



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** March 26, 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 Davis, Precinct One

**AGENDA LANGUAGE:** 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:**

The property owner of Lot 1 wishes to revise the existing final plat by resubdividing the lot into 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 requirements and has been approved by 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**

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 was placed on the subject property on March 7, 2013, announcing the date, time, and location of the public hearing. Staff has received several phone calls as a result

of the sign posting, and all callers requested more information about the public hearing but had no objections.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

Precinct map  
Location map  
Existing final plat  
Proposed final plat  
Photo of Public Notice sign  
Affidavit of sign posting

**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**SM:AB:mh**

**1101 - Development Services - Limon-Hidrogo Addition Resubdivision of Lot 1 Final Plat**



## Item 2

# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 2013

**Prepared By:** Gayla Dembkowski **Phone #:** 854-7642

**Division Director/Manager:** Anna Bowlin, Division Manager 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:** Receive comments regarding two street name assignments for private easements to be known as "Aspen Highlands Drive" and "Willowmount Way", Precinct Three.

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

Receive comments regarding two street name assignments for private easements to be known as "Aspen Highlands Drive" and "Willowmount Way", Precinct Three.

### **STAFF RECOMMENDATIONS:**

The Homeowners Association (HOA) for Rob Roy Rim Condominiums has requested the Addressing Committee to assign street names for their two easements. "Willowmount Way" was assigned to the entrance by the HOA from the creation of the condominiums. None of the home owners get addresses on the entrance road. Letters were sent to all who have homes on the other easement and 15 chose "Aspen Highlands Drive", 1 for "Prospect Glades Drive" and 8 did not respond. Staff recommends the two private easements be named "Aspen Highlands Drive" for the condos and "Willowmount Way" for the entrance.

These street assignments do not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

### **ISSUES AND OPPORTUNITIES:**

These easements are not roads Travis County maintains.

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

None

### **ATTACHMENTS/EXHIBITS:**

Map

**REQUIRED AUTHORIZATIONS:**

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

**CC:**


: :

**1101 - Development Services Long Range Planning - Rob Roy Rim Condos**





## Item 3

# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 2013

**Prepared By:** Gayla Dembkowski **Phone #:** 854-7642

**Division Director/Manager:** Anna Bowlin, Division Manager 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:** Receive comments regarding a street name assignment for a private street to "Sweetwater Club Circle" in Precinct Three.

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

The Travis County Addressing Staff received a petition to name a private street to be known as "Sweetwater Club Circle".

### **STAFF RECOMMENDATIONS:**

Staff recommends naming the private street "Sweetwater Club Circle" in the new Sweetwater Section 1 Village A Replat. WS-COS Development owns all the lots and has petitioned to name the street "Sweetwater Club Circle", a name which has been cleared through 911 Addressing staff.

This street name assignment does not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

### **ISSUES AND OPPORTUNITIES:**

The street is not a road that Travis County maintains.

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

None.

### **ATTACHMENTS/EXHIBITS:**

Map-1

Petition

### **REQUIRED AUTHORIZATIONS:**

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


**CC:**


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:  
**0101 - Administrative -**

## Item 5



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 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:**

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

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

Please see proposed resolution attached.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of this resolution.

**ISSUES AND OPPORTUNITIES:**

Please see proposed resolution attached.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Approving this request will not increase the County Budget.

**REQUIRED AUTHORIZATIONS:**

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



# Travis County Commissioners Court



## Resolution

WHEREAS, on August 14, 1989, Yolanda Esteban launched an unselfish, sterling career through her faith in her God in service as an Intake Assistant then a Social Services Assistant and as a professional Caseworker in the Travis County Health and Human Services & Veterans Service; and

WHEREAS, with a last work day of March 29, 2013, Yolanda Esteban will have provided 23 years and 7 months of distinguished, exceptional leadership, dedication and remarkable service to Travis County residents and several Travis County Commissioners Courts; and

WHEREAS, Yolanda Esteban through her talents, skills, abilities and conviction to quality, ethical professionalism has earned the admiration and respect of her co-workers, supervisors and administrators by the way in which she has carried out her responsibilities; and has set the standard for availability and dependability in arriving punctually throughout her tenure; and

WHEREAS, Yolanda Esteban has practically singlehandedly served the Travis County Commissioners Court through its Resolution with the South Austin Assistance Ministry (SAAM) since its inception in December 21, 1999 through her March 29, 2013 retirement date, with hundreds of Travis County qualified residents receiving supplemental emergency rent, mortgage, utilities and prescription drugs; and

WHEREAS, with Yolanda's faith in God first, her fellowship with family, friends and foes of all races, faiths, and cultures, she has set the bar high that all co-workers of Travis County –past, present and future should strive to achieve which is that she is the hardest working, most organized individual in public service and Travis County Health and Human Services & Veterans Service will not be the same without her; and

WHEREAS, Yolanda Esteban values her husband, Alfredo Esteban; her family, faith and the legacy of her Hispanic/Latino heritage, her wisdom and passion has blessed countless co-workers and customers alike to push forward and do their best. She has set an example of being dedicated, truthful, and ethical which are inspiring to all.

WHEREAS, Yolanda's accomplishments are shared with the support from her parents, nine brothers and sisters, husband, her only daughter, five sons and many others relatives and friends that she has served with distinction in her professional career with Travis County. Mrs. Esteban has tirelessly benefitted numerous Travis County Commissioners Court members, Health and Human Services & Veterans Service, County Executives, Family Support Services Directors and Co-Workers throughout her 23 years 7 months of employment; and

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

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY EXTEND SINCERE APPRECIATION AND CONGRATULAIONS TO YOLANDA ESTEBAN FOR HER EXEMPLARY RECORD OF DEDICATED SERVICE TO TRAVIS COUNTY AND OUR BEST WISHES TO HER ON HER WELL-EARNED RETIREMENT

SIGNED AND ENTERED THIS 26<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





# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 2013

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

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Modification No. 10 to Interlocal Agreement 4400000370 (HTE Contract No. IL060254RE), University of Texas at Austin Ray Marshall Center, for Human Resources Study.

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

Travis County Health and Human Services & Veterans Services is requesting the FY2013 Renewal of the University of Texas at Austin's Ray Marshall Center Interlocal Agreement. The Ray Marshall Center offers independent evaluation of the benefits Travis County creates through its investments in workforce development. This evaluation provides valuable insight into the effectiveness and impact of these investments. County staff continues to use the findings of this evaluation to inform both new investments and make improvements in existing investments.

Modification No. 10 will renew the contract an additional term from January 1, 2013 through December 31, 2013. The not to exceed amount for this contract is \$78,400. This renewal was previously approved on the December 28, 2012 Court Agenda, Item No. 8 to prevent contract expiration, as the agreement not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and funding. The agreement is now finalized and is being presented to the Court for signature.

Modification No. 9 amended the Fiscal Year Limitations for the 2012 Renewal Term. There was no change to the not to exceed contract amount of \$43,400.

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

ID# 8300

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

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

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

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

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

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

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

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

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

- **Contract Expenditures:** Within the last 12 months \$43,400 has been spent against this contract.
- **Contract-Related Information:**
  - Award Amount: \$45,999
  - Contract Type: Interlocal Agreement
  - Contract Period: June 1, 2006 through December 31, 2006
- **Contract Modification Information:**
  - Modification Amount: \$78,400
  - Modification Type: Bilateral

ID# 8300

Modification Period: January 1, 2013 through December 31, 2013

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

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

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

**Funding Information:**

☒ Shopping Cart/Funds Reservation in SAP: FR # 300000536

☐ Funding Account(s):

☐ Comments:

ID# 8300

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

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

**DATE:** December 5, 2012

**TO:** Cyd Grimes, Travis County Purchasing Office

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

**SUBJECT:** Contract renewals

**Proposed Motions:**

Consider and take appropriate action to approve two TCHHSVS contract renewals that are currently being reviewed by the respective vendors and will not be returned in time to be posted on the final 2012 Commissioners Court agenda.

**Summary and Staff Recommendations:**

1) UT Ray Marshall Center  
Contract Number: 4400000370  
Contract Period: 1/1/13 – 12/31/13  
Contract Amount: \$78,400

**Contract Description:**

The 2013 contract will continue the work the Ray Marshall Center started in 2006. This work offers independent evaluation of the benefits Travis County creates through its investments in workforce development. This evaluation provides valuable insight into the effectiveness and impact of these investments. County staff continues to use the findings of this evaluation to inform both new investments and make improvements in existing investments.



**Contract Status:**

The 2013 contract has been drafted and sent to UT for review.

**2) ATCIC Main**

Contract Number: 4400000375

Contract Period: 1/1/13 – 12/31/13

Contract Amount: \$1,411,054

**Contract Description:**

Under this Interlocal, Austin Travis County Integral Care (ATCIC) is required to serve as the lead in assessment, planning, and evaluation functions relative to mental health, developmental disabilities, and substance abuse services in support of the Community Action Network process. (Substance abuse services are primarily funded through a separate interlocal contract between the City of Austin, ATCIC and the County referred to as the SAMSO contract.) ATCIC uses funding from the County, and the City of Austin under a separate agreement, to fulfill its obligations as the designated Mental Health and Developmental Disability Authority in Travis County. ATCIC also is responsible for the provision of certain mental health and developmental disability services, either as a direct provider or through subcontracts with other providers, for the priority populations defined by the Texas Department of State Health Services. The priority populations include adult diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and children with severe and persistent mental illness, including those with current or previous involvement in the criminal justice system.

**Contract Status:**

The 2013 contract has been drafted and sent to the ATCIC General Counsel for review.

TCHHSVS staff recommends approving these renewals.

**Budgetary and Fiscal Impact:**

This information is included with each contract listed above.

**Issues and Opportunities:**

The services provided by these contracts need to be continued while the renewals are being reviewed.

**Background:**

TCHHSVS is working to get these renewals back from the vendors as soon as possible.

Cc: Nicki Riley, Travis County Auditor  
Patti Smith, Chief Assistant County Auditor  
Mary Gerhardt, Assistant County Attorney  
Lèslie Browder, Executive Manager, Planning and Budget Office  
Diana Ramirez, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent

**Shannon Pleasant, Assistant Purchasing Agent, Travis County Purchasing  
Office**



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

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

**DATE:** December 5, 2012

**TO:** Cyd Grimes, Travis County Purchasing Office

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

**SUBJECT:** Contract renewals

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Diana Ramirez, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent

**Shannon Pleasant, Assistant Purchasing Agent, Travis County Purchasing  
Office**

MODIFICATION OF CONTRACT NUMBER: 4400000370 (IL060254RE) – Human Resources Study		Page 1 of 8
ISSUED BY: PURCHASING OFFICE 700 Lavaca, Suite 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Shannon Pleasant TEL. NO: (512) 854-1181 FAX NO: (512) 854-9185	DATE PREPARED:  March 6, 2013
ISSUED TO: The University of Texas at Austin Office of Sponsored Projects North Office Bldg. Suite 4.300 101 27 <sup>th</sup> Street Austin, Texas 78712	MODIFICATION NO.:  10	EXECUTED DATE OF ORIGINAL CONTRACT:  June 1, 2006
ORIGINAL CONTRACT TERM DATES: <u>June 1, 2006 - December 31, 2006</u> CURRENT CONTRACT TERM DATES: <u>January 1, 2013 - December 31, 2013</u>		
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: <u>\$45,999.00</u> Current Modified Amount: <u>\$78,400.00</u>		
<p><b>DESCRIPTION OF CHANGES:</b> 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>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 Interlocal Agreement is renewed for an additional twelve month period from January 1, 2013 through December 31, 2013</li> <li>2. Contract funds for this renewal period shall not exceed \$78,400.00</li> </ol>		
<p>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>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>The University of Texas at Austin</u> BY: <u>[Signature]</u> SIGNATURE BY: <u>David Hawkins</u> PRINT NAME TITLE: <u>Associate Director - OSP</u> ITS DULY AUTHORIZED AGENT		<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> OTHER DATE: March 7, 2013
TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT		DATE:
TRAVIS COUNTY, TEXAS BY: <u>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</u>		DATE:

**2013 RENEWAL AND AMENDMENT  
BETWEEN TRAVIS COUNTY AND  
THE UNIVERSITY OF TEXAS AT AUSTIN -  
RAY MARSHALL CENTER FOR THE STUDY OF HUMAN RESOURCES**

This Renewal and Amendment of Interlocal Agreement ("2013 Renewal") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and the University of Texas at Austin - Ray Marshall Center for the Study of Human Resources ("Contractor").

**RECITALS**

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

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

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

By written agreement pursuant to the terms of the Agreement, the Parties have previously amended and renewed the Agreement for additional terms, with the current term continuing through December 31, 2012.

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

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

**1.0 2013 RENEWAL TERM**

1.1 **2013 Renewal Term.** Pursuant to Section 2.2, "Renewal Term," the Parties hereby agree to renew the Agreement for an additional one-year term beginning January 1, 2013, and continuing through December 31, 2013 ("2013 Renewal Term").

1.2 **2013 Renewal Term Contractor Services.** In accordance with Section 11.1.1, "County's Satisfaction," during the 2013 Renewal Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, services and activities in accordance with the terms and conditions stated in this Agreement as renewed and amended in this 2013 Renewal.

**2.0 2013 RENEWAL TERM AGREEMENT FUNDS**

2.1 **Maximum Funds.** The Parties hereby agree to amend Section 13.1, "Maximum Funds," to show that the maximum funds provided by County for the 2013 Renewal Term under the terms of this 2013 Renewal will be an amount not to exceed the following:

**\$ 78,400.00**

**2.2 2013 Renewal Term Fiscal Year Limitations on Funding.**

2.2.1 The Parties agree to amend Section 13.1.2(a) by adding the following:

13.1.2(a)-13 During the 2013 Renewal Term, the fiscal year limitations under  
13.1.2(a) shall be:

(i) January 1, 2013 - September 30, 2013:

\$ 58,800.00 (75% of Agreement Funds Total)

(ii) October 1, 2013 - December 31, 2013

\$ 19,600.00 (25% of Agreement Funds Total)

for a TOTAL AGREEMENT AMOUNT: \$78,400.00

2.2.2 Fiscal Year Limitations on Funding. The Parties agree to amend Section 13.1.2 of the Contract ("Fiscal Year Provision") by adding the following:

13.1.2(b) Other provisions of Section 13.1, including any amendments to that Section 13.1, notwithstanding, it is understood and agreed that, if Contractor has Contract Funds remaining from the portion of the Contract Term in the first Fiscal Year of the Contract Term, such funding is available to Contractor for payment for authorized services provided in the portion of the Contract Term in the second Fiscal Year of Contract Term. Contractor is limited to spending no more than 75% of the total Contract Funds provided for any Contract Term during the time period on any calendar year beginning January 1 and ending September 30; any portion of that 75% not spent during that time period is available to Contractor for reimbursement of authorized Contract services during the time period beginning October 1 and ending December 31 of that same calendar year.

All other provisions of the Fiscal Year Provision not specifically changed herein shall remain in full force and effect.

All applicable provisions of the Agreement, as amended, shall be amended to reflect the amounts shown in the above Section 2.2 as to the 2013 Renewal Term. All provisions of Section 13.1.2(a) not related to the amounts will remain in full force and effect as to the 2013 Renewal Term.

### 3.0 ENTIRE AGREEMENT

3.1 Attachments. The Parties agree to amend the Agreement as to the 2013 Renewal Term by adding the "2013 Renewal Term Amended Work Statement, Performance Measures and Program Budget," attached to this 2013 Renewal as Exhibit 1 and hereby made a part of the Agreement, as amended, constituting promised performance by Contractor in accordance with all terms of the Agreement, as amended.

### 4.0 OTHER PROVISIONS

4.1 Insurance. The Parties agree that the requirements for insurance for the 2013 Renewal Term will continue as set forth in the Agreement, as amended. Contractor agrees to provide current documentation of such insurance as required under the Agreement.

4.2 Limitations. Unless otherwise specifically stated herein, the performance required under this 2013 Renewal is performable only during the 2013 Renewal Term, and performance requirements and payment shall not carry over from one Agreement term to another.

4.3 Update. Within thirty (30) days of execution of this 2013 Renewal, Contractor agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials and other information required under the Agreement, including , but not limited to, the following:



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

4.4 **Debarment, Suspension and Other Responsibility Matters.** Contractor, by signing this 2013 Renewal, hereby certifies and represents that, to the best of its knowledge and belief, it and its principles:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) have not within a three year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

4.5 **Certification and Representations.** By signing this 2013 Renewal, Contractor certifies and represents that all certifications and representations under the Agreement continue to be in full force and effect. Contractor also acknowledges and agrees that it has read all terms and provisions of the Agreement and understands and agrees that, to the extent not specifically changed by this 2013 Renewal, those terms and conditions remain in full force and effect for the 2013 Renewal Term.

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

## **5.0 INCORPORATION**

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

## **6.0 EFFECTIVE DATE**

6.1 This 2013 Renewal is effective January 1, 2013, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

**2013 RENEWAL TERM**  
**WORK STATEMENT, PERFORMANCE MEASURES AND BUDGET**

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

**I. PURPOSE**

**A. General Purpose.** Center will provide consulting and evaluation services under the terms of this Agreement to evaluate local investments in workforce development and/or other social service programs, including emergency assistance efforts.

**B. Approach.** In order to accomplish the Purpose of this Agreement, Center will work with Travis County staff to conduct an outcomes and impact evaluation of selected workforce development services funded by the County and/or to conduct an exploratory evaluation of other County-funded social service programs (both options discussed in sections II and III below). Given the time and funding constraints detailed below, it may not be feasible to conduct both the workforce and social services evaluations. Details for each evaluation option are provided below. Center staff will meet with County administrators to establish evaluation priorities in the first month of the contract.

**II. WORKFORCE SERVICES EVALUATION.** Travis County contracts for a wide range of workforce development services for residents, including GED preparation, short-term job search and skill development, and longer-term occupational training. The following providers will be included in the evaluation:

1. Austin Academy/Ascend Center for Learning
2. Austin Area Urban League (AAUL)
3. American YouthWorks (AYW)
4. Capital IDEA
5. Goodwill Industries of Central Texas – Ready to Work
6. Skillpoint Alliance – Gateway
7. BiGAUSTIN – Prison Entrepreneurship Program.
8. Workforce Solutions-Capital Area Workforce Board – REM Project

Evaluation activities which will be conducted by Center include the following:

**A. Key Evaluation Questions.** Key evaluation questions include:

- How effective is the program as measured by:
  - increased earnings,
  - employment retention,
  - reduced Unemployment Insurance (UI) payments, and
  - increased monetary eligibility for UI benefits?
- How do key participant outcomes compare to those for similar, nonparticipating individuals?
- Which services appear to be the most effective and why?
- What changes can be made to services/treatments to improve outcomes for participants?

**B. Outcome Evaluation:** Center will document program results in terms of the number of clients completing training, number placed in employment, quarterly earnings, and other outputs/outcomes that can be determined largely through linked administrative data.

**C. Impact Evaluation.** As feasible, Center evaluators will use a quasi-experimental design to match program clients with similar individuals receiving other workforce services available in the region. By comparing the employment outcomes and receipt of UI and public benefits between participants and non-participants, evaluators will estimate the impacts of program participation.

**D. Information.** Information for this evaluation of Travis County workforce development services providers will come from:

- Administrative database maintained by each provider
- The Texas Workforce Information System of Texas (TWIST)
- UI wage records
- UI claim records
- Other sources, such as TANF and Food Stamp records and/or National Student Clearinghouse records

**E. Other workforce services evaluation activities:**

- i. Center researchers also will explore the feasibility and cost of alternative approaches for measuring employment and earnings for self-employed individuals, including those in construction and truck driving.

**III. SOCIAL SERVICES EVALUATION.** Travis County invests in a wide range of social services, including emergency rent/mortgage assistance, emergency utility payments, a food pantry, and family support services. While the County contracts-out for most workforce development services, the majority of these social services are provided directly by County staff in County Community Centers. The evaluation of these other social services programs would proceed along two phases:

**A. Phase 1 January-April 2013:**— Data exploration and interviews with key program administrators and staff. This phase is essential to understanding the goals of the services, the outcomes expected, and the data collected. Center researchers would examine and work with department staff to clean the data and to identify any issues with consistency, completeness, accuracy, etc. Phase 1 work would identify programs with data to support further evaluation, as well as identify data collection issues and suggest solutions for improving data collection to support future evaluation efforts.

**B. Phase 2 April-December 2013:**— Initial outcomes evaluation based on findings from Phase 1.

Key questions for this research include:

- Are services being provided as planned?
- Who is being served?
- What are the participants' outcomes?
- What is the impact of participation on key measures of interest?

**IV. TASKS AND TIMELINES.** Tasks and applicable timelines are as follows:

**A. Selection.** Center will work with County administrators and leadership to establish priorities between the evaluation options outlined above, based on the information needs of County planners and officials.

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

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

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

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

**D. Draft Report.** Center will:

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

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

**F. Final Report.** Center will prepare and disseminate the final evaluation report incorporating comments as necessary and appropriate.

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

<u>Deliverable</u>	<u>Date</u>
Meeting with County Staff to Set Evaluation Priority	January 2013
Work Plan	March 2013
Preliminary Findings / Draft Report	October 2013
Final Evaluation Report	December 2013
Provider and Funder Briefing	December 2013

**VI. BUDGET****A. Direct Costs**

Salaries	\$50,958
Fringe Benefits	\$12,230
Direct Research Expenses*	\$ 3,246
Computer Expenses	\$ 1,740
<b>Total Direct Costs</b>	<b>\$68,174</b>

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

**B. Indirect Costs**

Indirect Costs @ 15% **\$10,226**

**AGREEMENT TOTAL:** **\$78,400**

**C. Payment Schedule**

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

<u>Deliverable</u>	<u>% of Total</u>	<u>Cost</u>	<u>Indirect Cost</u>
Work Plan	25%	\$17,043.50	\$2,556.50
Preliminary Findings / Draft report	25%	\$17,043.50	\$2,556.50
Final Evaluation Report	25%	\$17,043.50	\$2,556.50
Provider & Funder Briefing	25%	\$17,043.50	\$2,556.50
<b>TOTAL:</b>	<b>100%</b>	<b>\$68,174.00</b>	<b>\$10,226.00</b>



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 2013

**Prepared By/Phone Number:** Nancy Barchus, 854-9764

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: APPROVE CONTRACT AWARD FOR RESIDENTIAL ROOF REPAIR, IFB NO. B1301-010-NB TO THE LOW BIDDER, QA CONSTRUCTION SERVICES, INC.**

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

This contract requires the vendor to supply Residential Roof Repair Service and Materials to Travis County Health and Human Services and Veteran Services Department's Housing and Weatherization Services.

On February 6, 2013, IFB No. B1301-010-NB was issued through BidSync. Two (2) bids were received on March 4, 2013. The Purchasing Office concurs with the Travis County Health and Human Services and Veteran Service's recommendation to award a contract to the low bidder QA Construction Services, Inc.

Two vendors declining to bid explained that the volatile cost of fuel was a deterrent. They did not feel that they could commit to a yearly contract when the fuel prices were as volatile as the have been and continue to be.

- **Contract Expenditures:** Within the last 10 months \$36,828.54 has been spent against this requirement.
- **Contract-Related Information:**
  - Award Amount: N/A
  - Contract Type: Term
  - Contract Period: April 9, 2013 through April 8, 2014

➤ **Solicitation-Related Information:**

Solicitations Viewed: 39

Responses Received: 2

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

➤ **Funding Information:**

☐ SAP Shopping Cart #: N/A

☒ Funding Account(s): 1000010137

☒ Comments: Purchase Orders will be created on an as needed basis.



