standards.

The authorization of this plat by the Commissioners Court for filing or the subsequent acceptance for maintenance by Travis County, Texas, of roads and streets in the subdivision does not obligate the County to install street name signs or erect traffic control signs, such as speed limit, stop signs, and yield signs, which is considered to be part of the developer's construction.

## Item C4

### TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

**Agency Name:** TRAVIS CO. CONST. PCT. 3  
**Reporting Date:** 02/19/2013  
**TCLEOSE Agency Number:** 453103  
**Chief Administrator:** SALLY I. HERNANDEZ  
**Agency Contact Information:** Mailing Address:  
TRAVIS CO. CONST. PCT. 3  
8656-B HWY 71 W., STE. 130  
AUSTIN, TX 78735

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

TRAVIS CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the TRAVIS CO. CONST. PCT. 3 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the TRAVIS CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the TRAVIS CO. CONST. PCT. 3 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the TRAVIS CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the TRAVIS CO. CONST. PCT. 3's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
  - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: **SALLY I. HERNANDEZ**

Chief Administrator

TRAVIS CO. CONST. PCT. 3

Date: 02/19/2013

### **TRAVIS CO. CONST. PCT. 3 Motor Vehicle Racial Profiling Information**

#### **Number of motor vehicle stops:**

1. **645** citation only
2. **15** arrest only
3. **12** both
4. **672 Total** (4, 11, 14 and 17 must be equal)

#### **Race or Ethnicity:**

5. **54** African
6. **11** Asian
7. **301** Caucasian
8. **297** Hispanic
9. **7** Middle Eastern
10. **2** Native American
11. **672 Total** (lines 4, 11, 14 and 17 must be equal)

#### **Race or Ethnicity known prior to stop?**

12. **0** Yes
13. **672** No
14. **672 Total** (lines 4, 11, 14 and 17 must be equal)

#### **Search conducted?**

15. **25** Yes
16. **647** No
17. **672 Total** (lines 4, 11, 14 and 17 must be equal)

#### **Was search consented?**

18. **10** Yes
19. **15** No
20. **25 Total** (must equal line 15)