**Bid Tabulation Packet  
for  
Solicitation B1301-010NB**

**RESIDENTIAL ROOFING SERVICES**


**Bid designation: Public**





**Travis County**




**Bid #B1301-010NB - RESIDENTIAL ROOFING SERVICES**Creation Date **Jan 25, 2013**End Date **Mar 4, 2013 2:00:00 PM CST**Start Date **Feb 6, 2013 11:07:53 AM CST**Awarded Date **Not Yet Awarded**

<b>B1301-010NB--01-01 ROOF INSTALLATION AND DEMOLISH : COMPOSITE SHINGLES INSTALLED TO INCLUDE 15 POUND FELT</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$1.45	1 / square foot	\$1.45		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$2.20	1 / square foot	\$2.20	Y	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> two dollars and twenty cents <b>Total Amount Text:</b> two dollars and twenty cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 2200 MEMBER NRCA: MEMBER #407988			


<b>B1301-010NB--01-02 ROOF INSTALLATION AND DEMOLISH : SHINGLES REMOVAL, ALL MATERIALS, ONE LAYER</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$0.25	1 / square foot	\$0.25		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$0.35	1 / square foot	\$0.35		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> thirty five cents <b>Total Amount Text:</b> thirty five cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 350			


<b>B1301-010NB--01-03 ROOF INSTALLATION AND DEMOLISH : SHINLES REMOVAL FOR EACH ADDITIONAL LAYER</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$0.14	1 / square foot	\$0.14		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> FOURTEEN cents <b>Total Amount Text:</b> fourteen cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 140			
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$0.29	1 / square foot	\$0.29		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			


<b>B1301-010NB--01-04 ROOF INSTALLATION AND DEMOLISH : 90 POUND ROLLED ROOFING TO INCLUDE 15 POUND FELT</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$0.715	1 / square foot	\$0.715		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$1.22	1 / square foot	\$1.22		Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			




<b>Unit Amount Text:</b> one dollar and twenty two cents <b>Total Amount Text:</b> one dollar and twenty two cents <b>Agency Notes:</b>		<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 1220			
<u>valdez remodeling weatherization inc.</u>	Alt 1 - \$1.22	1 / square foot	\$1.22		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> ONE DOLLAR TWENTY TWO CENTS <b>Total Amount Text:</b> ONE DOLLAR TWENTY TWO CENTS <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 1000 NONE			

<b>B1301-010NB--01-05 ROOF INSTALLATION AND DEMOLISH : ROLLED ROOFING REMOVAL, ALL MATERIALS, ONE LAYER</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>QA Construction Services Inc.</u>	 First Offer - \$0.25	1 / square foot	\$0.25		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<u>valdez remodeling weatherization inc.</u>	First Offer - \$0.35	1 / square foot	\$0.35		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> thirty five cents <b>Total Amount Text:</b> thirty five cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 350			


<b>B1301-010NB--01-06 ROOF INSTALLATION AND DEMOLISH : ROLLED ROOFING REMOVAL, ALL MATERIALS FOR EACH ADDITIONAL LAYER</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>valdez remodeling weatherization inc.</u>	First Offer - \$0.14	1 / square foot	\$0.14		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> fourteen cents <b>Total Amount Text:</b> fourteen cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 140			
<u>QA Construction Services Inc.</u>	 First Offer - \$0.29	1 / square foot	\$0.29		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			


<b>B1301-010NB--01-07 ROOF INSTALLATION AND DEMOLISH : V-CRIMP METAL - INSTALLED</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>QA Construction Services Inc.</u>	 First Offer - \$1.725	1 / square foot	\$1.725		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<u>valdez remodeling weatherization inc.</u>	First Offer - \$4.95	1 / square foot	\$4.95		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> four dollars and seventy five cents <b>Total Amount Text:</b> four dollars and seventy five cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 4950			


<b>B1301-010NB--01-08 ROOF INSTALLATION AND DEMOLISH : CHANNEL LOCK METAL - INSTALLED</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>QA Construction Services Inc.</u>	 First Offer - \$1.725	1 / square foot	\$1.725		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<u>valdez remodeling weatherization inc.</u>	First Offer - \$4.25	1 / square foot	\$4.25		Y




<b>Product Code:</b>	<b>Supplier Product Code:</b>
<b>Unit Amount Text:</b> four dollars and twenty five cents	<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>
<b>Total Amount Text:</b> four dollars and twenty five cents	4025
<b>Agency Notes:</b>	


<b>B1301-010NB-01-09 ROOF INSTALLATION AND DEMOLISH : CORRUGATED METAL - INSTALLED</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">OA Construction Services Inc.</a>	 First Offer - \$1.825	1 / square foot	\$1.825		Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b>		<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<b>Total Amount Text:</b>					
<b>Agency Notes:</b>					
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$3.50	1 / square foot	\$3.50		Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b> three dollars and fifty cents		<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<b>Total Amount Text:</b> three dollars and fifty cents		3500			
<b>Agency Notes:</b>					


<b>B1301-010NB-01-10 ROOF INSTALLATION AND DEMOLISH : METAL (ALL TYPES) REMOVAL, ALL MATERIALS, ONE LAYER</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$0.55	1 / square foot	\$0.55		Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b> fifty five cents		<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<b>Total Amount Text:</b> fifty five cents		550			
<b>Agency Notes:</b>					
<a href="#">OA Construction Services Inc.</a>	 First Offer - \$0.65	1 / square foot	\$0.65		Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b>		<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<b>Total Amount Text:</b>					
<b>Agency Notes:</b>					


<b>B1301-010NB-01-11 ROOF INSTALLATION AND DEMOLISH : METAL (ALL TYPES) REMOVAL, ALL MATERIALS, FOR EACH ADDITIONAL LAYER</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$0.18	1 / square foot	\$0.18		Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b> eighteen cents		<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<b>Total Amount Text:</b> eighteen cents		180			
<b>Agency Notes:</b>					
<a href="#">OA Construction Services Inc.</a>	 First Offer - \$0.65	1 / square foot	\$0.65		Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b>		<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<b>Total Amount Text:</b>					
<b>Agency Notes:</b>					


<b>B1301-010NB-02-01 DECKING INSTALLATION AND DEMOLITION: DECKING INSTALLED, 7/16" OSB 4' X 8'</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">OA Construction Services Inc.</a>	 First Offer - \$0.985	1 / square foot	\$0.985		Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b>		<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<b>Total Amount Text:</b>					
<b>Agency Notes:</b>					
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$1.25	1 / square foot	\$1.25		Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Unit Amount Text:</b> one dollar and twenty five cents		<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<b>Total Amount Text:</b> one dollar and twenty five cents		1250			
<b>Agency Notes:</b>					



B1301-010NB--02-02 DECKING INSTALLATION AND DEMOLITION: DECKING 7/16", REMOVAL						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$0.345	1 / square foot	\$0.345		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>				
<a href="#">valdez remodeling weatherization inc</a>	First Offer - \$0.42	1 / square foot	\$0.42		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> forty two cents <b>Total Amount Text:</b> forty two cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 420				


B1301-010NB--02-03 DECKING INSTALLATION AND DEMOLITION: 30 LB. FELT						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<a href="#">valdez remodeling weatherization inc</a>	First Offer - \$0.28	1 / square foot	\$0.28		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> twenty eight cents <b>Total Amount Text:</b> twenty eight cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 280				
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$0.30	1 / square foot	\$0.30		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>				



B1301-010NB--02-04 DECKING INSTALLATION AND DEMOLITION: 2" X 8" PINE RAFTER OR FASCIA						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<a href="#">valdez remodeling weatherization inc</a>	First Offer - \$2.95	1 / linear foot	\$2.95		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> two dollars and ninety five cents <b>Total Amount Text:</b> two dollars and twenty five cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$6.50	1 / linear foot	\$6.50		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				


B1301-010NB--02-05 DECKING INSTALLATION AND DEMOLITION: 2"X 6" PINE RAFTER OR FASCIA						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<a href="#">valdez remodeling weatherization inc</a>	First Offer - \$1.90	1 / linear foot	\$1.90		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> one dollar and ninety cents <b>Total Amount Text:</b> one dollar and ninety cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$6.50	1 / linear foot	\$6.50		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				



B1301-010NB--02-06 DECKING INSTALLATION AND DEMOLITION: 2" X 4" PINE RAFTER OR FASCIA						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<a href="#">valdez remodeling weatherization inc</a>	First Offer - \$1.50	1 / linear foot	\$1.50		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> one dollar and fifty cents		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				





<b>Total Amount Text:</b> one dollar and fifty cents					
<b>Agency Notes:</b>					
<a href="#">QA Construction Services Inc.</a>		First Offer - \$6.00	1 / linear foot	\$6.00	Y
<b>Product Code:</b>			<b>Supplier Product Code:</b>		
<b>Unit Amount Text:</b>			<b>Supplier Notes:</b>		
<b>Total Amount Text:</b>					
<b>Agency Notes:</b>					

B1301-010NB--02-07 DECKING INSTALLATION AND DEMOLITION: 1" X 4" PINE DRIP CAP					
Supplier		Unit Price	Qty/Unit	Total Price	Attch. Docs
<a href="#">valdez remodeling weatherization inc.</a>		First Offer - \$1.45	1 / linear foot	\$1.45	Y
<b>Product Code:</b>			<b>Supplier Product Code:</b>		
<b>Unit Amount Text:</b> one dollar and forty five cents			<b>Supplier Notes:</b>		
<b>Total Amount Text:</b> one dollar and fifty five cents					
<b>Agency Notes:</b>					
<a href="#">QA Construction Services Inc.</a>		First Offer - \$4.25	1 / linear foot	\$4.25	Y
<b>Product Code:</b>			<b>Supplier Product Code:</b>		
<b>Unit Amount Text:</b>			<b>Supplier Notes:</b>		
<b>Total Amount Text:</b>					
<b>Agency Notes:</b>					

B1301-010NB--03-01 MISCELLANEOUS : 1 1/4" ROOFING NAILS					
Supplier		Unit Price	Qty/Unit	Total Price	Attch. Docs
<a href="#">QA Construction Services Inc.</a>		First Offer - \$1.25	1 / pound	\$1.25	Y
<b>Product Code:</b>			<b>Supplier Product Code:</b>		
<b>Unit Amount Text:</b>			<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>		
<b>Total Amount Text:</b>					
<b>Agency Notes:</b>					
<a href="#">valdez remodeling weatherization inc.</a>		First Offer - \$10.00	1 / pound	\$10.00	Y
<b>Product Code:</b>			<b>Supplier Product Code:</b>		
<b>Unit Amount Text:</b> ten dollars			<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>		
<b>Total Amount Text:</b> ten dollars			50		
<b>Agency Notes:</b>					


B1301-010NB--03-02 MISCELLANEOUS : 1" PLASTIC CAPS					
Supplier		Unit Price	Qty/Unit	Total Price	Attch. Docs
<a href="#">QA Construction Services Inc.</a>		First Offer - \$15.00	1 / pound	\$15.00	Y
<b>Product Code:</b>			<b>Supplier Product Code:</b>		
<b>Unit Amount Text:</b>			<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>		
<b>Total Amount Text:</b>					
<b>Agency Notes:</b>					
<a href="#">valdez remodeling weatherization inc.</a>		First Offer - \$21.00	1 / pound	\$21.00	Y
<b>Product Code:</b>			<b>Supplier Product Code:</b>		
<b>Unit Amount Text:</b> twenty one dollars			<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>		
<b>Total Amount Text:</b> twenty one dollars			84		
<b>Agency Notes:</b>					


B1301-010NB--03-03 MISCELLANEOUS : GALVANIZED DRIIP EDGE					
Supplier		Unit Price	Qty/Unit	Total Price	Attch. Docs
<a href="#">QA Construction Services Inc.</a>		First Offer - \$0.45	1 / linear foot	\$0.45	Y
<b>Product Code:</b>			<b>Supplier Product Code:</b>		
<b>Unit Amount Text:</b>			<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>		
<b>Total Amount Text:</b>					
<b>Agency Notes:</b>					
<a href="#">valdez remodeling weatherization inc.</a>		First Offer - \$1.50	1 / linear foot	\$1.50	Y
<b>Product Code:</b>			<b>Supplier Product Code:</b>		
<b>Unit Amount Text:</b> one dollar and fifty cents			<b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>		
<b>Total Amount Text:</b> one dollar and fifty cents			210		
<b>Agency Notes:</b>					





**Agency Notes:**

140 lf

<b>B1301-010NB--03-04 MISCELLANEOUS : GALVANIZED VALLEY FLASHING</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$0.65	1 / linear foot	\$0.65		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$3.50	1 / linear foot	\$3.50		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> three dollars and fifty cents <b>Total Amount Text:</b> three dollars and fifty cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 70 on two 10 lf valleys			

<b>B1301-010NB--03-05 MISCELLANEOUS : 4" VENT PIPE FLASHING BOOT</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$20.00	1 / each	\$20.00		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$35.00	1 / each	\$35.00		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> thirty five dollars <b>Total Amount Text:</b> thirty five dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 70 two			

<b>B1301-010NB--03-06 MISCELLANEOUS : 3" VENT PIPE FLASHING BOOT</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$19.00	1 / each	\$19.00		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$30.00	1 / each	\$30.00		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> thirty dollars <b>Total Amount Text:</b> thirty dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 60			

<b>B1301-010NB--03-07 MISCELLANEOUS : 2" VENT PIPE FLASHING BOOT</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">QA Construction Services Inc.</a>	 First Offer - \$18.00	1 / each	\$18.00		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b>			
<a href="#">valdez remodeling weatherization inc.</a>	First Offer - \$25.00	1 / each	\$25.00		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> twenty five dollars <b>Total Amount Text:</b> twenty five dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes: Total Cost for a 1000 Sq. Ft. Roof:</b> 50			

**Supplier Totals**[QA Construction Services Inc.](#)

\$109.05 (25/25 Items)



Bid Contact	<b>Kevin Carlson</b> <b>Ph 512-637-6182</b> <b>Fax 512-928-5722</b>	Address	<b>5000 Burleson Rd</b> <b>Austin, TX 78744</b>
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<b><u>valdez remodeling weatherization inc</u></b>		<b>\$153.58 (25/25 items)</b>	
Bid Contact	<b>Josle Valdez</b> <b><u>jvaldez18@austin.rr.com</u></b> <b>Ph 512-926-5700</b> <b>Fax 512-929-7807</b>	Address	<b>3700 B Munson St</b> <b>Austin, TX 78721</b>
Qualifications	<b>CISV DBE HUB MBE TX WBE</b>		
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	

**Award Total**

\$109.05 (Does not apply to percentage or no price items.)

\*\*



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

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

**MEMORANDUM**

**DATE:** March 11, 2013

**TO:** Cyd V. Grimes, C.P.M.  
Travis County Purchasing Agent

**THROUGH** Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and & Veterans Service

**FROM:** Lance Pearson, Travis County Housing Services Manager

**SUBJECT:** Recommendation for award of Residential Roofing Services, IFB B1301-010NB

Housing Services has reviewed the (IFB) Invitation for Bid B1301-010NB, Residential Roofing Services and recommends contract be awarded to the low bidder, QA Construction Services, Inc.

The requested information is listed below:

**Account Numbers:**

- General Fund Cost Center 1580330001
- DOE
- LIHEAP

**Product Code -**

The employees who will be involved with the procurement are Lance Pearson, Housing Manager, Jeffory Barland, Purchasing Assistant; David Notario, Home Repair Supervisor, Terry Harrell, Home Repair Supervisor, and Rick Lucas Technical Supervisor. Please feel free to contact me at 854-7260 should you require any additional information.

**XC:** Michelle Small, Housing Services  
Nancy Barchus, Purchaser, Travis County Purchasing Office  
Deborah Britton, Community Services Division Director  
Kendra Tolliver, Finance



## Item 8



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 29, 2013

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

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Consider and take appropriate action on license agreement between Travis County Emergency Services District (ESD) No. 12 and Travis County for Manor Emergency Medical Services (EMS) post location to provide placement of a County EMS ambulance at fire station 1201.

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

Travis County ESD No. 12 provides first responder emergency services within the City of Manor and the surrounding area. Travis County, through a cooperative interlocal with the City of Austin, currently provides emergency medical ground transport services for the same geographic area.

An agreement between ESD No. 12 and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-23 at Fire Station 1201, the ESD's Fowler-Garmon Central Station 1201 at 405 West Parsons St. in Manor.

The Travis County Emergency Services (TCES) recommendation is to approve the license agreement with ESD No. 12 for the Manor EMS posting. Doing so will allow for collocating the Medic-23 ambulance and crew at Fire Station 1201.

The Travis County ESD No. 12 Board of Commissioners granted authority to execute this license agreement on March 12, 2013.

➤ **Contract-Related Information:**

Award Amount: 7,900.00

Contract Type: Interlocal Agreement

Contract Period: March 27, 2013 – September 30, 2013

➤ **Funding Information:**

☐ SAP Shopping Cart #: N/A

☐ Funding Account(s): 1590080001/511630

☐ Comments: Fund Reservation No. 300000529



## EMERGENCY SERVICES

**DANNY HOBBY, EXECUTIVE MANAGER**

P.O. Box 1748, AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786

*Emergency Management  
Pete Baldwin, Emergency Mgmt.  
Coordinator*

*Fire Marshal  
Hershel Lee*

To: Travis County Commissioners Court

Via: Cyd Grimes, Purchasing Agent

From: Danny Hobby, County Executive for Emergency Services

Date: March 13, 2013

Subject: License Agreement with ESD-12 for Manor EMS Posting at Fire Station 1201

*Chief Medical Examiner  
Dr. David Dolinak*

*STAR Flight  
Casey Ping, Program Manager*

*Technology & Communications*

### **Proposed Motion:**

*CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT BETWEEN TRAVIS COUNTY ESD NO. 12 AND TRAVIS COUNTY FOR MANOR EMS POST LOCATION TO PROVIDE PLACEMENT OF A COUNTY EMS AMBULANCE AT FIRE STATION 1201. (TCES, EMS)*

### **Summary & Staff Recommendation:**

Travis County ESD No. 12 provides first responder emergency services within the City of Manor and the surrounding area. Travis County, through a cooperative interlocal with the City of Austin, currently provides emergency medical ground transport services for the same geographic area.

An agreement between ESD No. 12 and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-23 at Fire Station 1201, the ESD's Fowler-Garmon Central Station 1201 at 405 West Parsons St. in Manor.

The Travis County Emergency Services ("TCES") recommendation is to approve the license agreement with ESD No. 12 for the Manor EMS posting. Doing so will allow for collocating the Medic-23 ambulance and crew at Fire Station 1201.

The Travis County ESD No. 12 Board of Commissioners granted authority to execute this license agreement on March 12, 2013. Three signed originals will be forwarded to Purchasing when these become available from ESD No. 12 later this week.

It is requested that Purchasing sponsor this item on the March 26<sup>th</sup> Commissioners Court voting session agenda (or before) as a purchasing item.

**Budgetary Impact:**

The necessary funding of \$7,900 for Travis County to compensate ESD No. 12 for year-one of this license agreement is in the FY13 EMS budget overseen by TCES – 1590080001, 511630.

Please see attached FR 300000529.

**Attachment(s):**

License Agreement between Travis County ESD No. 12 and Travis County for Manor EMS Post Location

Travis County SAP Funds Reservation Document 300000529

**Cc:**

Audit –	Kapp Schwebke, Patti Smith
Legal –	Barbara Wilson
PBO –	Alan Miller
Purchasing –	Bonnie Floyd, C.W. Bruner, Marvin Brice
TCES –	Christine Lego, Toby Fariss (TF)

**LICENSE AGREEMENT  
BETWEEN TRAVIS COUNTY ESD NO. 12 AND TRAVIS COUNTY  
FOR MANOR EMS POST LOCATION**

Eight Pages

Three originals signed by Board President to be forwarded to Purchasing when they become available from ESD-12.

Estimated delivery date: March 15, 2013

# Funds Reservation 300000529

<b>General Data</b>			
Document type	FC	Document type	030
Company code	1000	Document date	03/12/2013
FM area	1000	Posting date	03/12/2013
Controlling area	1000	Currency	USD/ 1.00000
<b>Statistics</b>			
Entered by	FARISST	Created on	03/12/2013
Last changed by		Last changed	
<b>More Data</b>			
Text	FY13 Lic Agreement w/ ESD12 for Manor EMS Post Loc		
Reference			
Overall Amount	7,900.00 USD		

<b>Document item 001</b>			
Text	FY13 ESD12 EMS (M23) Posting in Manor		
Commitment item	511630	Funds center	1590080001
Fund	0001	G/L account	511630
Cost center	1590080001	Due on	
Vendor		Customer	
Amount	7,900.00 USD		

**LICENSE AGREEMENT  
BETWEEN TRAVIS COUNTY ESD NO. 12 AND TRAVIS COUNTY  
FOR MANOR EMS POST LOCATION**

This License Agreement (this "License Agreement") is entered into by the following parties:

Travis County, Texas, a political subdivision of the State of Texas ("County"), and

Travis County Emergency Services District No. 12, a political subdivision of Texas, operating under TEX. HEALTH & SAFETY CODE ANN., Ch. 775, ("ESD").

**RECITALS**

ESD provides emergency services within the City of Manor and the surrounding area.

County and ESD want to improve the EMS Response Time by placing an EMS Unit from the Austin/Travis County Emergency Medical Services System within the City of Manor.

ESD has offered to allow County to use Manor EMS Post Location for compensation for use and maintenance of Travis County ESD No. 12 Fowler-Garmon Central Station 1201 ("Fire Station 1201").

It will serve a public purpose and benefit the citizens of Travis County if ESD allows County to place an EMS Unit at Manor EMS Post Location.

**AGREEMENT**

**NOW, THEREFORE**, ESD and County agree as follows:

**1.0 GRANT AND SCOPE OF LICENSE.**

1.1. Subject to the terms and conditions of this License Agreement, ESD grants a license for County to enter and use Manor EMS Post Location to provide emergency services for the consideration stated in this License Agreement.

1.2. County may not use Manor EMS Post Location for any other purpose without the prior, express written consent of ESD.

**2.0 TERM OF LICENSE.**

2.1. The initial term shall commence on March 27, 2013, effective upon signature of both parties and terminates on September 30, 2013.

2.2. The License Agreement shall automatically renew on October 1, 2013 for an additional term of one year, unless either the ESD or the County give to the other party hereto 120 days advance written notice of termination.

2.3 After September 30, 2014, the License Agreement may automatically renew each October 1 for an additional term of one year if ESD and County mutually agree on the compensation for the next renewal term, unless either the ESD or the County give 120 days advance written notice of termination or unless the License Agreement is terminated pursuant to section 3.5.

2.4 If mutually agreeable, this License Agreement may be renewed after October 1, 2015.

### 3.0 COMPENSATION.

3.1. Before any funds are payable, ESD shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and certification completed in compliance with the Internal Revenue Code, its rules and regulations.

3.2 Within 15 days after the beginning of the initial term and each renewal term, ESD shall submit an invoice with at least the following information

- 3.2.1 ESD's name, address, and telephone number,
- 3.2.2 identification of charges outlined in this License Agreement; and
- 3.2.3 if applicable, quantity or quantities, applicable unit prices, total prices, and total amount to:

County Executive of Emergency Services  
Travis County  
P. O. Box 1748  
Austin, Texas 78767

3.3 After execution of this License Agreement by both parties and compliance with 3.1, County shall pay ESD SEVEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$7,900.00) for the initial term of this License Agreement from March 27, 2013, until September 30, 2013, within 30 days after submission of an invoice in compliance with 3.2.

3.4 County shall pay ESD TEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$10,800.00) for the first renewal term of this License Agreement from October 1, 2013, until September 30, 2014 within 30 days after submission of an invoice in compliance with 3.2.

3.5 ESD and County shall confer no later than March 30<sup>th</sup> before the end of each subsequent term about the effectiveness and appropriateness of the placement of an EMS Unit at Manor EMS Post Location and the appropriate level of compensation and services, both of which may increase or decrease for both parties.

3.5.1 If there is no change to the compensation and neither party has terminated this License Agreement, the License Agreement shall automatically renew for one additional year with the same compensation as the preceding year.

3.5.2 If ESD is seeking an increase to its compensation, ESD shall notify County in writing no later than March 30<sup>th</sup> of the amount of the ESD's requested increase for use and maintenance of Fire Station 1201.

3.5.2.1 If ESD's requested increase does not exceed 5% of the compensation for the term preceding the increase and County does not object to the amount of the ESD's requested increase or terminate the License Agreement at least 120 days before the end of the current term, the License Agreement shall automatically renew and the adjustment to the compensation shall become effective on the first day of the next renewal term if the County Executive for Emergency Services and the Board President sign a letter confirming the



amount of the compensation for that renewal term and provide copies of the letter to the Travis County Purchasing Office for filing.

3.5.2.2 If ESD's requested increase does not exceed 5% of the compensation for the term preceding the increase and County objects to the increase, ESD and County may negotiate toward an acceptable resolution. If an acceptable resolution is obtained and neither party terminates the License Agreement at least 120 days before the end of the current term, the License Agreement shall automatically renew and the negotiated adjustment to the compensation shall become effective on the first day of the next renewal term if the County Executive for Emergency Services and the Board President sign a letter confirming the amount of the compensation for that renewal term and provide copies of the letter to the Travis County Purchasing Office for filing.

3.5.2.3 If ESD's requested increase exceeds 5% of the compensation for the term preceding the increase, ESD and County may negotiate toward an acceptable resolution. If an acceptable resolution in which the increase exceeds 5% of the compensation for the term preceding the increase is obtained and neither party terminates the License Agreement at least 120 days before the end of the current term, ESD and County shall amend the License Agreement with the approval of their governing bodies to renew the License Agreement for one year for the newly negotiated compensation which shall become effective on the first day of the renewal term. If an acceptable resolution in which the increase does not exceed 5% of the compensation for the term preceding the increase is obtained, then the procedure in 3.5.2.2 applies.

3.5.2.4 If an acceptable resolution is not obtained, the License Agreement shall terminate at the end of the current term.

#### 4.0 COUNTY OBLIGATIONS.

4.1. On or around April 1, 2013, County shall place a full-time EMS Unit at the Manor EMS Post Location and keep it in a good, workmanlike, clean, and orderly manner. County warrants that

4.1.1 the EMS Unit employees are knowledgeable in the work they will perform,

4.1.2 its employees and agents have been trained to follow all applicable laws, rules and regulations, and

4.1.3 it will use the Manor EMS Post Location in accordance with sound public safety and environmental practices.

4.2. County shall pay or cause to be paid the cost of any and all supplies, materials, services, or equipment used in the operation of the EMS Unit placed at the Manor EMS Post Location, including the procurement and installation of some EMS communications equipment. County may be providing such items as furniture, cabinets, refrigerator, a desktop computer with monitor, television, and other equipment for the Manor EMS Post Location, if County and ESD determine jointly that it would be beneficial and appropriate. County shall maintain and keep in good order, condition, and repair all furniture and equipment, if it provides any, at the Manor EMS Post Location.

4.3 County shall use its best efforts to maintain co-operation and respect for the separate functions, activities, schedules, and operations of the ESD and the EMS Unit at this location by directing EMS employees, visitors, and volunteers not to interfere with or otherwise disrupt ESD activities and operations at Fire Station 1201, and advising them of any improvements that must be implemented by them to maintain

appropriate cooperation and respect. Any in-house disagreement or access issue between ESD and staff on the EMS Unit will be managed between shift officers and district commanders at the station, post, or district level to find consensus resolution. If the parties are not able to reach a consensus resolution, the disagreement or access issue will be forwarded to the ESD Assistant Chief, the County Executive of Emergency Services, and the A/TCEMS Chief of Staff for final resolution.

4.4 As between County and ESD, County bears the risk of loss and damages for which the EMS Unit, either vehicle or staff are responsible and which result from incidents or accidents involving the EMS Unit, either vehicle or staff.

## 5.0 ESD'S OBLIGATIONS.

5.1. ESD shall provide indoor facilities to house and accommodate two EMS crewmembers and their equipment. ESD shall pay or cause to be paid when due any and all associated charges for the Manor EMS Post Location, including the cost of electricity, telephone, internet service, internet connection, cable television, gas, heating, air conditioning, ventilation, garbage collection, water and wastewater, as well as the procurement and installation by April 1, 2013, of the following:

- 5.1.1 a separate telephone line dedicated for EMS use; and
- 5.1.2 a metal carport adequately sized to shade the parking of a standard A/TCEMS ambulance.

A 110-volt AC shoreline for supplemental electrical power of the parked ambulance, a wheel hump and wheel stop set for ambulance parking as well as other materials or services may be provided by the City of Austin or Travis County.

5.2. ESD shall pay or cause to be paid when due any and all lawful claims required to be paid by ESD or levied against Fire Station 1201.

5.3. ESD shall maintain and keep in good order, condition and repair the roof, foundation, walls, floor, plumbing, HVAC system, electrical system, and all other structural components of buildings, including the vehicle bays; covered metal carport for ambulance parking; all fixtures; sidewalks; driveways; other parking areas; fences; signs; and all other interior and exterior areas of Fire Station 1201.

5.4 ESD shall use its best efforts to maintain co-operation and respect for the separate functions, activities, schedules, and operations of the ESD and the EMS Unit at this location by directing its employees, visitors, and volunteers not to interfere with or otherwise disrupt the EMS Unit's activities and operations at Fire Station 1201, and advising them of any improvements that must be implemented by them to maintain appropriate cooperation and respect. Any in-house disagreement or access issue between ESD and staff on the EMS Unit will be managed between shift officers and district commanders at the station, district, or post level to find consensus resolution. If the parties are not able to reach a consensus resolution, the disagreement or access issue will be forwarded to the ESD Assistant Chief, the County Executive of Emergency Services, and the A/TCEMS Chief of Staff for final resolution.

5.5 ESD bears the risk of loss and damages for which the ESD vehicles or staff are responsible and which result from incidents or accidents involving the ESD vehicles or staff.

## 6.0 TERMINATION.

6.1. ESD may revoke the license granted to County in this License Agreement and this License

Agreement shall automatically and immediately terminate if

6.1.1 County materially breaches this License Agreement and County has failed to remedy the breach after notice and opportunity to remedy and cure as provided in 6.2 below or

6.1.2 County abandons the use of all or a significant part of the Manor EMS Post Location licensed to County.

6.2. If County fails for any reason to comply with this License Agreement, ESD shall give County written notice of the non-compliance. This written notice shall be given in the manner provided in Section 12 of this License Agreement. County has ten (10) days from receipt of the notice to provide assurances satisfactory to ESD that County will take action to cure the failure complained of. If County does not so respond, or if County responds but thereafter fails to satisfactorily remedy and cure the failure within thirty (30) days of the notice, ESD may terminate this License Agreement.

6.3 County may terminate this License Agreement if ESD County materially breaches this License Agreement and ESD has failed to remedy the breach after notice and opportunity to remedy and cure as provided in 6.4 below

6.4 If ESD fails for any reason to comply with this License Agreement, County may give ESD written notice of the non-compliance. This written notice shall be given in the manner provided in Section 12 of this License Agreement. ESD has ten (10) days from receipt of the notice to provide assurances satisfactory to County that ESD will take action to cure the failure complained of. If ESD does not so respond, or if ESD responds but thereafter fails to satisfactorily remedy and cure the failure within thirty (30) days of the notice, County may terminate this License Agreement.

6.5. Upon either expiration or termination of the license granted by this License Agreement, County shall remove the EMS Unit and cease use of the Manor EMS Post Location for any emergency services immediately. County shall leave the Manor EMS Post Location in broom-clean condition.

#### 7.0. WARRANTIES.

ESD disclaims any and all express or implied representations and warranties concerning the physical condition or suitability for any purpose of the Manor EMS Post Location and County accepts Fire Station 1201 "AS IS," "WHERE IS."

#### 8.0 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 County related to this License Agreement, County shall give written notice to ESD 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 Section 13 of this License Agreement. Except as otherwise directed, County shall furnish to ESD copies of all pertinent papers received by County with respect to these claims or actions.

#### 9.0 NON-ASSIGNMENT OF RIGHTS.

County shall not assign or transfer any interest in either this License Agreement or any portion of the Manor

EMS Post Location licensed to County, nor shall any assignment by operation of law be effective, without the prior written consent of ESD approved by the Board of Emergency Services Commissioners of ESD. County acknowledges that ESD owns all buildings, structures, permanent improvements, and fixtures at the Manor EMS Post Location, and County shall not have any right to remove, mortgage, pledge, assign, or otherwise convey any interest in any such buildings, structures, permanent improvements, and fixtures. ESD acknowledges and agrees that County currently provides emergency medical services through its contracted service provider, City of Austin, Texas, and hereby allows the use of the Manor EMS Post Location by the City of Austin.

#### 10.0 VENUE AND CHOICE OF LAW.

THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS LICENSE AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

#### 11.0 ENTIRETY OF AGREEMENT.

This License Agreement represents the final written agreement between the parties with respect to the subject matter herein and supersedes any and all prior negotiations, representations, or agreements, either oral or written. This License Agreement may be amended only by written instrument signed by both ESD and County.

#### 12.0 AMENDMENTS AND WAIVER.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF ESD OR COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS LICENSE AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE RESPECTIVE GOVERNING BODIES OF ESD OR COUNTY. No waiver by any party of any provision of this License Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

#### 13.0 NOTICE.

Any notices or other communications required or permitted to be given under this License Agreement by either party shall be in writing and deemed to be given when sent if delivered by hand, or within three (3) days if mailed by first class mail, certified with postage prepaid and return receipt requested. Notices shall be made or addressed as follows:

If to County:                    Danny Hobby (or successor)  
                                        Travis County Executive of Emergency Services  
                                        P.O. Box 1748  
                                        Austin, Texas 78767

with copy to:                    Cyd Grimes, (or successor)  
                                        Travis County Purchasing Agent  
                                        P.O. Box 1748  
                                        Austin, Texas 78767

If to ESD:                        Jesse Arellano, Board President (or successor)  
                                        Travis County Emergency Services District No. 12

405 West Parsons Street  
Manor, Texas 78653

with copy to: Ken Campbell  
BURNS ANDERSON JURY & BRENNER, LLP  
P. O. 26300  
Austin, Texas 78755

These addresses for notice may be changed by either County or ESD by delivering notice in compliance with this section to the other party.

#### 14.0 SEVERABILITY.

If any of the provisions of this License Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### 15.0 HEADINGS.

Any heading in this License Agreement shall be deemed to be for convenience of reference only and shall not limit, amend or modify substantive text.

#### 16.0 MEDIATION.

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

#### 17.0 DEFINITIONS

17.1. EMS Response Time. "EMS Response Time" means the interval between the time when the EMS call is received by the EMS Communications Center designated by County and the time when the first EMS Response and Transport Resource arrives on the scene of the EMS call, or reports its arrival to the EMS Communications Center, whichever is later.

17.2 EMS Unit. "EMS Unit" means a named functional group of staff, licensed transport vehicles, and equipment that is assigned to provide ground EMS services, including patient transport services, to a specific geographic area as its primary service area in which the human resources, transport vehicles and equipment are interchangeable with other units and which may provide services outside its primary service area to promote the most efficient, effective use of all EMS System resources in providing EMS throughout the system 24 hours a day, 7 days a week.

17.3. Manor EMS Post Location. "Manor EMS Post Location" means Travis County ESD No. 12 Fowler-Garmon Central Station 1201 ("Fire Station 1201") at 405 West Parsons Street, Manor, Texas, 78653.

17.4 Board President. “Board President” means the President of the Board of Emergency Services Commissioners for Travis County Emergency Services District No. 12.

**TRAVIS COUNTY**

**TRAVIS COUNTY EMERGENCY  
SERVICES DISTRICT NO. 12**

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

By: \_\_\_\_\_  
Jesse Arellano  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT





## Item 9

# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 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 Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on 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 requirements and has been approved by the City of Austin Zoning and Platting Commission meeting on March 5, 2013, Single Office staff recommends approval of the resubdivision final plat.

### **ISSUES AND OPPORTUNITIES:**

#### **Notification**

Notification of this resubdivision final plat's hearing at the City of Austin's Zoning and Platting Commission (ZAP) as well as Commissioners Court was mailed to all current owners of property and all registered neighborhood associations within 500 feet of the proposed subdivision. These addresses were obtained from the Travis Central Appraisal District current tax rolls. Single Office records show that all property owners that are required to be notified under Title 30 were notified. The Single Office has registered no interested parties for this application.

As part of the requirements for a plat resubdivision, a notice of public hearing sign was placed on the subject property on March 7, 2013, announcing the date, time, and location of the public hearing. Staff has received one phone call as a result of the sign posting, and the caller requested more information about the public hearing but had no objections.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

Precinct map

Location map

Existing final plat

Proposed final plat

Photo of Public Notice sign

Affidavit of sign posting

**REQUIRED AUTHORIZATIONS:**

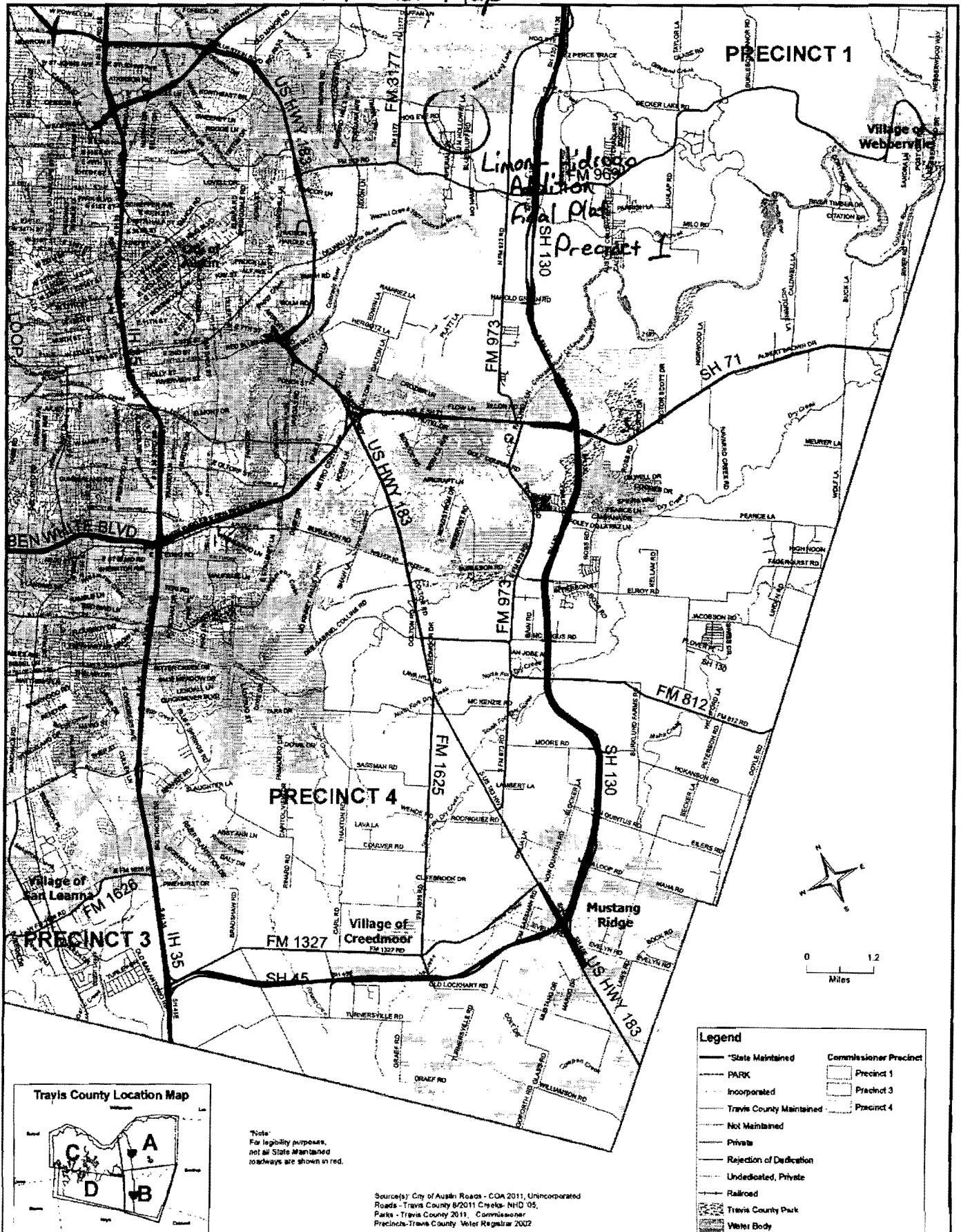
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**

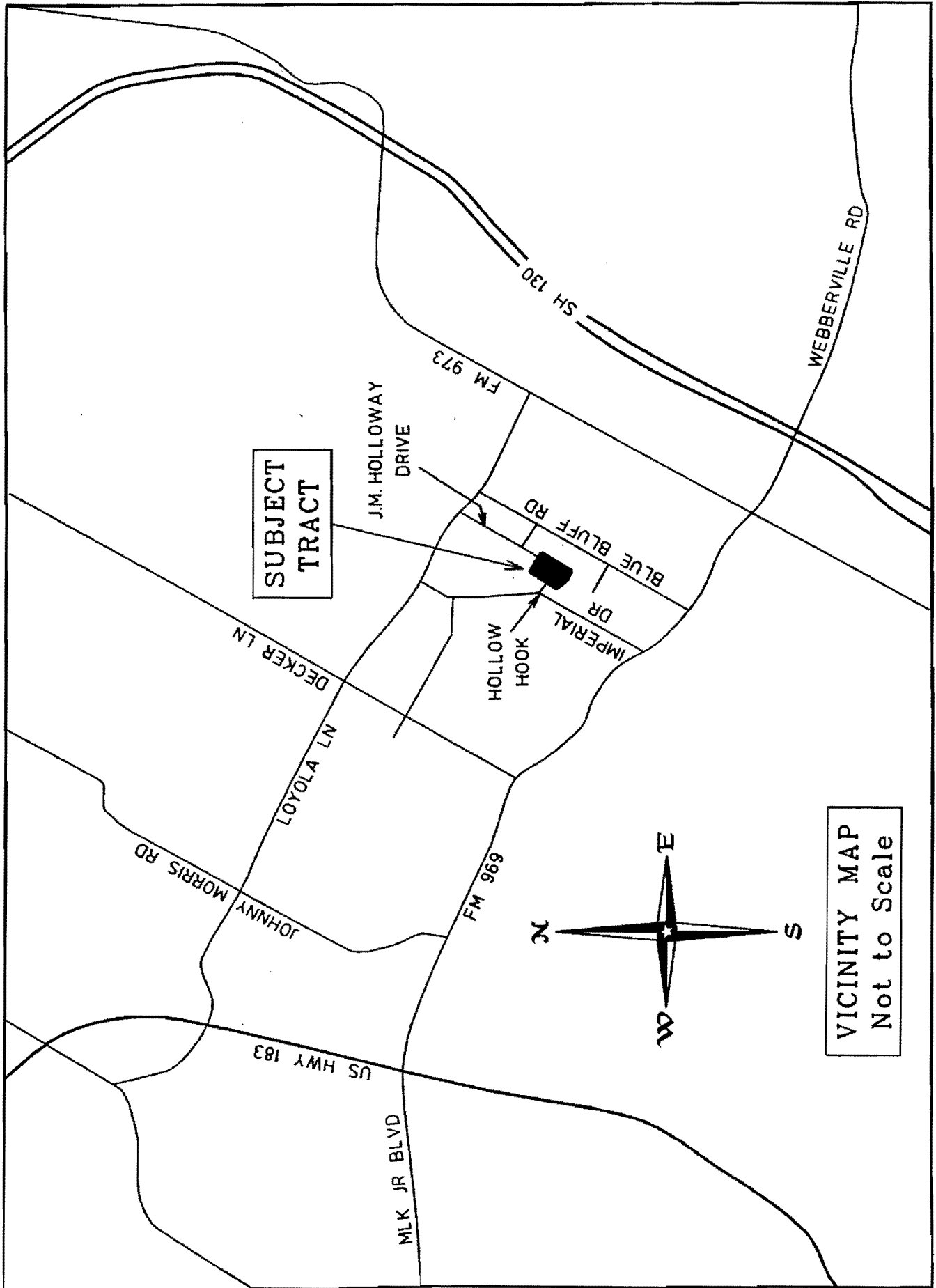

**SM:AB:mh**

**1101 - Development Services - Limon-Hidrogo Addition Resubdivision of Lot 1 Final Plat**

# Precinct Map



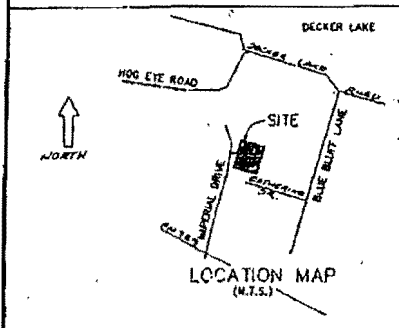
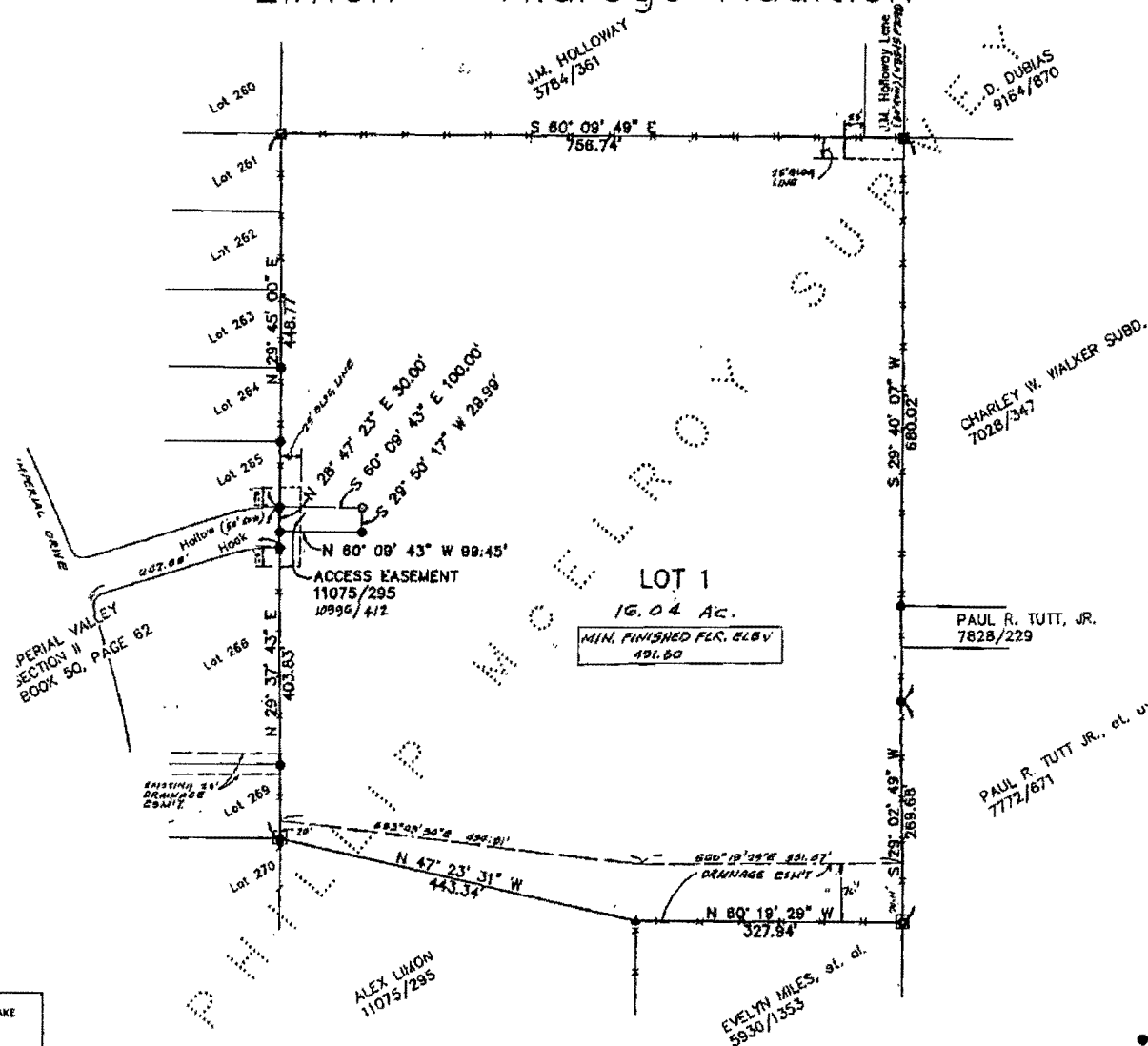
## Travis County Roadways, Map B



MISC. FILM CODE  
08009011644

## Limon - Hidrogo Addition

Existing Plot



SCALE: 1" = 100'

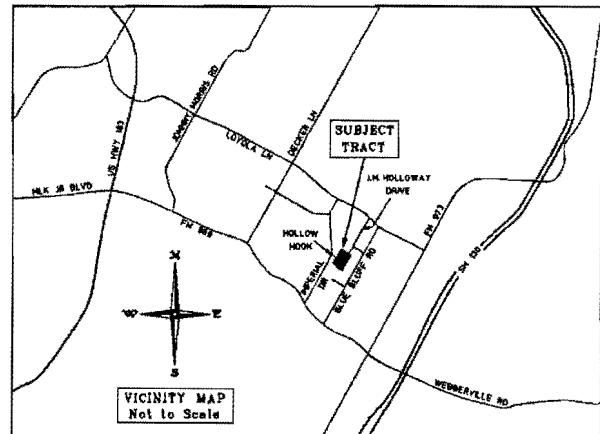
## LEGEND

- IRON ROD FOUND
- IRON ROD SET
- IRON PIPE FOUND
- ▲ BOLT NAIL FOUND
- CONC. NAIL 98T

BENCH MARK:  
 "X" CUT ON BOLT OF FIRE HYDRANT  
 ON NORTHEAST SIDE OF HOLLOW HOOK  
 "X" IS BETWEEN WORDS ANNISTON AND  
 ALABAMA. FIRE HYDRANT IS 40.0' EAST  
 OF IMPERIAL VALLEY RD., EL 500.22

C8-90-0026.0A

**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

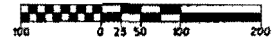
NOTE:  
Coordinates shown hereon are referenced to the State Plane Coordinate System  
NAD 83 (2011 - Texas Central Zone) Combined Scale Factor: 0.999994713.  
All distances shown hereon are surface values.

## LAND USE SUMMARY TABLE

LOT 1A	7.039 Acres	Residential Use
LOT 1B	9.008 Acres	Residential Use
TOTAL AREA = 16.047 Acres		

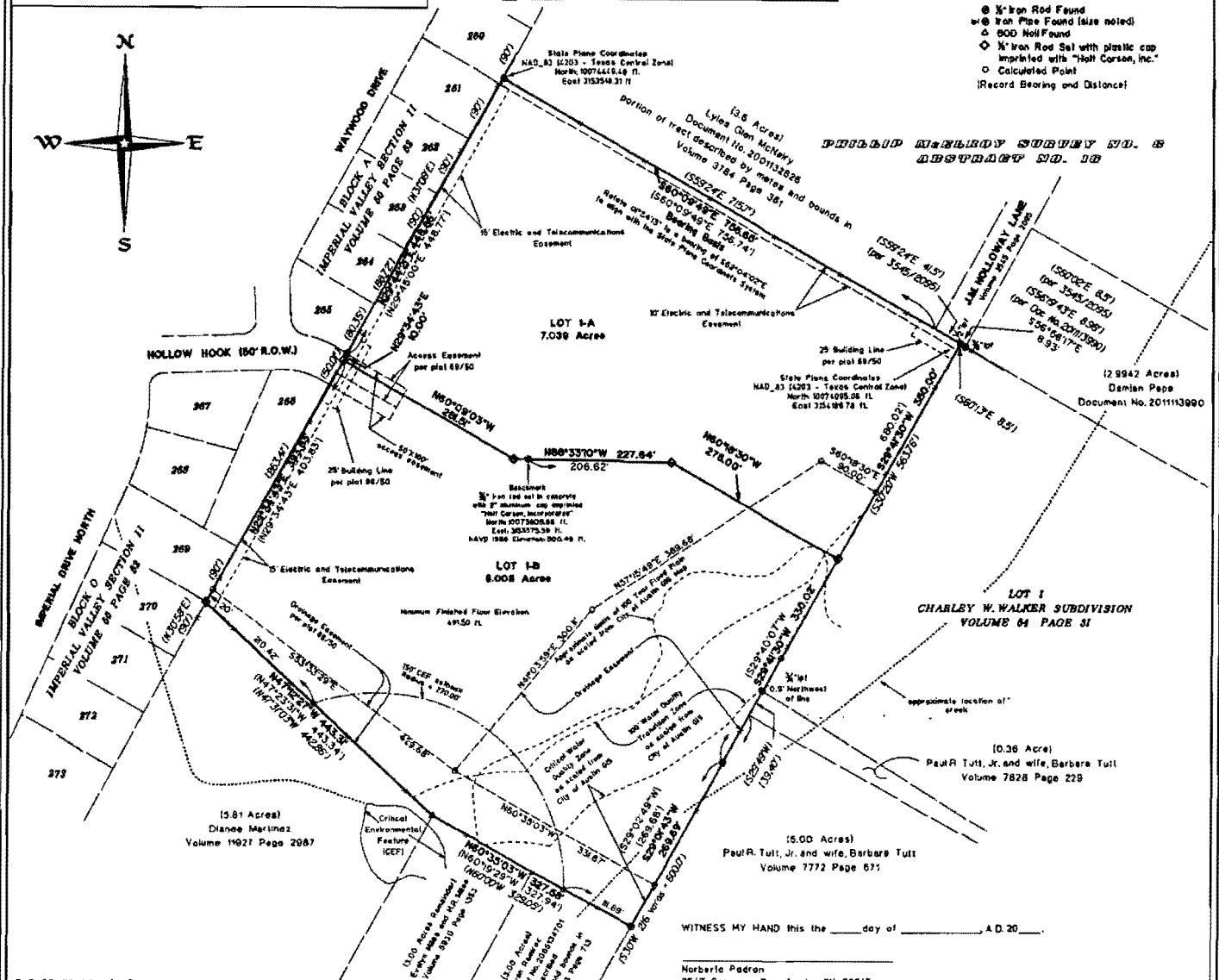
PREPARED, MAY 16, 2018

SCALE: 1" = 100'



## Legend

- X-Iron Rod Found
- ⊙ Iron Pipe Found (size noted)
- △ 800 Nolt Found
- ◆ X-Iron Rod Set with plastic cap imprinted with "Holt Carson, 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 10338, 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 she 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 so 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 lots 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 Austin to 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 pest 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. Rainfall 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 must 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.

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.

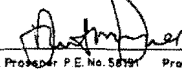
The Owner(s) of the subdivision shall construct the Subdivision's street and drainage improvements (the "improvements") to County Standards in order for the County to accept the public improvements for maintenance or to release fiscal security posted to secure private improvements. To secure this obligation, 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 limits, stop signs, and yield signs, which is considered to be part of the developer's construction.

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 131.52(e) 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 48C51C 0190 H, dated September 26, 2008.

  
Kurt Prosser, P.E. No. 58191  
13377 Pond Springs Road Austin, Texas 78746-1870-3343

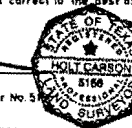


2/1/13  
Date

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  
Registered Professional Land Surveyor No. 5186  
HOLT CARSON, INC.  
1904 Fairview Road Austin, Texas 78704 (512) 442-0590



2-01-2013  
Date

## 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.  
On-Site Wastewater Program Manager  
Travis County - TNR

This subdivision is located in the 2 mile E.T. 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 Clerk of said County, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

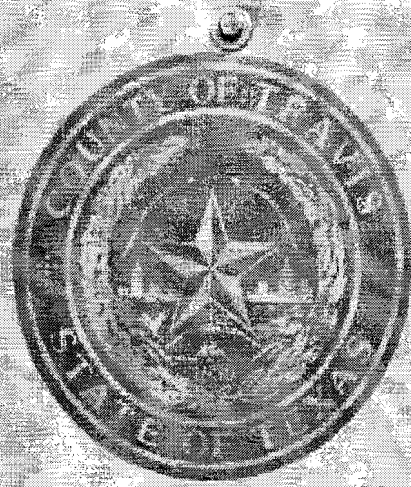
By \_\_\_\_\_  
Deputy

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



# **NOTICE OF PUBLIC HEARING**

**MARCH 26, 2013, AT 9:00 AM  
LIMON—HIDROGO ADDITION  
RESUBDIVISION OF LOT 1  
PRECINCT 1**

**AT THE TRAVIS COUNTY  
COMMISSIONERS COURTROOM  
700 LAVACA STREET  
(FIRST FLOOR) AUSTIN**

**FOR MORE INFORMATION CALL 854-7563**



**TRANSPORTATION AND NATURAL RESOURCES**

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

700 Lavaca Street  
Austin, Texas 78701  
tel 512-854-9383  
fax 512-854-4649

**AFFIDAVIT OF POSTING**

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

A Public Notice of a Plat Resubdivision was posted on March 7, 2013, on a point as near as practical to the area being resubdivided, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 7 DAY OF March, 2013

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: TNR/R&B Supervisor

cc: Garcia (sign shop)

M:\PERMITS\SUBDIVN\Subdivision Review\Limon Hidrogo Subdivision Resub of Lot 1\Work Request for Sign Posting.



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** March 26, 2013

**Prepared By:** Gayla Dembkowski **Phone #:** 854-7642

**Division Director/Manager:** Anna Bowlin, Division Manager 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 regarding two street name assignments for private easements to be known as "Aspen Highlands Drive" and "Willowmount Way", Precinct Three.

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

Consider and take appropriate action regarding two street name assignments for private easements to be known as "Aspen Highlands Drive" and "Willowmount Way".

### **STAFF RECOMMENDATIONS:**

The Homeowners Association (HOA) for Rob Roy Rim Condominiums has requested the Addressing Committee to assign street names for their two easements. "Willowmount Way" was assigned to the entrance by the HOA from the creation of the condominiums. None of the home owners get addresses on the entrance road. Letters were sent to all who have homes on the other easement and 15 chose "Aspen Highlands Drive", 1 for "Prospect Glades Drive" and 8 did not respond. Staff recommends the two private easements be named "Aspen Highlands Drive" for the condos and "Willowmount Way" for the entrance.

These street assignments do not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

### **ISSUES AND OPPORTUNITIES:**

These easements are not roads Travis County maintains.

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

None

### **ATTACHMENTS/EXHIBITS:**

Map

### **REQUIRED AUTHORIZATIONS:**

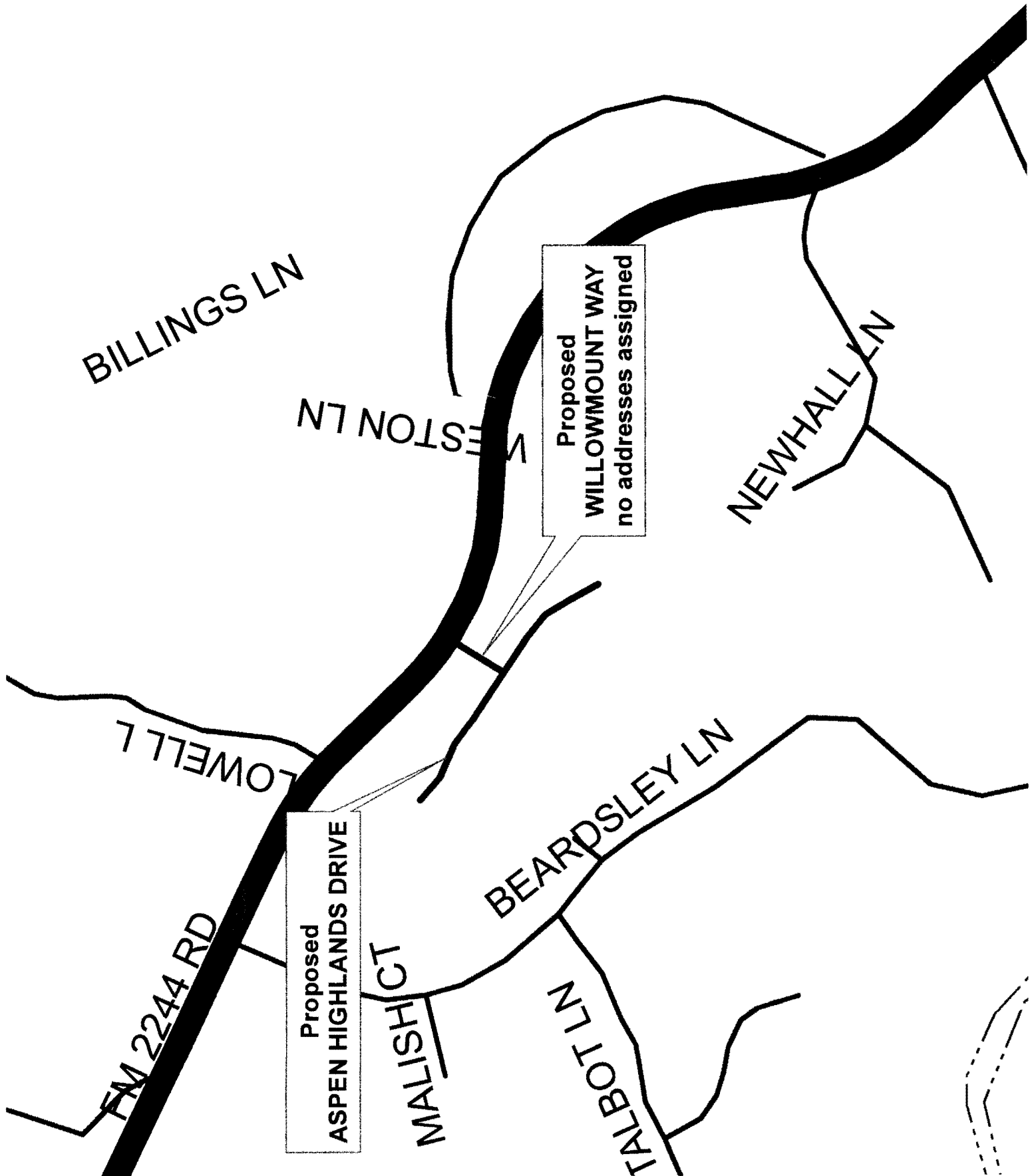
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Manager	Development Services	854-7561

**CC:**


: :

**1101 - Development Services Long Range Planning - Rob Roy Rim Condos**





# ROB ROY RIM CONDOMINIUMS

NAME	CURRENT ADDRESS	CHOICE
Ali, Muhammad	7901 Bee Caves Road #1	Aspen Highlands Drive
Ali, Razia	7901 Bee Caves Road #1	Aspen Highlands Drive
Dhuka, Almas M.	7901 Bee Caves Road #2	
Dhuka, Mubarak A.	7901 Bee Caves Road #2	
Otti, Vince	7901 Bee Caves Road #3	Aspen Highlands Drive
Otti, Chika	7901 Bee Caves Road #3	Aspen Highlands Drive
Nguyen, Dong	7901 Bee Caves Road #4	Aspen Highlands Drive
Nguyen, Loan	7901 Bee Caves Road #4	Aspen Highlands Drive
Reo Invest. Trust, LSF6 Mercury	7901 Bee Caves Road #5	
Bonasso, Franklin	7901 Bee Caves Road #6	Prospect Glades Drive
Bonasso, Mary	7901 Bee Caves Road #6	Prospect Glades Drive
Subramanian, Sumant	7901 Bee Caves Road #7	Aspen Highlands Drive
Um, Sam K.	7901 Bee Caves Road #8	
Um, Young MI	7901 Bee Caves Road #8	
Berbette, Brad	7901 Bee Caves Road #9	Aspen Highlands Drive
Berbette, Juli	7901 Bee Caves Road #9	Aspen Highlands Drive
Mukherjee, Sonia	7901 Bee Caves Road #10	Aspen Highlands Drive
Mukherjee, Anindya	7901 Bee Caves Road #10	Aspen Highlands Drive
Cantu, Adrinna	7901 Bee Caves Road #11	Aspen Highlands Drive
Kottler, Lisa G.	7901 Bee Caves Road #11	Aspen Highlands Drive
Dornan, Robert	7901 Bee Caves Road #12	Aspen Highlands Drive
Dornan, Judy	7901 Bee Caves Road #12	Aspen Highlands Drive
Luke, Kirsten	7901 Bee Caves Road #13	Aspen Highlands Drive
Luke, Scott K.	7901 Bee Caves Road #13	Aspen Highlands Drive
McDougal, Mark E.	7901 Bee Caves Road #14	Aspen Highlands Drive
McDougal, Tracia	7901 Bee Caves Road #14	Aspen Highlands Drive
Lane, Penny	7901 Bee Caves Road #15	Aspen Highlands Drive
Abdi, Abdul	7901 Bee Caves Road #16	
Abdi, Diana	7901 Bee Caves Road #16	
Zhao, Jianren	7901 Bee Caves Road #17	
Momin, Amin	7901 Bee Caves Road #18	Aspen Highlands Drive
Momin, Razia	7901 Bee Caves Road #18	Aspen Highlands Drive
Misch, Jeff D	7901 Bee Caves Road #19	Aspen Highlands Drive
Misch, Stephanie W	7901 Bee Caves Road #19	Aspen Highlands Drive
Mohammad, Shoaib	7901 Bee Caves Road #20	
Chase, Craig M.	7901 Bee Caves Road #21	Aspen Highlands Drive
Marcus, Sherry	7901 Bee Caves Road #21	Aspen Highlands Drive
Majeed, Roberta Lynn	7901 Bee Caves Road #22	Aspen Highlands Drive
Majeed, Tariq	7901 Bee Caves Road #22	Aspen Highlands Drive
Ginac, Frank P.	7901 Bee Caves Road #23	Aspen Highlands Drive
Ginac, Linda	7901 Bee Caves Road #23	Aspen Highlands Drive
Patel, Prakash	7901 Bee Caves Road #24	Late reply for Aspen Highlands Drive
Patel, Smita	7901 Bee Caves Road #24	Late reply for Aspen Highlands Drive



STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has found a necessity for two street name assignments;

WHEREAS, ballots were sent to twenty-four property owners and the majority chose "Aspen Highlands Drive" and "Willowmount Way";

WHEREAS, a public hearing was held on March 26, 2013, pursuant to the street name assignments; and

THEN BE IT THEREFORE ORDERED by the Commissioners Court of Travis County, Texas, that the private easements be named as follows:

PRECINCT THREE:

TWO PRIVATE EASEMENTS TO

**"ASPEN HIGHLANDS DRIVE" AND "WILLOWMOUNT WAY"**

PASSED AND ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
RON DAVIS,  
COMMISSIONER, PCT. ONE

\_\_\_\_\_  
SARAH ECKHARDT,  
COMMISSIONER, PCT. TWO

\_\_\_\_\_  
GERALD DAUGHERTY,  
COMMISSIONER, PCT. THREE

\_\_\_\_\_  
MARGARET GOMEZ,  
COMMISSIONER, PCT. FOUR

# NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, MARCH 26, 2013 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR TWO STREET NAME ASSIGNMENTS.

THIS PRIVATE EASEMENTS ARE LOCATED OFF RM 2244 ALSO KNOWN AS BEE CAVES ROAD IN THE ROB ROY RIM CONDOMINIUMS TO BE KNOWN AS **“ASPEN HIGHLANDS DRIVE”** AND **“WILLOWMOUNT WAY”**

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS' COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THESE STREET NAME ASSIGNMENTS PLEASE CALL 854-7642.

**TRANSPORTATION AND NATURAL RESOURCES**

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



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

**AFFIDAVIT OF POSTING**

TO: County Judge  
County commissioners  
Travis County, Texas

Public notice sign(s) concerning the naming of street(s) to Aspen Highlands Drive,  
And Willowmount Way has been posted on this day  
March 12, 2013 at a point as near as practical to the area as  
possible.

CERTIFIED THIS THE 12 DAY OF March, 2013.

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



# **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS'  
COURT OF TRAVIS COUNTY WILL HOLD A PUBLIC  
HEARING ON TUESDAY, MARCH 26, 2013 AT  
9:00 AM PURSUANT TO THE REQUEST  
FOR TWO STREET NAME ASSIGNMENTS.**

**THESE PRIVATE EASEMENTS ARE LOCATED OFF  
RM 2244 ALSO KNOWN AS BEE CAVES ROAD  
IN THE ROB ROY RIM CONDOMINIUMS,  
TO BE KNOWN AS "ASPEN HIGHLANDS DRIVE"  
AND "WILLOWMOUNT WAY"**

**A PUBLIC HEARING WILL BE HELD IN THE  
COMMISSIONERS' COURTROOM, TRAVIS  
COUNTY ADMINISTRATION BUILDING, 314  
WEST 11TH STREET, FIRST FLOOR, AUSTIN, TX**

**FOR FURTHER INFORMATION ON THESE STREET  
NAME ASSIGNMENTS, PLEASE CALL 854-7642**

**NOTICE OF  
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT THE BOARD OF  
SUPERVISORS OF THE COUNTY OF SAN JOSE  
WILL HOLD A PUBLIC HEARING ON THE  
PROPOSED AMENDMENT TO THE ZONING  
ORDINANCES OF THE COUNTY OF SAN JOSE  
ON THE 15TH DAY OF MAY, 1994, AT 7:00 P.M.  
IN THE BOARD ROOM OF THE COUNTY OF SAN JOSE  
COURT HOUSE, 200 F STREET, SAN JOSE, CALIFORNIA  
95133. THE AMENDMENT IS TO ADD A NEW  
ZONING DISTRICT, THE "COMMERCIAL  
OFFICE" DISTRICT, AND TO AMEND THE  
ZONING ORDINANCES TO ALLOW THE  
CONSTRUCTION OF OFFICE BUILDINGS  
IN THE "COMMERCIAL OFFICE" DISTRICT.  
A COPY OF THE AMENDMENT IS AVAILABLE  
FOR REVIEW AT THE OFFICE OF THE  
PLANNING AND COMMUNITY DEVELOPMENT  
DEPARTMENT, 200 F STREET, SAN JOSE,  
CALIFORNIA 95133. THE AMENDMENT  
WILL BE DISCUSSED AND A RECOMMENDATION  
WILL BE MADE BY THE BOARD OF SUPERVISORS  
AT THE PUBLIC HEARING.

# NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS' COURT OF TRAVIS COUNTY WILL HOLD A PUBLIC HEARING ON TUESDAY, MARCH 26, 2013 AT 9:00 AM PURSUANT TO THE REQUEST FOR TWO STREET NAME ASSIGNMENTS.

THESE PRIVATE EASEMENTS ARE LOCATED OFF RM 2244 ALSO KNOWN AS BEE CAVES ROAD IN THE ROB ROY RIM CONDOMINIUMS, TO BE KNOWN AS "ASPEN HIGHLANDS DRIVE" AND "WILLOWMOUNT WAY"

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS' COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TX FOR FURTHER INFORMATION ON THESE STREET NAME ASSIGNMENTS, PLEASE CALL 854-7642





**NOTICE OF  
PUBLIC HEARING**

YOUR SEARCH FOR THE IDEAL HOME  
ENDS AT HUNTERS GREEN. THE ONLY  
HOME IN THE SUBURBS OF THE CITY  
FEATURING A DESIGNER KITCHEN,  
200+ AMPS OF POWER, 200+  
SQUARE FEET OF TERRACE,  
HARDWOOD FLOORS AND FINISHED  
CELLAR. PRIVATE EASEMENTS ARE LOCATED OFF  
HWY 2444 ACROSS FROM THE CLUBS ROAD  
IN THE 800 FOOT HIGH CANYONS.  
TO BE OWNED IS A LIFE OF PURE  
AND UNLIMITED JOY.

A PUBLIC HEARING WILL BE HELD AT THE COMMISSIONERS' OFFICIAL HEARINGS ROOM, COUNTY ADMINISTRATION BUILDING, 24 WEST 10TH STREET, 10TH FLOOR, SUITE 1100, DENVER, COLORADO 80202, ON MONDAY, MAY 14, 1990, AT 10:00 A.M.



## Item 11

# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 2013

**Prepared By:** Gayla Dembkowski **Phone #:** 854-7642

**Division Director/Manager:** Anna Bowlin/ Division Manager, 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 street name assignment for an unnamed private street to "Sweetwater Club Circle", Precinct Three.

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

Consider and take appropriate action on a street name assignment for an unnamed private street to "Sweetwater Club Circle".

### **STAFF RECOMMENDATIONS:**

Staff recommends naming the private street "Sweetwater Club Circle" in the new Sweetwater Section 1 Village A Replat. WS-COS Development owns all of the lots and has petitioned to name the street "Sweetwater Club Circle", a name which has been cleared through 911 Addressing staff.

This street name assignment does not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

### **ISSUES AND OPPORTUNITIES:**

This street is not a road that Travis County maintains.

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

None

### **ATTACHMENTS/EXHIBITS:**

Map-1

Petition

### **REQUIRED AUTHORIZATIONS:**

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



W. A. BARLOW SURVEY NO. 86  
TRAVIS COUNTY, TEXAS  
JUNE 1912



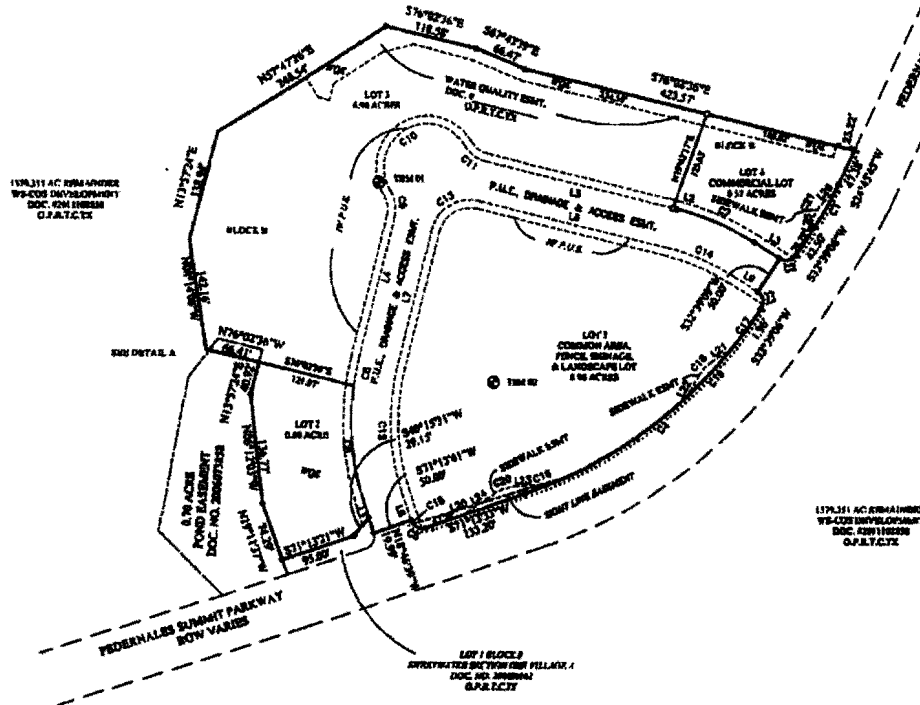
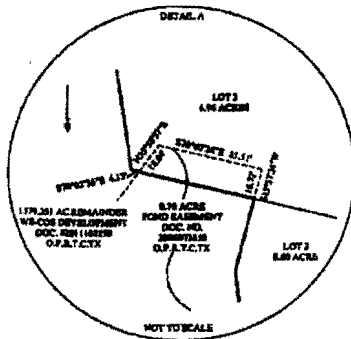
**LEGEND**

- 3/4 INCH BROW ROD WITH "DELTA SURVEY" CAP PLUMB
- 7/8 INCH BROW ROD WITH DELTA CAP SET
- CONCRETE IMPASSMENT SET
- ..... SUBURBAN LINE
- R.L. SUBURBAN LINE
- PUBLIC UTILITY EASEMENT
- E.O.W. EASEMENT OF PUBLIC RECORD, TRAVIS COUNTY, TEXAS
- O.P.A.T.C.T.X. OFFICIAL PUBLIC RECORD, TRAVIS COUNTY, TEXAS
- DE GRADE EASEMENT
- WQ.E. WATER QUALITY EASEMENT
- FSL FENCE, SIGNAGE AND LANDSCAPE LOT
- 844 844 WATER BRANCH MARK

LINE	BEARING	DISTANCE
L1	N18°48'38"W	18.80
L2	S78°02'36"E	5.40
L3	S57°20'58"E	37.24
L4	N13°57'24"E	183.12
L5	S78°02'36"E	241.93
L6	N18°48'38"W	36.58
L7	N13°57'24"E	178.34
L8	S78°02'36"E	243.21
L9	S57°20'58"E	37.24
L10	S22°18'18"E	28.38
L11	S57°27'28"E	88.97
L12	S78°02'36"E	18.84
L13	N11°58'48"W	11.12

LINE	BEARING	DISTANCE
L14	S78°02'36"E	84.78
L15	S67°43'38"E	68.47
L16	S78°02'36"E	401.44
L17	N13°57'24"E	15.00
L20	S78°02'36"E	207.93
L21	S58°18'26"W	31.21
L22	S28°58'33"W	29.41
L23	S68°57'07"W	43.21
L24	S38°28'10"W	50.68
L25	S12°41'51"W	17.15
L26	S40°32'01"W	22.81

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	435.00	59.80	49.85	S28°42'28"W	7°33'21"
C2	15.00	23.56	21.21	S77°58'04"W	89°50'35"
C3	15.00	23.56	21.21	S12°20'58"E	90°00'00"
C4	585.00	180.36	173.24	S51°58'20"W	38°34'27"
C5	15.00	23.56	21.21	N83°48'03"E	89°59'47"
C6	325.00	148.91	148.58	N05°33'48"E	2°26'43"
C7	325.00	108.04	108.57	S68°41'47"E	18°41'37"
C8	325.00	35.77	35.75	N10°48'13"E	6°18'21"
C9	45.00	35.79	34.86	N08°49'48"W	45°34'23"
C10	55.00	173.89	108.69	N08°57'24"E	181°08'46"
C11	45.00	35.79	34.86	S53°15'25"E	45°34'23"
C12	275.00	157.11	154.89	N02°24'38"E	32°44'03"
C13	50.00	78.54	70.71	N58°37'24"E	90°00'00"
C14	275.00	89.72	89.33	S69°41'47"E	18°41'37"
C15	15.00	5.11	5.09	S69°31'41"E	19°30'02"
C16	585.00	60.60	60.57	N68°09'11"E	6°08'44"
C17	585.00	58.53	58.51	N39°48'13"E	80°2'14"
C18	55.00	25.28	25.04	S42°39'29"W	27°18'53"
C19	585.00	84.63	83.85	N42°58'58"E	8°31'18"
C20	55.00	28.18	27.85	S71°43'13"E	30°7'48"
C21	55.00	29.45	29.07	S28°36'51"W	31°50'20"



**Delta Survey Group Inc.**

8213 Beeble Lane Ste. 102 Austin, TX. 78745  
office (512) 282-5200 fax (512) 282-5230

**SWEETWATER RANCH  
SECTION ONE, VILLAGE A  
REPLAT**

**LAND USE TABLE**  
COMMON AREA,  
FENCE, SIGNAGE,  
& LANDSCAPE LOTS  
WATER QUALITY EASEMENT  
COMMERCIAL LOTS  
BY LOTS  
BLOCKS  
TOTAL ACREAGE

1 LOT 1 - 6.96 AC.  
1 LOT 2 - 6.86 AC.  
1 LOT 4 - 0.57 AC.  
0  
1  
1  
6.12 AC.

**SHEET  
4  
OF  
4**

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has found a necessity for a street name assignment;

WHEREAS, the one property owner petitioned Travis County to name the private street;

WHEREAS, a public hearing was held on March 26, 2013, pursuant to the street name assignment; and

THEN BE IT THEREFORE ORDERED by the Commissioners Court of Travis County, Texas, that the private street be named as follows:

PRECINCT THREE:

A PRIVATE STREET TO

**“SWEETWATER CLUB CIRCLE”**

PASSED AND ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
RON DAVIS,  
COMMISSIONER, PCT. ONE

\_\_\_\_\_  
SARAH ECKHARDT,  
COMMISSIONER, PCT. TWO

\_\_\_\_\_  
GERALD DAUGHERTY,  
COMMISSIONER, PCT. THREE

\_\_\_\_\_  
MARGARET GOMEZ,  
COMMISSIONER, PCT. FOUR

# NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, March 26, 2013 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME ASSIGNMENT.

THIS PRIVATE STREET IS LOCATED OFF PEDERNALES SUMMIT PARKWAY AND W SH 71 TO BE KNOWN AS **"SWEETWATER CLUB CIRCLE"**.

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-7642.

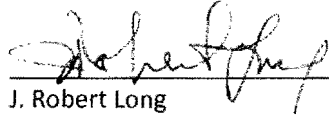
PETITION TO ASSIGN A NAME FOR THE PRIVATE ROAD IN THE  
SWEETWATER SECTION 1, VILLAGE A REPLAT

**PRIVATE ROAD NAME:** SWEETWATER CLUB CIRCLE

Executed as Owner of all lots in the Sweetwater  
Section 1, Village A Replat

WS-COS DEVELOPMENT, LLC  
A Delaware limited liability company

By:

  
J. Robert Long

Authorized Signatory

Date:

2/25/13



**TRANSPORTATION AND NATURAL RESOURCES**

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



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

**AFFIDAVIT OF POSTING**

TO: County Judge  
County commissioners  
Travis County, Texas

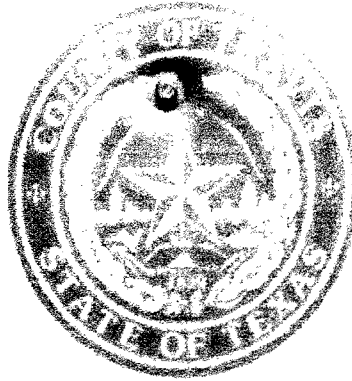
Public notice sign(s) concerning the naming of street(s) to Sweetwater Club Gnde,  
has been posted on this day March 12, 2013 at a point as near  
as practical to the area as possible.

CERTIFIED THIS THE 12 DAY OF March, 2013.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: TNR/R&B Supervisor




# **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN THAT THE  
COMMISSIONERS' COURT OF TRAVIS  
COUNTY, TEXAS WILL HOLD A PUBLIC  
HEARING ON TUESDAY, MARCH 26, 2013  
AT 9:00 A.M. PURSUANT TO THE REQUEST  
FOR A STREET NAME ASSIGNMENT.**

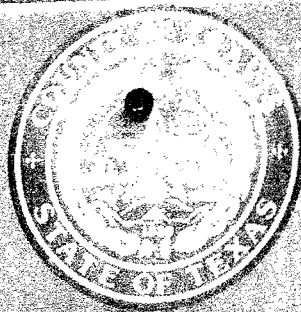
**THIS PRIVATE STREET IS LOCATED OFF  
PEDERNALES SUMMIT PARKWAY AND  
W SH 71 TO BE KNOWN AS  
"SWEETWATER CLUB CIRCLE"**

**A PUBLIC HEARING WILL BE HELD IN THE  
COMMISSIONERS' COURTROOM, TRAVIS  
COUNTY ADMINISTRATION BUILDING  
314 WEST 11TH STREET,  
FIRST FLOOR, AUSTIN, TEXAS**

**FOR FURTHER INFORMATION ON THIS STREET NAME  
ASSIGNMENT PLEASE CALL 854-7642**

 **NOTICE OF  
PUBLIC HEARING**  
NOTICE IS HEREBY GIVEN THAT THE  
FEDERAL BUREAU OF INVESTIGATION  
OF THE DEPARTMENT OF JUSTICE  
WILL HOLD A PUBLIC HEARING TO  
RECEIVE TESTIMONY AND  
SUBMITTALS FROM THE PUBLIC  
ON THE MATTER OF THE  
PROPOSED REGULATION  
RELATIVE TO THE  
REGISTRATION OF  
CIVIL RIGHTS  
VIOLATIONS  
ON APRIL 15, 1964  
AT 10:00 A.M.  
IN ROOM 3000  
OF THE FEDERAL BUREAU OF INVESTIGATION  
400 ANDREWS AVENUE  
WASHINGTON, D.C. 20535  
ALL INTERESTED PARTIES  
ARE REQUESTED TO  
APPEAR AT THE HEARING  
AND STATE THEIR  
POSITIONS ON THE  
MATTER.

3



# NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE  
COMMISSIONERS' COURT OF TRAVIS  
COUNTY, TEXAS WILL HOLD A PUBLIC  
HEARING ON TUESDAY, MARCH 26, 2013  
AT 900 A.M. PURSUANT TO THE REQUEST  
FOR A STREET NAME ASSIGNMENT.

THIS PRIVATE STREET IS LOCATED OFF  
PEDERNALES SUMMIT PARKWAY AND  
W SH 71 TO BE KNOWN AS  
"SWEETWATER CLUB CIRCLE"

A PUBLIC HEARING WILL BE HELD IN THE  
COMMISSIONERS' COURTROOM, TRAVIS  
COUNTY ADMINISTRATION BUILDING  
314 WEST 11TH STREET,  
FIRST FLOOR AUSTIN, TEXAS  
FOR FURTHER INFORMATION ON THIS STREET NAME  
ASSIGNMENT PLEASE CALL 854-7642





## Item 12

# Travis County Commissioners Court Agenda Request

**March 26, 2013**

**Meeting Date:** ~~March 12, 2013~~

**Prepared By:** Joe Arriaga Phone #: 854-7562

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

AB

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action a Variance to Title 30-2-158(B(2) Access to Streets (Requires that a new subdivision must have at least two access streets and each of the two access streets must connect to a different external street) for The Hills of Shady Hollow-Preliminary Plan.

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

The subject property consists of a preliminary plan, The Hills of Shady Hollow. It is located in the City of Austin's 2-Mile ETJ. It proposes 208 single family lots, 4 open and drainage lots, 1 amenity center lot, and 1 commercial lot on 77.71 acres. There are 8,094 linear feet of public streets being proposed with this development. The property is bounded by FM 1626 on the north and is adjacent to Bob Johnson road. The majority of the single family lots will take access from Bob Johnson road and the commercial lot will only take access from FM 1626. Water and wastewater will be provided by the City of Austin.

TNR staff has reviewed the applicant's request for the variance and recommends approval. The applicant has worked with the Travis County Fire Marshal's office and has satisfied all of Travis County Fire Code requirements to only have one direct connection to an external street. The applicant has proposed to provide an emergency access easement on the western part of the development. Based in part on the addition of the access easement and the proposed stub street, Hershel Lee, Fire Marshal indicates, the preliminary plan is "capable of meeting the requirements of Travis County Fire Code". The applicant proposes to acquire the access easement and will be constructed as an all-weather road for emergency purposes.

### **STAFF RECOMMENDATIONS:**

TNR staff recommends approval of the variance based in part on the Fire Marshal's review and recommendation.

**ISSUES AND OPPORTUNITIES:**

Staff has received several inquiries (3) from adjacent property owners who are concerned with the increased traffic that will be generated by this development.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

Location map

Precinct map

Preliminary Plan

Variance Request

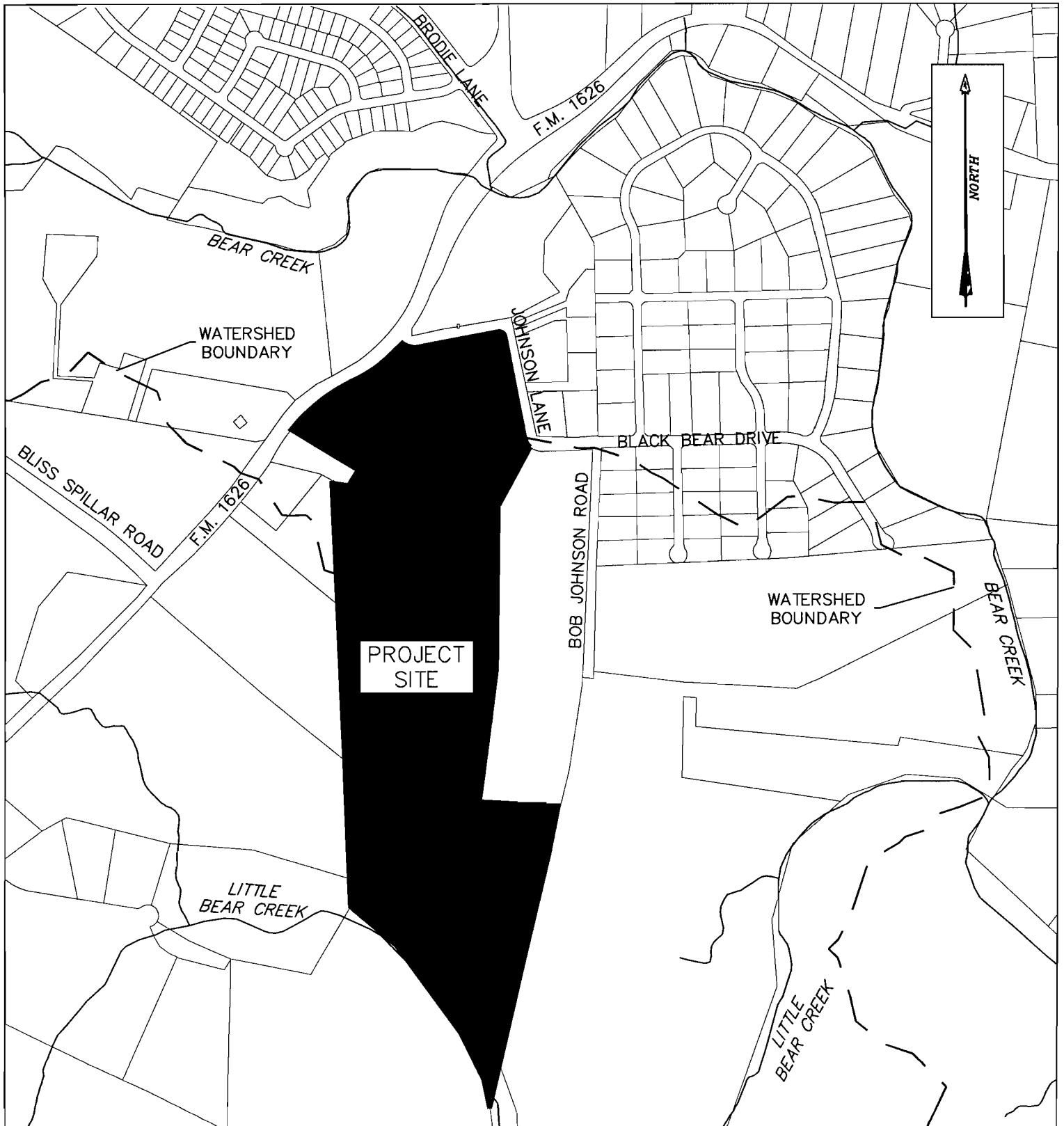
**REQUIRED AUTHORIZATIONS:**

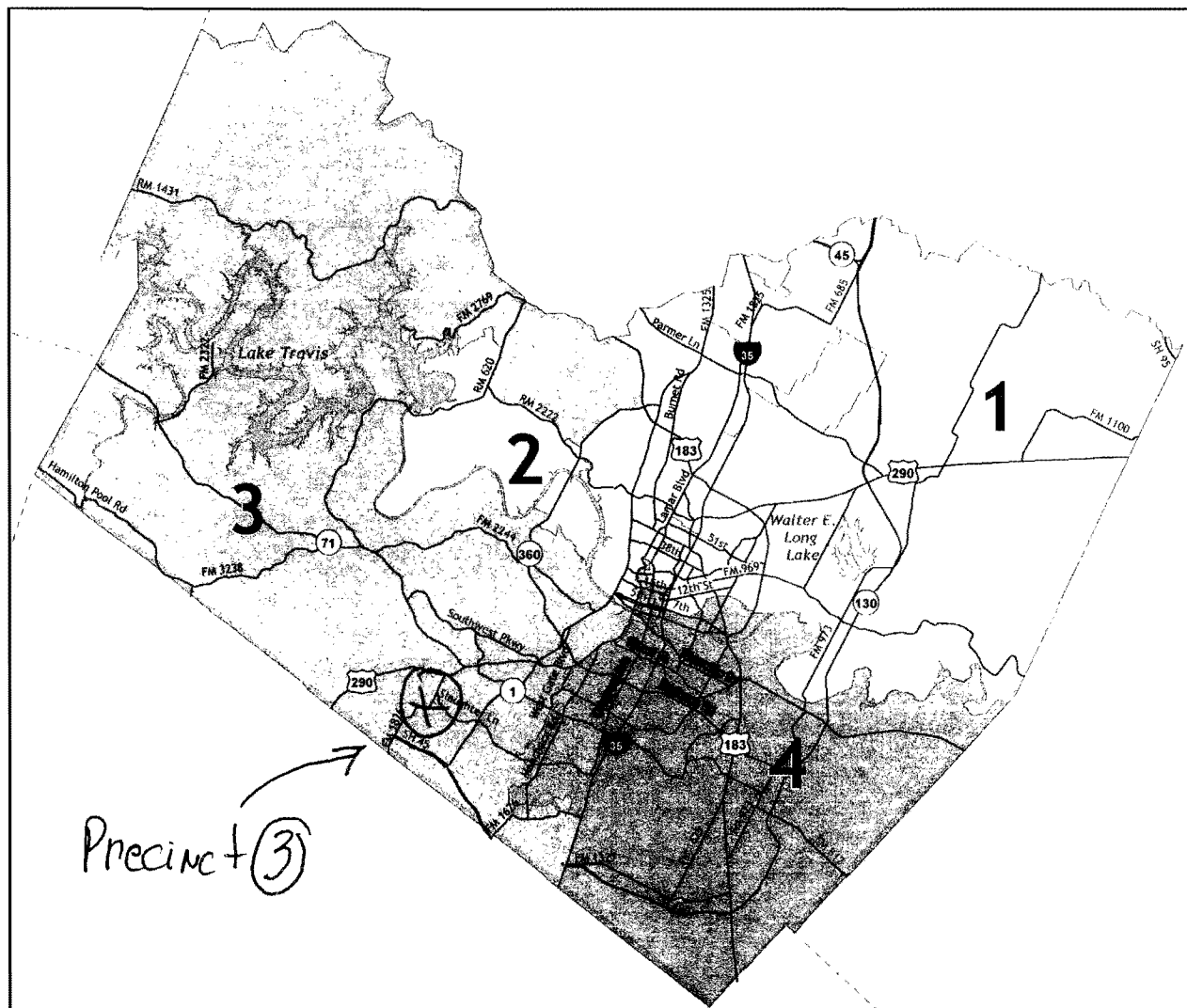
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


**SM:AB:ja**

**1101 - Development Services Long Range Planning - Variance - The Hills of Shady Hollow**





## 2011 Commissioner Precincts

**Precinct 1: Ron Davis**  
314 W. 11th St. #510  
Austin, TX 78701  
Phone: (512) 854-9111  
Fax: (512) 854-4897

**Precinct 2: Sarah Eckhardt**  
314 W. 11th St. #530  
Austin, TX 78701  
Phone: (512) 854-9222  
Fax: (512) 854-9515

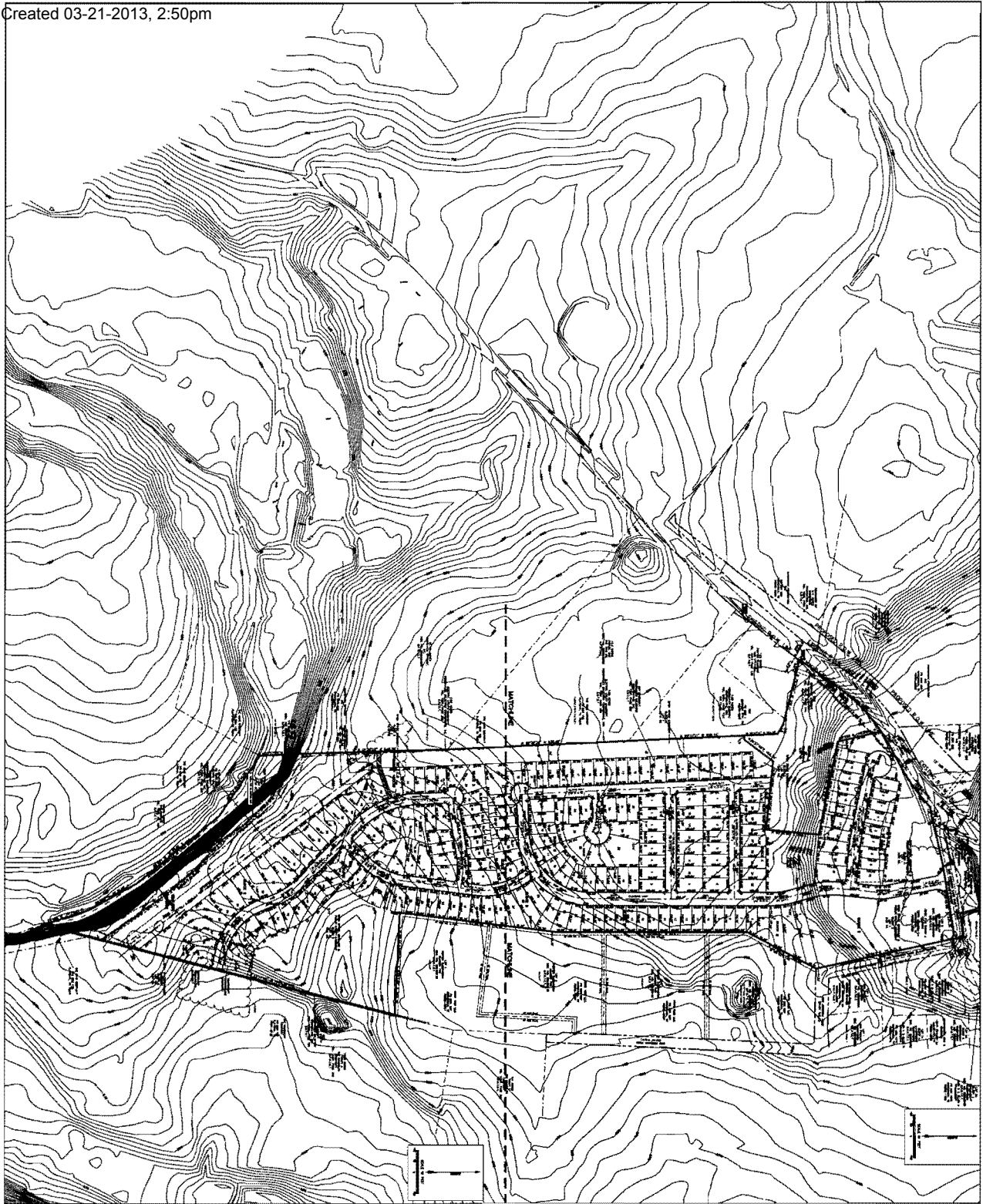
**Precinct 3: Karen Huber**  
314 W. 11th St. #500  
Austin, TX 78701  
Phone: (512) 854-9333  
Fax: (512) 854-9376

**Precinct 4: Margaret Gomez**  
314 W. 11th St. #525  
Austin, TX 78701  
Phone: (512) 854-9444  
Fax: (512) 854-9535



Travis County  
Transportation &  
Natural Resources

## Travis County Commissioner Precincts



CSJ-2012-0095

CAUTION:  
THIS PLAN IS A PRELIMINARY PLAN. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER OF RECORD. ANY CHANGES TO THIS PLAN MUST BE MADE IN WRITING AND SIGNED BY THE ENGINEER OF RECORD.

File: Projects\Johnson SF\dwg\ Preliminary Plan	Sheet: OVERALL
Job No. 211-14	Scale (Hor): 1"=200'
Date: 06/05/12	Checked By: LMH Drawn By: HD
Revision 1:	
Revision 2:	
Revision 3:	
Revision 4:	



THE HILLS OF SHADY HOLLOW  
PRELIMINARY PLAN  
OVERALL LAYOUT

# THE HILLS OF SHADY HOLLOW PRELIMINARY PLAN OVERALL LAYOUT

HANRAHAN • PRITCHARD ENGINEERING, INC.  
CONSULTING ENGINEERS  
(TX, PE REG. 4444)  
8333 Cross Park Drive  
AUSTIN, TEXAS 78754  
OFFICE: 512.458.4754 FAX: 512.458.4754  
info@hpe-eng.com

**HPE**

SHEET  
01 of 04





**Hanrahan • Pritchard Engineering, Inc.**

8333 Cross Park Drive  
Austin, Texas 78754

**HPE**

Phone: 512.459-4734  
Fax: 512.459.4752  
(TX. PE FIRM REG. #416)

February 4, 2013

Honorable Judge Sam Biscoe & County Commissioners  
Travis County Commissioners Court  
700 Lavaca Street  
Austin, Texas 78767

**RE: Hills of Shady Hollow (C8J-2012-0095)  
Variance Request - C.O.A. Land Development Code Section 30-2-158(B)(2)  
Subdivision Access Streets**

We are formally requesting a variance to LDC Title 30, Section 30-2-158(B)(2), which requires that a new subdivision's access streets connect to a different external street. We are proposing access streets at two points, with a third access point to adjacent property, for the tract proposed for subdivision ("subject tract").

**Reason for Request.** The tract for which the preliminary plan was prepared fronts two external streets: FM 1626 and Bob Johnson Lane. Access is proposed at Bob Johnson Lane, which in turn connects to FM 1626.

An access street connection to FM 1626 is not feasible due to (1) sight distance limitations in the western portion of the subject tract, and (2) proximity to the Bob Johnson Lane intersection in the eastern portion of the tract. The subject tract has no other means of connection to any other external street.

Section 30-2-158(D) allows a new subdivision to have one access street if the single office determines that providing more than one access street is undesirable, unnecessary, or impractical after considering several factors:

- 1. Traffic circulation.** Traffic circulation within the proposed project is adequate, and would not be improved with access to a second external street if one existed.
- 2. Traffic safety.** Internal and access streets are designed per adopted standards. Traffic safety is the primary consideration in *not* providing access to FM 1626.
- 3. Flood and fire safety.** The subject tract lies in an area with a low wildland fire protection rating. Two access streets are provided, and while a second external street (other than FM 1626) would improve evacuation if necessary, a second external street does not exist near the subject tract.
- 4. Topography.** Little Bear Creek at the south boundary of the subject tract creates a topographic limitation to the extension of any roads to the south (in addition to providing a fire break), but there are no other topographic constraints.

5. **Density of the subdivision and surrounding developed property.** The proposed subdivision has an overall density of 2.67 single family units per acre; surrounding property is vacant or low density commercial/industrial/recreation uses.
6. **Whether later development of adjacent property is anticipated to provide additional access.** A third access street is stubbed to adjacent property in the southeast portion of the subject tract, although it is unknown whether later development is anticipated to provide additional access.
7. **Whether traffic through the subdivision should be limited.** No through traffic is proposed; the primary concern for a second external street connection is egress, and proposed streets comply with adopted standards.
8. **The environmental effect of a cut or fill, waterway crossing, or other surface disturbance necessary to provide more than one access street.** Two access streets are provided (to a single external street). No opportunity exists to tie to a second external street.
9. **Whether the access street is a divided street.** Two access streets are provided.
10. **Whether adverse effects, if any, from permitting one access street are mitigated, including whether secondary pedestrian access is provided.** Two access streets are provided, both with pedestrian access.
11. **Whether the subdivider owns adjacent property through which access can be provided; has the right to provide a second access street across another person's property; or is able to develop the subdivision if more than one access street is required.** None of these conditions can be answered in the affirmative. Two access streets are provided; no subdivision of the land is possible if connection to two different external streets is required.

#### **Proposed Secondary Access**

The preliminary plan proposes a second access point to an adjoining property, for use by emergency vehicles. An all-weather access road will be constructed through the access easement. Please refer to the preliminary plan for the proposed access location.

Thank you for your consideration of this request, and please contact us if additional information is needed.

Respectfully,

Lawrence M. Hanrahan, P.E.  
Hanrahan Pritchard Engineering, Inc.



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** March 26, 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, R.E., County Executive-TNR

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

AB

**AGENDA LANGUAGE:** Consider and take appropriate action on a plat for recording: The Ranch P.U.D. Sections 4 - 11 Revised Plat of Lots 1, 2, and 3, Block One Section 6 (Revised Plat - Two Lots - 3.335 acres - Golf Links Court) in Precinct Three.

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

The property owners of lots 1, 2, and 3 wish to revise the existing plat by combining lots 1 and 2, which creates Lot 1A, and moving the common lot line between lot 2 and 3, which creates a larger Lot 3A; the two new lots are both platted from the existing Golf Links Court. There are no new public or private streets proposed with this revised plat. Fiscal surety, parkland dedication, or parkland fees in lieu of dedication are not required with this revised plat.

### **STAFF RECOMMENDATIONS:**

As this plat application meets all Travis County standards, Transportation and Natural Resources staff recommends approval of the revised plat.

### **ISSUES AND OPPORTUNITIES:**

Per Texas Local Government Code Section 232.011, this revised plat will not require notice to property owners within The Ranch P.U.D. or a public hearing.

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

None.

### **ATTACHMENTS/EXHIBITS:**

Precinct map

Location map

Existing final plat

Proposed final plat

### **REQUIRED AUTHORIZATIONS:**

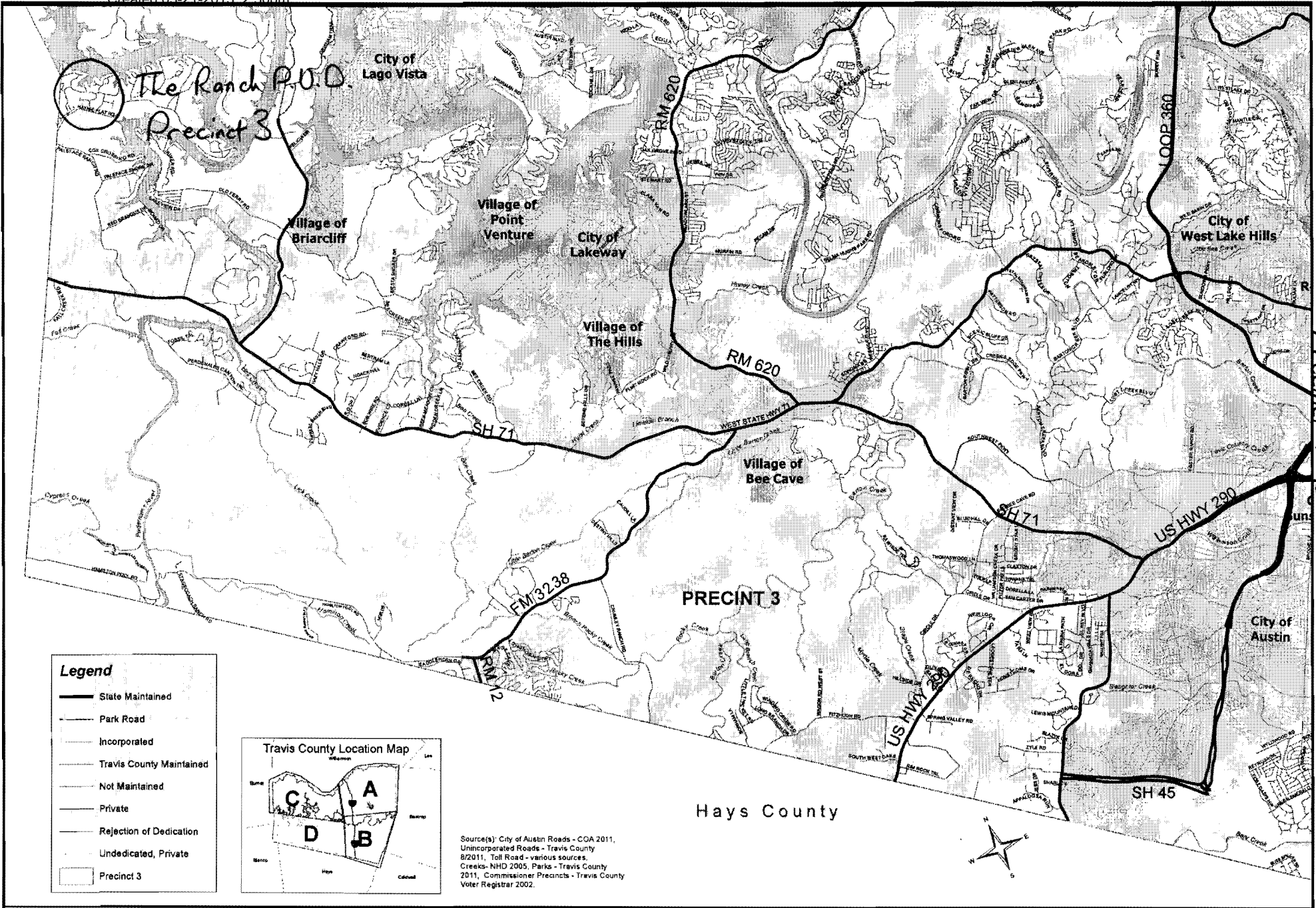
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


**SM:AB:mh**

**1101 - Development Services Long Range Planning - The Ranch P.U.D. Sections 4 - 11  
Revised Plat of Lots 1, 2, and 3 Block One Section 6**





Precinct Map

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: 5/9/2011

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.

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# THE RANCH P.U.D. SECTIONS 4 - 11 REVISED PLAT OF LOTS 1, 2, AND 3, BLOCK ONE SECTION 6



LOCATION MAP  
NOT TO SCALE

Existing Plat

**Vol. 87 Page 30**

[illegible]

## LEGEND

- - 180° PIN ALUMINUM
  - - 180° PIN MET
  - - LONG, REINFORCED
  - - CORN. REINFORCED
- U.S. - PAULIG OFFICIAL

Section 6  
of  
THE RANCH P.U.D.  
SECTIONS 4 - 11



HOWARD ENGINEERING INC.  
6180 HWY. 250 WEST  
AUSTIN, TEXAS 78735  
PH (512) 492-5260

**DJ DAVID JAMES**  
LAND SURVEYOR, TAC.  
CO. 111, 230 W. SUIT  
AUSTIN, TX. 78735

1-10-98-4100

Equation 6.91a:  $\phi_{\text{rel}} = 4500(20.7176 - 0.26 \text{ p.p.m.})^2 - 15122$   $\chi^2 = 1.16, 0.008, 0.07$ .

## Proposed Plat

### THE RANCH P.U.D. SECTIONS 4 - 11 REVISED PLAT OF LOTS 1, 2, AND 3, BLOCK ONE SECTION 6



LOCATION MAP  
NOT TO SCALE

#### 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.

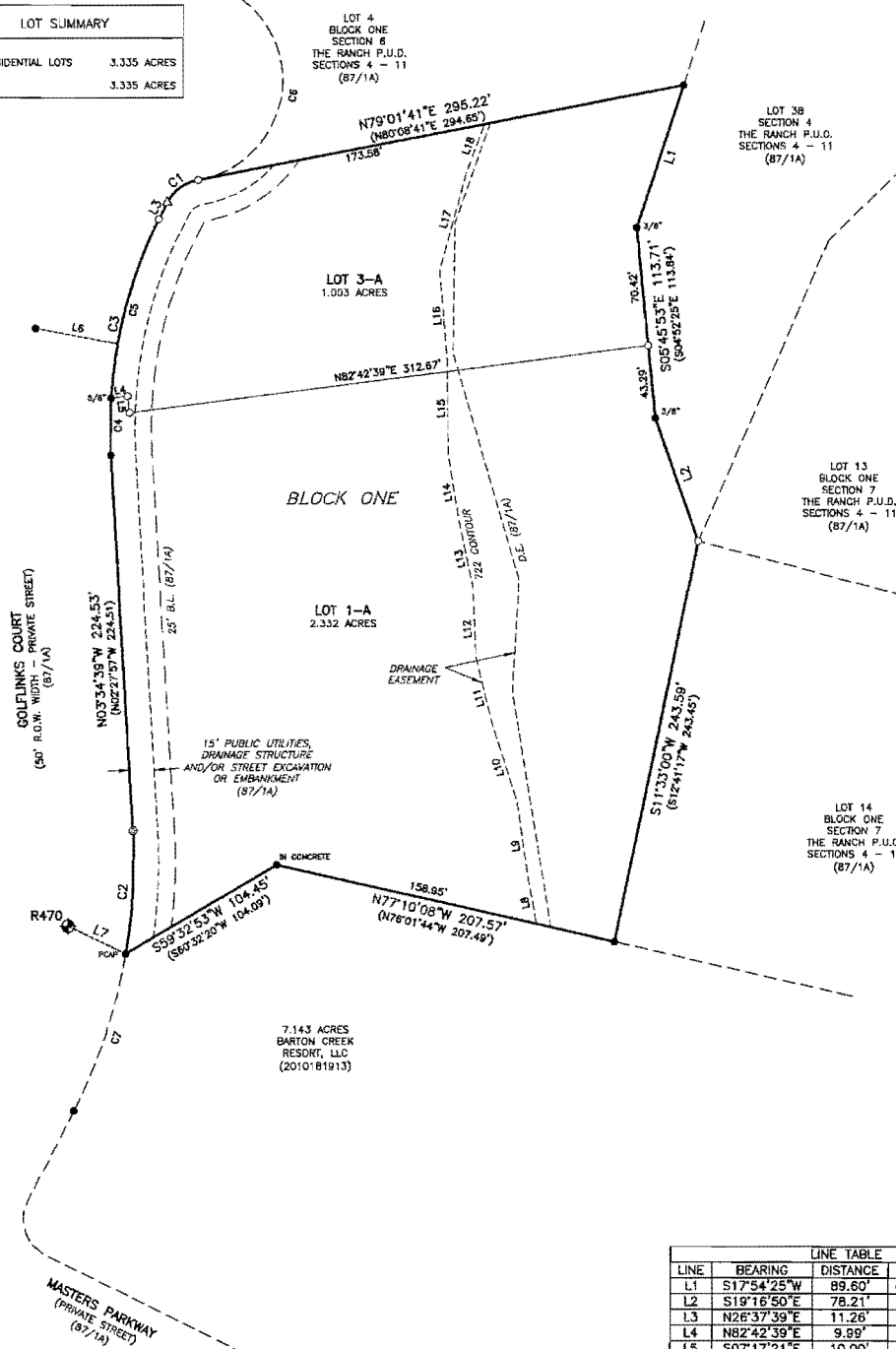
BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE  
TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT  
NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND  
USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL  
NEIGHBORHOOD.

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.

 Professional Land Surveying, Inc. Surveying and Mapping 3500 McCall Lane Austin, Texas 78744 512-443-1724	PROJECT NO.: 938-001
	DRAWING NO.: 938-001-PL1
	PLOT DATE: 01/23/13
	PLOT SCALE: 1" = 50'
	DRAWN BY: JDB
SHEET 1 OF 3	

LOT SUMMARY	
2 RESIDENTIAL LOTS	3.335 ACRES
TOTAL	3.335 ACRES



SCALE: 1" = 50'

GRAPHIC SCALE

50' 25' 0 50'

- LEGEND
- 1/2" REBAR FOUND (OR AS NOTED)  
● CAP 1/2" REBAR WITH CAP FOUND  
○ 1/2" REBAR WITH "CHAPARRAL" CAP SET  
△ MAG NAIL WITH "CHAPARRAL" WASHER SET  
⊗ PUNCH HOLE SET  
⊕ CONTROL POINT  
B.L. BUILDING SETBACK LINE  
D.E. DRAINAGE EASEMENT  
( ) RECORD INFORMATION

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE  
SYSTEM OF 1983, TEXAS CENTRAL ZONE,  
BASED ON GPS SOLUTIONS FROM THE  
NATIONAL GEODETIC SURVEY (NGS)  
ON-LINE POSITIONING USER SERVICE  
(OPUS) FOR CHAPARRAL CONTROL POINT  
"R470".

MAG NAIL WITH WASHER SET

SURFACE COORDINATES:  
N 10139853.68  
E 3002750.21

TEXAS STATE PLANE COORDINATES:  
N 10138730.03  
E 3002417.46

ELEVATION = 765.80'

VERTICAL DATUM: NAVD

COMBINED SCALE FACTOR = 0.999889184  
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00011082

(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0  
THETA ANGLE: 1°09'14"

LINE TABLE			
LINE	BEARING	DISTANCE	(RECORD)
L1	S17°54'25"W	89.60'	(S19°00'29"W 89.89)
L2	S19°16'50"E	78.21'	(S18°08'03"E 78.16)
L3	N26°37'39"E	11.26'	(N27°44'25"E 11.26)
L4	N82°42'39"E	9.89'	
L5	S07°17'21"E	10.00'	
L6	N79°42'01"W	50.23'	
L7	N64°49'31"W	38.44'	

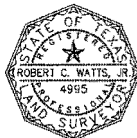
LINE TABLE		
LINE	BEARING	DISTANCE
L8	N10°37'19"W	28.69'
L9	N08°29'51"W	45.87'
L10	N18°10'45"W	47.54'
L11	N13°58'34"W	41.53'
L12	N02°25'55"W	39.91'
L13	N11°54'27"W	41.02'
L14	N09°16'13"W	42.05'
L15	N00°46'58"W	55.22'
L16	N04°44'22"W	54.03'
L17	N14°49'25"E	61.00'
L18	N20°24'25"E	30.23'

**SURVEYOR'S CERTIFICATION**

I, ROBERT C. WATTS, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM THE ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE  
GROUND DECEMBER 19, 2012.

Int 5 1-23-13

ROBERT C. WATTS, JR., R.P.L.S. 4995  
SURVEYING BY:  
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
3500 MCCALL LANE  
AUSTIN, TEXAS 78744  
(512) 443-1724



ENGINEER'S CERTIFICATION:

I, CHRIS McCOMB, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48453C018D, DATED SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

ZONE AE ELEVATION FOR LAKE TRAVIS: 722.0'

CHRIS McCOMB, P.E.

ENGINEERING BY:  
AMC DESIGN GROUP, INC.

FIRM NO. F-1708  
P.O. BOX 18058  
AUSTIN, TEXAS 78760  
(512) 385-2911

CURVE TABLE							
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	TANGENT	(RECORD CHORD)
C1	25.00'	53°58'32"	23.55'	N53°36'42"E	22.69'	12.73'	(M54.43'28"E 22.69')
C2	325.00'	12°59'59"	73.74'	N02°55'07"E	73.58'	37.03'	(M02°55'07"E 73.58')
C3	275.00'	30°12'25"	144.98'	N11°31'32"E	143.31'	74.22'	(M11°38'14"E 143.31')
C4	275.00'	70'24"	35.82'	N00°03'21"W	33.80'	16.93'	(M11°03'25"E 33.88')
C5	275.00'	23°54'59"	81.51'	N15°11'18"E	110.414'	56.35'	(M15°10'08"E 110.33')
C6	60.00'	145°54'02"	15.79'	N07°39'18"E	7.73'	195.64'	(M07°39'18"E 114.62')
C7	325.00'	17°21'19"	98.44'	S17°53'44"W	98.07'	48.60'	(M17°13'25"E 98.21')

**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping

PROJECT NO.:  
938-001  
DRAWING NO.:  
938-001-PL1  
PLOT DATE:  
01/23/13  
PLOT SCALE:  
1" = 50'  
DRAWN BY:  
JDB

SHEET  
2 OF 3



# THE RANCH P.U.D. SECTIONS 4 - 11 REVISED PLAT OF LOTS 1, 2, AND 3, BLOCK ONE SECTION 6

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THE PRESENTS:

THAT RUSSELL L. MUNSCH, BEING OWNER OF LOTS 1 AND 2, BLOCK 1, SECTION 8 OF THE RANCH P.U.D. SECTIONS 4 THROUGH 11, A SUBDIVISION OF RECORD IN VOLUME 87, PAGE 1A OF THE PLAT RECORDS OF TRAVIS COUNTY TEXAS, CONVEYED BY DEED OF RECORD IN VOLUME 12158, PAGE 2351 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND VOLUME 13221, PAGE 1442 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS;

AND DENNI DAVIS WASHBURN, BEING OWNER OF LOT 3, BLOCK ONE, SECTION 8 OF THE RANCH P.U.D. SECTIONS 4 THROUGH 11, A SUBDIVISION OF RECORD IN VOLUME 87, PAGE 1A OF THE PLAT RECORDS OF TRAVIS COUNTY TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2008217475 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS;

DO HEREBY AMEND SAID LOTS, CONSISTING OF 3.335 ACRES, PURSUANT TO CHAPTER 232.011 OF THE TEXAS LOCAL GOVERNMENT CODE, FOR THE SOLE PURPOSE OF COMBINING LOTS 1 AND 2, AND RELOCATING THE COMMON LINE BETWEEN LOTS 2 AND 3, TO BE KNOWN AS

THE RANCH P.U.D. SECTIONS 4 - 11 REVISED PLAT OF LOTS 1, 2 AND 3, BLOCK ONE, SECTION 6

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

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

RUSSELL L. MUNSCH  
2305 GOLF LINKS COURT  
SPICEWOOD, TEXAS 78669-3040

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUSSELL L. MUNSCH, 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 PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

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

SHERI MUNSCH  
2305 GOLF LINKS COURT  
SPICEWOOD, TEXAS 78669-3040

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHERI MUNSCH, 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 PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

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

DENNI DAVIS WASHBURN  
2401 GOLF LINKS COURT  
SPICEWOOD, TEXAS 78669-3040

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DENNI DAVIS WASHBURN, 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 PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

## GENERAL NOTES:

1. ALL NOTES AND RESTRICTIONS FROM THE PREVIOUS PLAT, SECTION 8 OF THE RANCH P.U.D. SECTIONS 4 THROUGH 11, A SUBDIVISION OF RECORD IN VOLUME 87, PAGE 1A OF THE PLAT RECORDS OF TRAVIS COUNTY TEXAS, AND CABINET 2, SLIDE 17B OF THE PLAT RECORD OF BURNET COUNTY, TEXAS, SHALL APPLY TO THIS REVISED PLAT.
2. THE DRAINAGE EASEMENT SHOWN HEREON CONTAINS THE 100-YEAR FLOODPLAIN BASED ON THE 722' M.S.L. CONTOUR ELEVATION. THE 722' M.S.L. CONTOUR ELEVATION HAS BEEN CONFIRMED BY AN ON THE GROUND SURVEY PERFORMED ON DECEMBER 28, 2012. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED WITHIN THE DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION).
3. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES FOR INSPECTION OF SAID EASEMENT. THE DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
4. ALL FINISHED SLAB ELEVATIONS IN THIS SUBDIVISION SHALL BE 1.0 FEET MINIMUM ABOVE THE 100 YEAR FREQUENCY FLOOD LEVEL.
5. THE 25 & 100 YEAR FLOODS ARE CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTION SHALL BE PLACED WITHIN ANY DRAINAGE EASEMENT SHOWN HEREON EXCEPT AS SPECIFICALLY APPROVED BY TRAVIS COUNTY.
6. ALL LOTS ARE RESTRICTED TO SINGLE FAMILY LOTS. ALL SINGLE FAMILY LOTS MAY NOT BE RESUBDIVIDED INTO SMALLER LOTS.
7. ALL STREETS IN THIS SUBDIVISION ARE TO BE PRIVATE STREETS.
8. PRIVATE STREETS ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. IN ADDITION TO ANY EASEMENTS SHOWN HEREON, THE FRONT 15 FEET OF ALL LOTS, ADJACENT TO ALL PRIVATE STREETS, IS RESERVED FOR PUBLIC UTILITIES, DRAINAGE STRUCTURES AND/OR STREET EXCAVATION OR EMBANKMENT.
10. EACH LOT IN THIS SUBDIVISION WILL BE SERVED BY WATER TAKEN FROM LAKE TRAVIS (WATER PURCHASED FROM LOWER COLORADO RIVER AUTHORITY) THROUGH A PRIVATE FILTER AND CHLORINATION SYSTEM AND NEED A CONSTRUCTION AGREEMENT FOR WATER PER 13-3-200.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED BY THE LOWER COLORADO RIVER AUTHORITY. EACH AND EVERY INSTALLATION OF A PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM ON EACH LOT LYING WHOLLY WITHIN THE WATER QUALITY ZONE MUST BE LICENSED UNDER THE TERMS OF THE TEXAS DEPARTMENT OF WATER RESOURCES AND THE LOWER COLORADO RIVER AUTHORITY, AND ALL STANDARDS, REQUIREMENTS AND CRITERIA OF THE TEXAS DEPARTMENT OF HEALTH IN EFFECT AT THE TIME OF SUCH APPLICATIONS FOR LICENSES ARE MADE.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
13. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO TRAVIS COUNTY FOR REVIEW.

## TRAVIS COUNTY COMMISSIONERS COURT RESOLUTION

IN APPROVING THIS PLAT BY 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 BUILDINGS 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 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 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 THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., THE COMMISSIONER'S 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 DEBEAUVOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS.

DEPUTY

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\_\_\_\_.

GREG GUERNSEY, ACP, DIRECTOR  
CITY OF AUSTIN PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

## L.C.R.A. NOTES:

1. ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. SHOULD ANY LOT BE PROPOSED FOR A USE OTHER THAN SINGLE FAMILY RESIDENTIAL, AN LRA HLW DEVELOPMENT PERMIT, ITS SUCCESSORS OR ASSIGNS, MAY BE REQUIRED.

WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LRA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.

2. OSSF/WASTEWATER EFFLUENT DISPOSAL FIELD(S) OR IRRIGATION AREA(S) SHALL NOT BE LOCATED WITHIN 10 FEET OF A WATER LINE EASEMENT.

3. IMPERVIOUS COVER ON ALL PROPERTY HEREIN SHALL BE LIMITED IN ACCORDANCE WITH THE RESTRICTIVE COVENANT FILED IN THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, DOCUMENT NO. \_\_\_\_\_.

## L.C.R.A. APPROVAL:

EACH AND EVERY ON-SITE SEWAGE FACILITY INSTALLED WITHIN THIS SUBDIVISION MUST BE PERMITTED, INSPECTED AND LICENSED FOR OPERATION UNDER THOSE TERMS, STANDARDS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND LOWER COLORADO RIVER AUTHORITY AS ARE IN EFFECT AT THE TIME SUCH APPLICATIONS FOR PERMITS AND LICENSES ARE MADE. THESE LOTS MAY REQUIRE PROFESSIONALLY DESIGNED WASTEWATER DISPOSAL SYSTEMS DUE TO TOPOGRAPHICAL, GEOLOGICAL AND WATER WELL CONSIDERATIONS.

LORA OSSF REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY

RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN SAID COUNTY

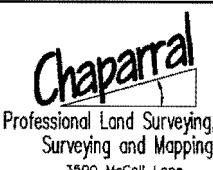
AND STATE, IN DOCUMENT NUMBER \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS,

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE \_\_\_\_ DAY OF \_\_\_\_\_,

20\_\_\_\_ A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

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

 <p>Professional Land Surveying, Inc. Surveying and Mapping</p> <p>3500 McCall Lane Austin, Texas 78744 512-443-1724</p>	PROJECT NO.: 938-001
	DRAWING NO.: 938-001-PL1
	PLAT DATE: 01/23/13
	PLAT SCALE: 1" = 50'
	DRAWN BY: JDB
	SHEET 3 OF 3

## Item 14



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 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 Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a plat for recording: Campos Addition Final Plat (Short Form Final Plat - One Total Lot - Sandeen Road - City of Pflugerville ETJ) in Precinct One.

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

This short form final plat consists of one single family lot on 8.78 acres. There are no public or private streets proposed with this final plat. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$97.00. Fiscal surety is not required for this short form plat. Water service to be provided by Aqua Water Supply Corporation, and wastewater service to be provided by the on-site septic facilities.

### **STAFF RECOMMENDATIONS:**

As this final plat meets all Travis County standards and has been approved by the City of Pflugerville on February 21, 2013, TNR staff recommends approval of the final plat.

### **ISSUES AND OPPORTUNITIES:**

Staff has not received any inquiries from adjacent property owners regarding this proposed subdivision.

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

N/A

### **ATTACHMENTS/EXHIBITS:**

Precinct map

Location map

Proposed final plat

### **REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
------------------	-------------------	-----	----------

Steve Manilla	County Executive	TNR	854-9429

**CC:**

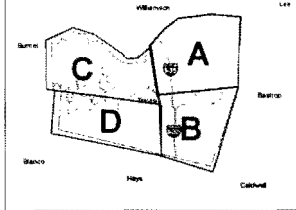

**SM:AB:mh**

**1101 - Development Services - Campos Addition Final Plat**

# Legend

- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- Commissioner Precinct
- Precinct 1
- Precinct 2
- Precinct 3
- City Jurisdiction
- Park

## Travis County Location Map

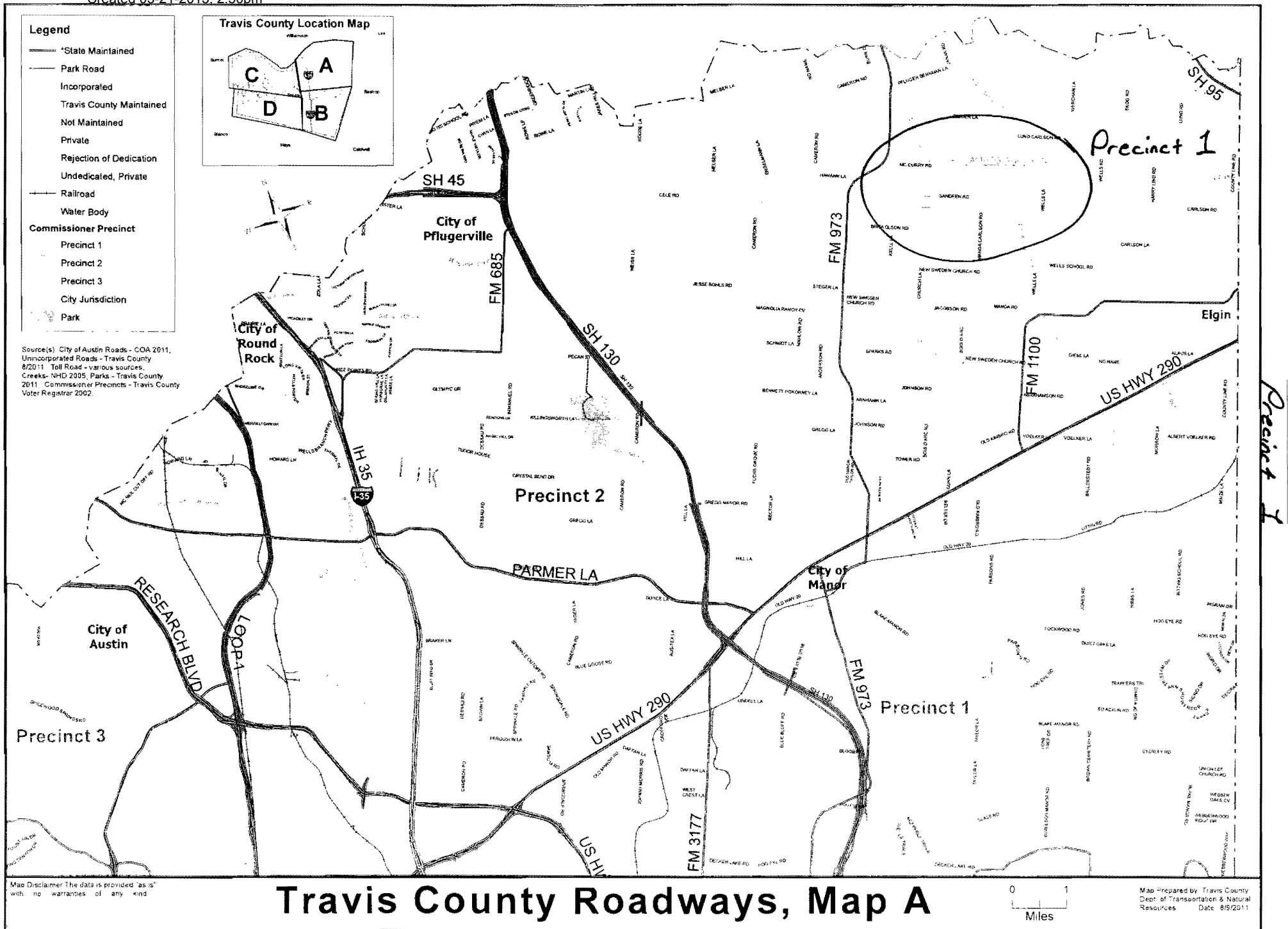


Source(s): City of Austin Roads - COA 2011, Unincorporated Roads - Travis County 8/2011, Toll Road - various sources, Creeks - NHD 2005, Parks - Travis County 2011, Commissioner Precincts - Travis County Voter Registrar 2002.

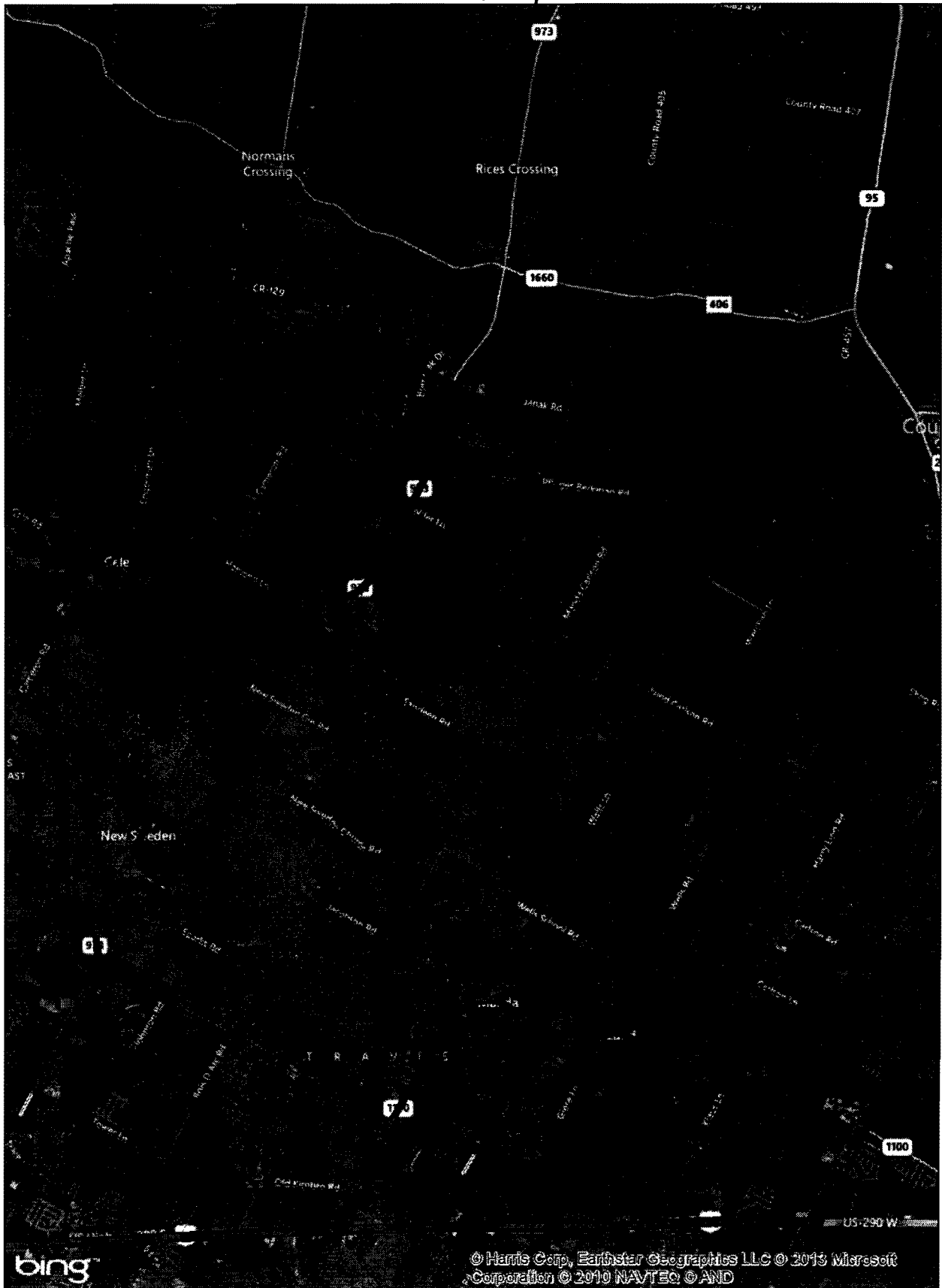
# Travis County Roadways, Map A

0 1  
Miles

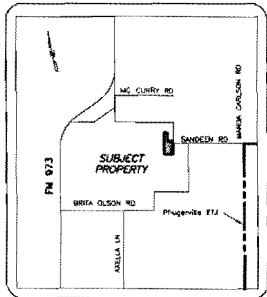
Map Prepared by Travis County  
Dept. of Transportation & Natural  
Resources Date 8/9/2011



## Location Map







VICINITY MAP  
NTS

## 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.

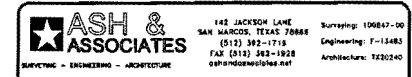
DEPENDING ON STATE LAW AND OTHER FACTORS, LAND  
OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL  
GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE  
OF LAND INSIDE THE CITY LIMITS.

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 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.

FINAL PLAT OF  
CAMPOS ADDITION  
BEING 8.78 ACRES OF LAND  
OUT OF THE  
THOMAS SHARP SURVEY NO. 41, A-745  
TRAVIS COUNTY, TEXAS

OWNER: JAMES & SHANNON CAMPOS  
12929 SANDEEN RD.  
COUPLAND, TX 78615



DRAWN: RMW SCALE: PLOT 1"=100'  
REVIEWED: RHI DATE: 04/25/12  
ASH & ASSOCIATES, L.L.C.

PROJECT No.  
12-4093  
SHEET 1 OF 3

STATE OF TEXAS \*  
COUNTY OF TRAVIS \*  
KNOW ALL MEN BY THESE PRESENTS

THAT JAMES J CAMPOS AND SHANNON CAMPOS, BEING THE OWNERS OF 8.78 ACRES OF LAND OUT OF THE THOMAS SHARP SURVEY NUMBER 41, ABSTRACT 745, TRAVIS COUNTY, TEXAS, BEING CONVEYED BY DEED OF RECORD DATED JUNE 8, 2012 AND DOCUMENT NUMBER 2012093954 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID 8.78 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT TO BE KNOWN AS CAMPOS ADDITION, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013. AD

JAMES CAMPOS  
6809 SABRINA DRIVE  
AUSTIN, TX 78747

SHANNON CAMPOS  
6809 SABRINA DRIVE  
AUSTIN, TX 78747

STATE OF TEXAS \*  
COUNTY OF TRAVIS \*

BEFORE ME, the undersigned authority, on this day personally appeared JAMES AND SHANNON CAMPOS, known to me to be the persons whose name are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2013.

NOTARY PUBLIC  
STATE OF TEXAS

#### COMMISSIONERS COURT RESOLUTION:

In approving this plat by the Commissioners Court of Travis County, Texas, Travis County 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 this tract of land covered by this plat in accordance with plans and specifications prescribed by the commissioners court of Travis County, Texas.

The owners of the subdivision shall construct the subdivision's streets 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 owners must post fiscal security with the county in the amount of the estimated cost of 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 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 DeBeauvoir, Clerk of the County Court, of Travis County, Texas, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, A.D., the Commissioner's 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 \_\_\_\_\_, 2013. AD

Dana DeBeauvoir, Clerk, County Court

Deputy

#### COUNTY STANDARD NOTES.

- County development permit required prior to any site development.
- No objects, including but not limited to, buildings, fences, or landscaping shall be allowed in a drainage easement except as approved by Travis County.
- Property owner or his/her assigns shall provide for access to the drainage easement as may be necessary and shall not prohibit access by Travis County for inspection or maintenance of said easement.
- All drainage easements on private property shall be maintained by the owner or his/her assigns.
- No driveway shall be constructed closer than 50 feet to the edge of pavement of an intersecting local or collector.
- No structure in the subdivision shall be occupied until connected to a water system approved by the Texas State Department of Public Health or on approved on-site well.
- Water shall be provided by individual on-site wells. Wastewater will be provided by on-site sewage facilities.

#### RAINWATER NOTES:

- Potable water for the subdivision will be derived from systems, devices, or opportunities other than groundwater (such as rainwater harvesting/collection systems)(the "water supply systems"), which the developer shall install for each residence and which have been certified by the developer to be designed and constructed in accordance with best management practices. In the event the water supply systems fail to provide an adequate supply of potable water, each property owner in the subdivision shall be required to arrange for the transportation and delivery of supplemental water supply by other means. In the event the Lower Colorado River Authority (LCRA), in the future, provides infrastructure facilitating the connection of the subdivision lots to an LCRA water line, the property owners in the subdivision may elect to arrange for such connection with the LCRA.
- Travis County has not adopted policies, procedures, rules, or regulations relating to the design, construction, installation, inspection, operation, or maintenance of rainwater harvesting/collection systems, or of other devices or opportunities having similar function.

- The property owners in the subdivision shall not rely on Travis County to inspect, certify, approve, or maintain the water supply system.
- Travis County has no enforcement authority with respect to the adequacy, functionality, integrity, or reliability of the water supply systems, and the property owners in the subdivision shall not seek to obtain any such enforcement action from or by Travis County.

- Approval of the plat by Travis County is not intended to serve, and shall not serve, as precedent for future approvals by Travis County of subdivision plats that designate non-groundwater water supply systems as the primary source of potable water.
- The developer and property owners in the subdivision agree to and shall release, waive, discharge and covenant not to sue Travis County or its officers, agents or employees for any personal injury, death or property damage that may occur in connection with: (A) the design, construction, installation, operation or maintenance of the water supply systems, or (B) the adequacy, functionality, integrity or reliability of the water supply systems.

- The developer and property owners in the subdivision agree to and shall indemnify, save and hold harmless Travis County and its officers, employees and agents against any and all losses, claims, judgments, awards and costs, and liability of every kind, including legal fees and expenses arising out of or in connection with the water supply systems.

- In the event Travis County adopts rules, regulations, policies and/or procedures governing: (A) the design, construction, installation, operation or maintenance of rainwater harvesting/collection systems, or all other devices or opportunities having a similar function; or (B) the adequacy, functionality, integrity or reliability of rainwater harvesting/collection systems, or of other devices or opportunities having a similar function, and Travis County determines that an existing water supply system is not in compliance with, or fails to conform to, any such rule, regulation, policy or procedure, the individual property owners in the subdivision agree to and shall, within the time period established by Travis County, upgrade, retrofit or otherwise modify their water supply systems to cause the same to comply with, and conform to, such rule, regulation, policy or procedure.

#### TRAVIS COUNTY ONSITE WASTEWATER PLAT NOTES

The following notes shall apply if any portion of an on-site wastewater (septic) system is located within Travis County.

- No structure in this subdivision shall be occupied until connected to a public sewer system or a private on-site wastewater (septic) system that has been approved and licensed for operation by the Travis County On-Site Wastewater Program.
- No 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 100 feet of a public well.
- No construction may begin on any lot in this subdivision until plans for the private on-site sewage disposal system are approved by the Travis County On-Site Wastewater Program.
- Development on each lot in this shall be in compliance with the minimum requirements of the Texas Administrative Code Chapter 265 and Chapter 48 of the Travis County Code that are in effect at the time of construction.
- These restrictions are enforceable by the Travis County On-Site Wastewater Program.

Stacey Scherff, Program Manager  
On-Site Wastewater, Travis County TNR

#### PLAT INFORMATION

Total area: 8.78 Acres	Number of Lots Over 10 Acres: 0
Total number of Lots: 1	Number of Lots 5-10 Acres: 1
Number of Residential Lots: 1	Number of Lots 2-5 Acres: 0
Number of Commercial Lots: 0	Number of Lots 1-2 Acres: 0
Average Size of Lots: 8.78 Acres	Number of Lots Less than 1 Acres: 0

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the Planning and Zoning Commission of the City of Pflugerville, Texas on behalf of the City.

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

This Plat Reflects the Approval Granted By The Planning And Zoning Commission on the Date indicated above.

By: \_\_\_\_\_  
Planning Director

ATTEST

City Secretary

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 \_\_\_\_\_, 2013 A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., PLAT RECORDS OF SAID COUNTY AND STATE AS DOCUMENT NUMBER \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013. A.D.

DEPUTY, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

- This plat lies within the City of Pflugerville. ETJ
- No objects including but not limited to buildings, fences, or landscaping shall be allowed in a drainage easement.
- The property owner shall provide access to the drainage and utility easements as may be necessary and shall not prohibit access for inspection, operation, and maintenance.
- All drainage easements on private property shall be maintained by the property owner or his/her assigns.
- UTILITY INFORMATION  
Water: Public water Supply - Aqua Texas  
Sewer: Individual On-Site Sewage Facility  
Electric: Amigo Energy
- Streetslights shall be installed and operational by the subdivider with public improvements per all City of Pflugerville standards. A street lighting plan shall be approved by the applicable electric utility provider as well as the City of Pflugerville.
- All (new) telephone and cable television utility lines and all electric utility lateral and service lines and wires shall be placed underground, except as otherwise herein provided.
- Where existing overhead electrical service exists, electric utility service lines for street or site lighting shall be placed underground.
- All electrical, cable television, and telephone support equipment (transformers, amplifiers, switching devices, etc.) underground installations in subdivisions shall be pad mounted or placed underground in a public utility easement rather than a right-of-way.
- A 10-ft PUE shall be dedicated along all street frontage.
- No structural improvements shall be permitted within the right of way or within 25 feet of the right of way boundary.

This subdivision is subject to all City of Pflugerville ordinances related to Tree Preservation including but not limited to Subchapter 12 of the United Development

**FINAL PLAT OF  
CAMPOS ADDITION  
BEING 8.78 ACRES OF LAND  
OUT OF THE  
THOMAS SHARP SURVEY NO. 41, A-745  
TRAVIS COUNTY, TEXAS**

OWNER: JAMES & SHANNON CAMPOS  
12929 SANDEN RD  
COUPLAND, TX 78615

**ASH &  
ASSOCIATES**  
SURVEYING • ENGINEERING • ARCHITECTURE

142 JACKSON LANE  
SAN MARCOS, TEXAS 78666  
(512) 392-1718  
FAX (512) 392-1928  
csh@ashassociates.net

Surveying: 100647-00

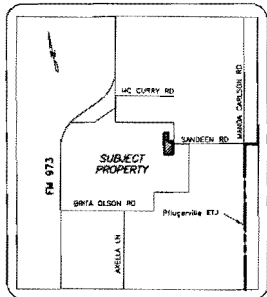
Engineering: E-13483

Architecture: TX20240

DRAWN: RMM  
REVIEWED: RMM  
DATE: 09/04/12  
ASH & ASSOCIATES, L.L.C.

PROJECT NO.  
12-4093

SHEET 2 OF 3

VICINITY MAP  
NTS

STATE OF TEXAS.

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS:

That I, Richard H. Taylor do hereby certify that I prepared this plot from an actual and accurate on-the-ground survey of the land, and that all corner monuments shown thereon were properly placed under my personal supervision, in accordance with ALL City of Pflugerville, Texas CODES AND ORDINANCES and that all known easements within the boundary of the plot are shown hereon.

Richard H. Taylor  
Registered Professional Land Surveyor No. 3986

No portion of this tract is within the boundaries of the 100-year flood plain of any waterway that is within the limits of study of the Federal Flood Insurance Administration, FIRM Panel No. 48453C0315H, Dated September 28, 2008, for Travis County, Texas.

David Scott Rotcliff, P.E.  
Registered Professional Engineer No. 97351

- LEGEND**
- IRON PIPE FOUND
  - IRON ROD FOUND
  - IRON ROD SET
  - △ PK FOUND
  - ⊕ FIRE HYDRANT
  - ⊕ WATER METER
  - ⊕ WATER VALVE
  - ⊕ POWER POLE
  - WOOD FENCE
  - CHAIN LINK FENCE
  - WIRE FENCE
  - OVERHEAD ELEC. LINE
  - DOWN GUY
  - P.U.E. PUBLIC UTILITY EASEMENT
  - D.E. DRAINAGE ESMT
  - B.L. BUILDING LINE
  - (R/S - DIST.) RECORD CALL

Owner/Subdivider: JAMES & SHANNON CAMPOS  
12929 SANDEEN RD  
COUPLAND, TEXAS 78615

Engineer/SURVEYOR: ASH & ASSOCIATES  
142 JACKSON LANE  
SAN MARCOS, TEXAS 78666

Legal Description: 8.78 ACRES OUT OF THE THOMAS SHARP SURVEY NO. 41, A-745, TRAVIS COUNTY, TEXAS

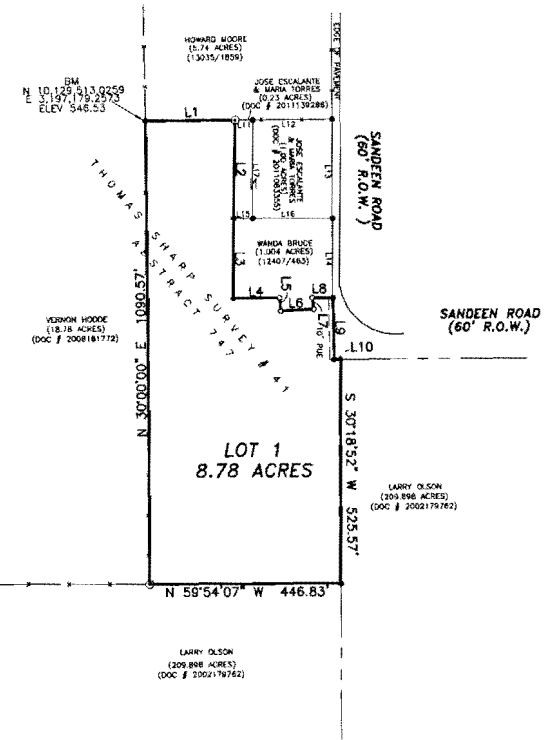
Benchmarks: EAST LOT CORNER  
ELEV 546.53  
N 10,129,513.0259  
E 3,197,179.2573

Total Number of Blocks: 1

Total Number of Lots: 1

Total Acreage: 8.78

LINE	BEARING	DISTANCE
L1	S 60°09'05" E	209.32'
	(S 60°09'30" E)	(209.32')
L2	S 31°21'53" W	232.17'
	(S 31°20'52" W)	(232.34')
L3	S 30°53'59" W	168.92'
	(S 31°03'17" W)	(168.15')
L4	S 60°07'26" E	108.37'
	(S 59°45'01" E)	(108.73')
L5	S 25°13'16" W	30.67'
	(S 25°12'44" W)	(30.67')
L6	S 62°49'59" E	77.15'
	(S 62°50'30" E)	(77.15')
L7	N 23°41'35" E	26.57'
	(N 23°41'04" E)	(26.57')
L8	S 59°44'30" E	48.03'
	(S 59°45'01" E)	(48.03')
L9	S 29°40'19" W	145.45'
	(S 29°39'48" W)	(145.34')
L10	S 61°16'23" E	14.96'
	(S 61°14'00" E)	(15.00')
L11	S 60°22'37" E	41.28'
	(S 60°16'04" E)	(41.06')
L12	S 60°07'06" E	186.15'
	(S 60°10'04" E)	(186.38')
L13	S 30°25'39" W	132.36'
	(S 30°27'48" W)	(234.72')
L14	S 30°18'26" W	187.32'
L15	N 59°28'42" W	44.75'
	(N 59°33'39" W)	(44.65')
L16	N 59°34'26" W	186.39'
	(N 59°33'39" W)	(186.37')
L17	N 30°30'19" E	232.79'
	(N 30°27'48" E)	(232.74')



**FINAL PLAT OF  
CAMPOS ADDITION  
BEING 8.78 ACRES OF LAND  
OUT OF THE  
THOMAS SHARP SURVEY NO. 41, A-745  
TRAVIS COUNTY, TEXAS**

0 100' 200' 400'  
GRAPHIC SCALE: 1" = 200'

OWNER: JAMES & SHANNON CAMPOS  
12929 SANDEEN RD.  
COUPLAND, TX 78615



**ASH &  
ASSOCIATES**  
SURVEYING - ENGINEERING - ARCHITECTURE

142 JACKSON LANE  
SAN MARCOS, TEXAS 78666  
(512) 382-1718  
FAX (512) 382-1938  
ash@ashassociates.net

DRAWN: RMM SCALE: PLOT 1"=200'  
REVIEWED: JMM DATE: 09/04/12  
ASH & ASSOCIATES, L.L.C.

PROJECT No.  
12-4093  
SHEET 3 OF 3

**Item 15****Travis County Commissioners Court Agenda Request****Meeting Date:** March 26, 2013**Prepared By:** Tim Pautsch **Phone #:** 854-7689**Division Director/Manager:** Anna Bowlin - Division Director Development Services Long Range Planning *ANR***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 Cash Security Agreement with Highland Homes, LTD-Austin., for sidewalk fiscal for West Cypress Hills Phase 1 Section 4A for Lot 44 Block A, in Precinct Three

**BACKGROUND/SUMMARY OF REQUEST:**

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

**STAFF RECOMMENDATIONS:**

Highland Homes, LTD-Austin., proposed to use this Cash Security Agreement, as follows: Phase 1 Section 4A for Lot 44 Block A, \$950.04, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

**ISSUES AND OPPORTUNITIES:**

None

**FISCAL IMPACT AND SOURCE OF FUNDING:**

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

**ATTACHMENTS/EXHIBITS:**

Cash Security Agreement, Map of lot.

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	854-7561
Stacey Scheffel (55)	Permits Program Manager Floodplain	TNR	854-7565

	Administrator		

**CC:**

Tim Pautsch	Engineering Specialist	TNR	854-7689

: :

**1101 - Development Services Long Range Planning - West Cypress Hills Ph 1 Sec 4A**



§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 950.04 ADDRESS: 21925 Rock Wren Rd.

SUBDIVISION: West Cypress Hills  
LOT: 44 BLOCK: A SECT.: 4A

DATE OF POSTING: 2/27/13 ~~16~~

EXPIRATION DATE: Three Years, or more from Date of Posting

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

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

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

Cash Security Agreement - Sidewalks  
Page 2

**DEVELOPER/BUILDER**

BY: Amy Brooks

PRINT: Amy Brooks

TITLE: Office Administrator

PHONE: 512-834-8429 x108

**COMPANY NAME & ADDRESS**

Highland Homes Ltd. - Austin

4201 W.Parmer Ln.,Bldg B, Ste, 180

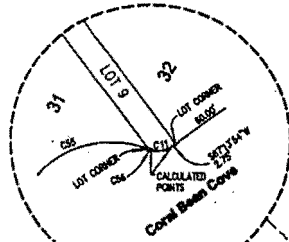
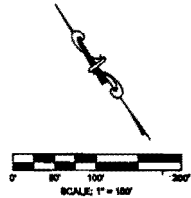
Austin, Texas 78727

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

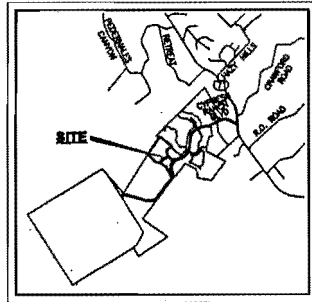
\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
Date

201100162



DETAIL



LEGEND

- CONCRETE MONUMENT SET
- IRON ROD FOUND (AS NOTED)
- IRON ROD WITH CAP FOUND (AS IDENTIFIED)
- COTTON SPINDLE FOUND
- IRON ROD WITH CAP STAMPED "AST" SET
- △ CALCULATED POINT
- ..... SIDEWALK LOCATION
- S.E. SLOPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.W.S.E. VARIABLE WIDTH SLOPE EASEMENT
- OPRTCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS

42  
UTILITY, DRAINAGE  
& AMENITY  
LOT  
A REMAINDER OF  
88.189 ACRES TRACT  
CYPRESS RANCH, LTD.  
Doc. No. 2002048890  
N72°54'17"E  
84.64'

41  
UTILITY, DRAINAGE, WATER  
QUALITY BMP &  
AMENITY LOT

BLOCK A

CITY OF AUSTIN LAND INFORMATION SERVICES  
ADDRESSED BY gmc DATE 11/22/11  
GRID WS30 PLAT 14034  
ADDRESS QUESTIONS, CALL 512-490-2797

Lot 46, Block 4  
Utility & Amenity Lot  
West Cypress Hills  
Phase One, Section One  
Doc. No. 200400094  
O.P.R.T.C.T.

Portion of West Cypress Hills  
Phase One, Section One  
Doc. No. 200400094  
O.P.R.T.C.T.  
(To Be Abandoned)

41  
UTILITY, DRAINAGE, WATER  
QUALITY BMP &  
AMENITY LOT

BLOCK C

PORTION OF A  
345.80 ACRES TRACT  
CYPRESS RANCH, LTD.  
Doc. No. 2002048894

ROUND TREE SURVEY NO. 68 ABST. NO. 2500  
AR ABST. NO. 2500

SEE SHEET 3 OF 3 FOR CONTINUATION

TEXAS  
ENGINEERING  
SOLUTIONS

AUSTIN SPATIAL TECHNOLOGIES, L.L.C.  
11000 N. MOPAC EXPRESSWAY, SUITE 100  
AUSTIN, TEXAS 78758  
512-490-2797

TRAVIS COUNTY, TEXAS	
SURVEY DATE:	MARCH, 2011
SURVEYOR:	PAUL C. SAUVE, RPLS/2513
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1108
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD
PLOT DATE:	

## WEST CYPRESS HILLS PHASE ONE, SECTION 4A



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 2013

**Prepared By:** Tim Pautsch **Phone #:** 854-7689

**3/15/13 Division Director/Manager:** Anna Bowlin - Division Director Development Services Long Range Planning **AD**

**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 Cash Security Agreement with Highland Homes, LTD-Austin., for sidewalk fiscal for West Cypress Hills Phase 1 Section 4A for Lot 28 Block C, in Precinct Three

## BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

## STAFF RECOMMENDATIONS:

Highland Homes, LTD-Austin., proposed to use this Cash Security Agreement, as follows: Phase 1 Section 4A for Lot 28 Block C, \$474.36, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

## ISSUES AND OPPORTUNITIES:

None

## FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

## ATTACHMENTS/EXHIBITS:

Cash Security Agreement, Map of lot.

## REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	854-7561
Stacey Scheffel (SS)	Permits Program Manager Floodplain	TNR	854-7565

	Administrator		

**CC:**

Tim Pautsch	Engineering Specialist	TNR	854-7689

⋮  
**1101 - Development Services Long Range Planning - West Cypress Hills Ph 1 Sec 4A**

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 474.36 ADDRESS: 5425 Coral Bean CV.

SUBDIVISION: West Cypress Hills  
LOT: 28 BLOCK: C SECT.: 4A

DATE OF POSTING: 3/4/13

EXPIRATION DATE: Three Years, or more from Date of Posting

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

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

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



Cash Security Agreement - Sidewalks  
Page 2

**DEVELOPER/BUILDER**

BY: 

PRINT: Amy Brooks

TITLE: Office Administrator

PHONE: 512-834-8429 x108

**COMPANY NAME & ADDRESS**

Highland Homes Ltd. - Austin

4201 W.Parmer Ln., Bldg B, Ste, 180

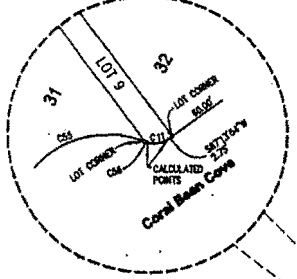
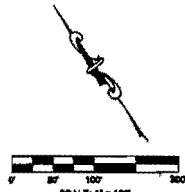
Austin, Texas 78727

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

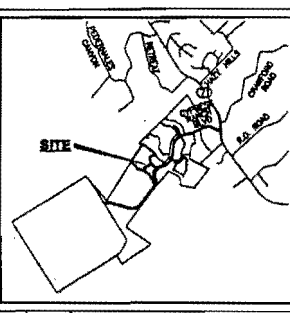
\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
Date

20110016P



DETAIL



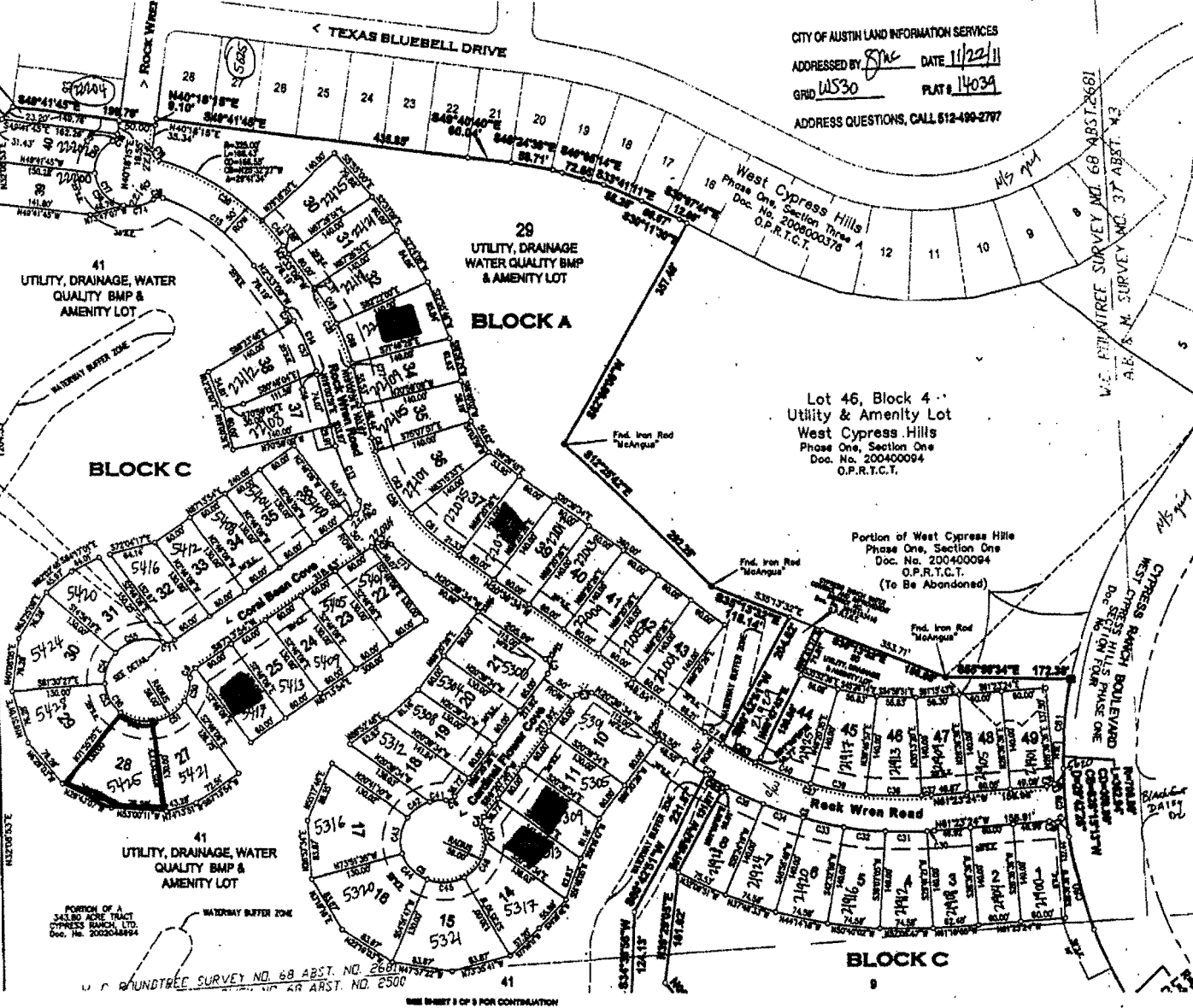
LOCATION MAP

LEGEND

- CONCRETE MONUMENT SET
- IRON ROD FOUND (AS NOTED)
- IRON ROD WITH CAP FOUND (AS IDENTIFIED)
- ★ COTTON SPINDLE FOUND
- IRON ROD WITH CAP STAMPED "AST" SET
- △ CALCULATED POINT
- SIDEWALK LOCATION
- S.E. SLOPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.W.S.E. VARIABLE WIDTH SLOPE EASEMENT
- OPRTCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS

TRACT 1 - 1136 ACRES  
TRAVIS COUNTY, TEXAS  
DOC. NO. 200204894  
O.P.R.T.C.T.

42  
UTILITY, DRAINAGE  
& AMENITY  
LOT  
A REMAINDER OF  
66.188 ACRES TRACT  
CYPRESS RANCH, LTD.  
DOC. NO. 200204894  
N72°54'17"E  
54.84'



CITY OF AUSTIN LAND INFORMATION SERVICES  
ADDRESSED BY: SHC DATE: 11/22/11  
GRID: W530 PLAT: 14039  
ADDRESS QUESTIONS, CALL 512-498-2797

Lot 46, Block 4  
Utility & Amenity Lot  
West Cypress Hills  
Phase One, Section One  
Doc. No. 200400094  
O.P.R.T.C.T.

Portion of West Cypress Hills  
Phase One, Section One  
Doc. No. 200400094  
O.P.R.T.C.T.  
(To Be Abandoned)

PORTION OF A  
341.80 ACRES TRACT  
CYPRESS RANCH, LTD.  
DOC. NO. 200204894

BRANDTREE SURVEY NO. 68 ABST. NO. 2681  
MAY 19 1972

SEE SHEET 3 OF 3 FOR CONTINUATION

TEXAS  
ENGINEERING  
SOLUTIONS

1108  
AUSTIN SPATIAL TECHNOLOGIES, L.L.C.

TRAVIS COUNTY, TEXAS	
SURVEY DATE:	MARCH, 2011
SURVEYOR:	PAUL C. SAUM, RPLS# 2518
TECHNICAL:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1108
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD
PLOT DATE:	

## WEST CYPRESS HILLS PHASE ONE, SECTION 4A





## Item 17

# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 2013

**Prepared By:** Joe Arriaga **Phone #:** 854-7562

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

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

**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 in Precinct Three:

- A) A plat for recording: Bella Colinas, Section 1 - Final Plat (Bella Colinas, Section 1 - Final Plat - 81 single family lots; 1 amenity lot, 5 landscape lots, and 1 private park lot - State Highway 71 - City of Bee Cave ETJ); and
- B) A Subdivision Construction Ageement for Bella Colinas, Section 1.

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

A) This final plat consists of 88 total lots (81 single family residential lots) on 30.56 acres. There are 6,203 linear feet of public streets proposed with this final plat. Water wastewater will be provided by the West Travis County Public Utility Agency. Parkland requirements have been satisfied with the City of Bee Cave as per an agreement. The closest park is located in the City of Bee Cave ETJ. It is part of an approved preliminary plan known as Masonwood Preliminary Plan that was approved by Court on June 6, 2012. Also, the applicant has entered into a Phasing Agreement and has agreed to the following: 1) The dedication of right-of-way, posting of fiscal, and construction of Vail Divide on Lake Travis ISD-owned property from SH 71 to the subdivision's eastern boundary; 2) The posting of fiscal and construction of a private drive providing secondary access to commercial lots fronting on SH 71; 3) The construction of right turn deceleration lanes and acceleration lanes on SH 71, in coordination with TxDOT, for the connection of Vail Divide, Del Mar Drive, and two driveways on SH 71; and 4) At the time of platting the first residential lot, the construction of an emergency access drive that connects to Hamilton Pool Road.

B) The applicant, Meritage Home of Texas, LLP. wishes to enter into a standard subdivision construction agreement with Travis County.

### **STAFF RECOMMENDATIONS:**

As this final plat and agreement meet all Travis County standards and has been approved by the City of Bee Cave and, baring any new information, TNR staff recommends approval.

**ISSUES AND OPPORTUNITIES:**

Staff has not received any inquiries from anyone concerning this final plat.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**EXHIBITS/ATTACHMENTS:**

Location map

Precinct map

Proposed final plat

Subdivision Construction Agreements

**REQUIRED AUTHORIZATIONS:**

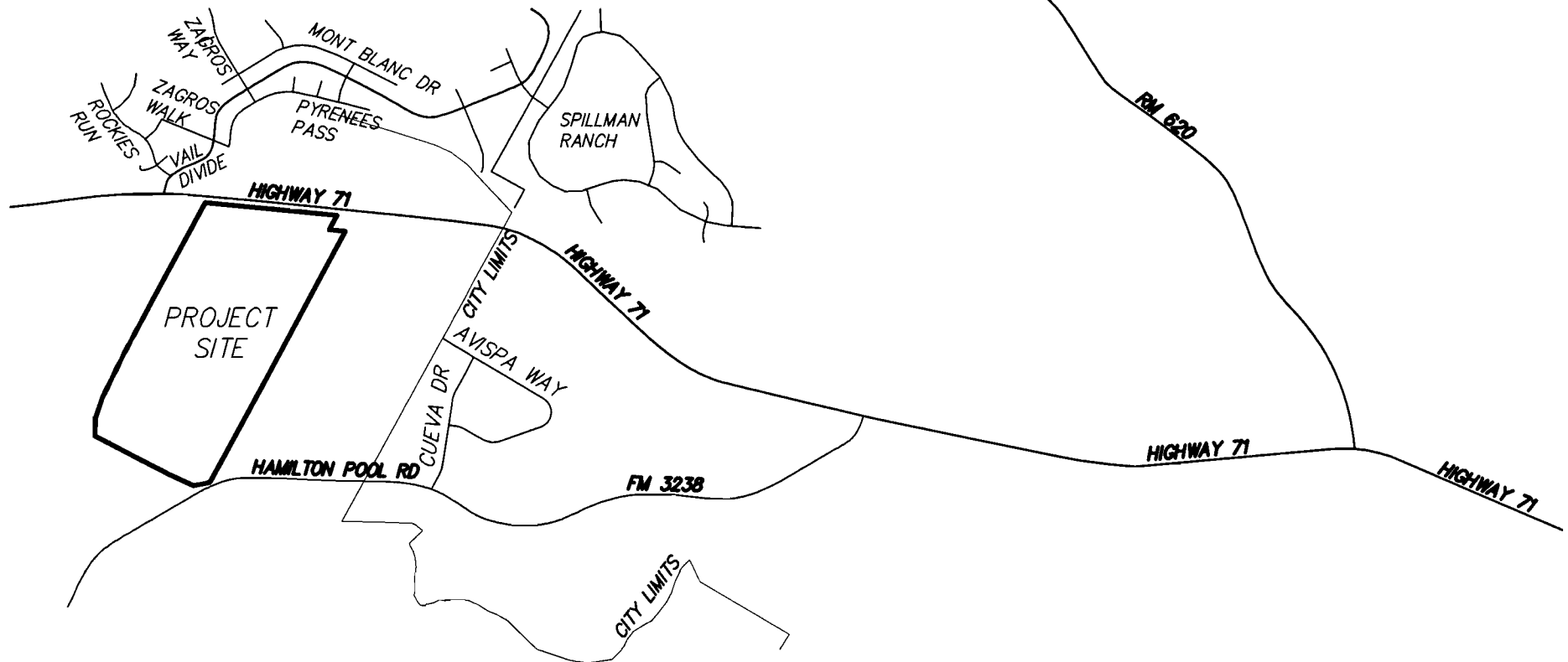
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


**SM:AB:ja**

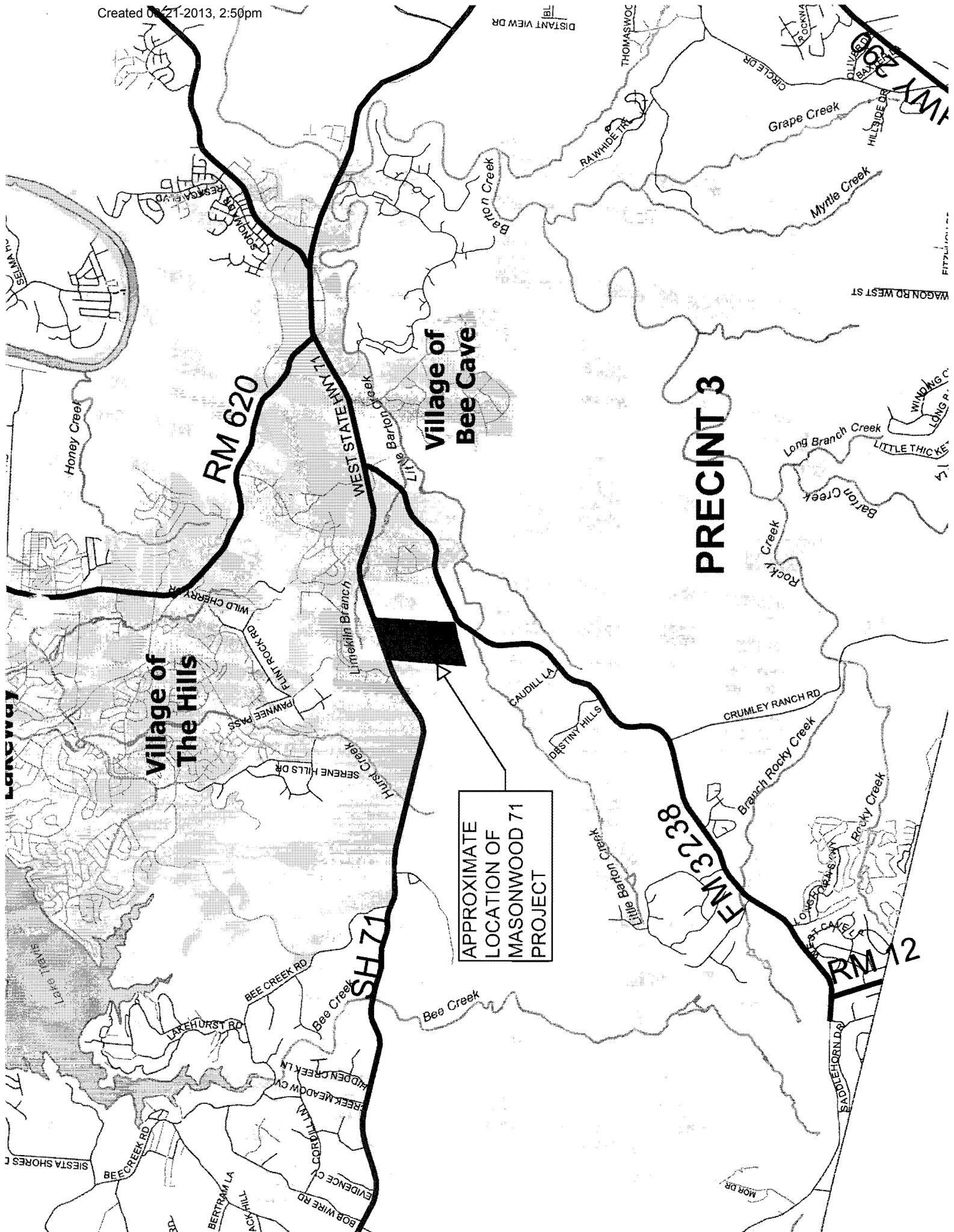
**1101 - Development Services Long Range Planning-**

## 4

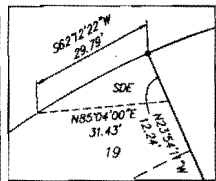


1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

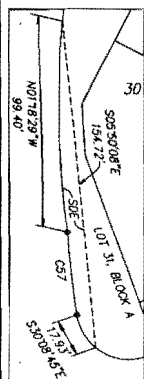




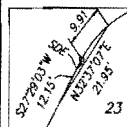
# PLAT OF **BELLA COLINAS SECTION 1** TRAVIS COUNTY, TEXAS

 SCALE: 1"=100'  
 0 100' 200' 300' 400'
 
 THIS PLAT  
 SHEET 2  
 SHEET 3
 

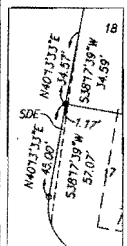
DETAIL A



DETAIL B



DETAIL C



DETAIL D



DETAIL E

HIGHWAY 71

 20' WATER LINE EASEMENT TO  
 LAZY NINE MUNICIPAL UTILITY DISTRICT  
 DOC No. 2006051499  
 20' UTILITY EASEMENT TO "THE PUBLIC"  
 DOC No. 2003132991
 
 MASONWOOD 71, LTD.  
 REMAINDER OF 69.22 ACRES  
 DOC NO. 2011172122
 
 70' ACCESS EASEMENT  
 DOC No. 2011172123
 
 70' ACCESS EASEMENT  
 DOC No. 2011172123
 
 MERITAGE HOMES OF TEXAS, LLC  
 117.35 ACRES  
 DOC NO. 2011172383
 
 MERITAGE HOMES OF TEXAS, LLC  
 117.35 ACRES  
 DOC NO. 2011172383
 
**LEGEND:**

- = FOUND CONCRETE MONUMENT
- = FOUND 1/2" IRON ROD (IRF)
- = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- PUE = PUBLIC UTILITY EASEMENT
- SDE = SIGHT DISTANCE EASEMENT
- DE = DRAINAGE EASEMENT
- BL = BUILDING SETBACK LINE
- LS = LANDSCAPE
- = SIDEWALK REQUIRED
- (A) = BLOCK NAME

BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

 BUILDING SETBACKS:  
 FRONT: 25'  
 STREET SIDE: 15'  
 SIDE: 5'  
 REAR: 10'
 
 SITE DATA:  
 81 SINGLE FAMILY LOTS  
 1 HOMEOWNER AMENITY LOT  
 5 LANDSCAPE LOTS  
 1 PARK LOT
 
 LOT COUNT BY SIZE:  
 60' x 120' 33  
 70' x 120' 25  
 80' x 120' 23
 

DATE: AUG. 27, 2012

SCALE: 1" = 100'

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
 (512) 836-4793 FAX: (512) 836-4817 F-9784
 
**RJ SURVEYING & ASSOCIATES, INC.**  
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
 (512) 836-4793 FAX: (512) 836-4817

# PLAT OF BELLA COLINAS SECTION 1 TRAVIS COUNTY, TEXAS

 SCALE: 1"=100'  

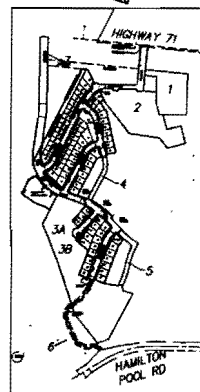
CURVE	LENGTH	RADIUS	DELTA	CHORD BEING	CHORD
C1	56.16	50.00	64.21°31'	S85°31'33"E	53.26
C2	21.24	25.00	48.40°02'	S77°40'49"E	20.60
C3	53.79	225.00	1°34'48"	N84°50'04"E	53.66
C4	37.63	25.00	86°14'52"	N48°33'32"E	34.18
C5	54.55	563.79	5°31'28"	S05°51'35"W	54.53
C6	35.13	25.00	80°31'11"	N48°03'26"W	32.31
C7	39.27	25.00	90°00'00"	S46°40'58"W	35.36
C8	39.27	25.00	90°00'00"	N43°19'02"W	35.36
C9	75.12	175.00	24°35'37"	S79°23'10"W	74.54
C10	35.34	25.00	81°00'00"	S02°28'28"E	32.47
C11	41.45	25.00	95°00'00"	S89°31'32"W	36.86
C12	175.87	60.00	16°56'40"	N08°58'15"E	119.34
C13	19.68	25.00	45°05'57"	N70°24'37"E	19.17
C14	42.36	25.00	97°05'00"	N09°13'55"W	37.47
C15	172.62	770.00	12°50'41"	N64°11'45"W	172.26
C16	59.18	500.00	6°46'54"	N67°13'39"W	59.15
C17	98.64	134.00	42°10'39"	N48°26'20"E	96.43
C18	34.30	25.00	78°37'04"	N71°09'49"W	31.68
C19	112.33	50.00	128°43'02"	N62°17'41"E	90.15
C20	56.16	50.00	64°21'31"	N30°06'36"E	53.26
C21	21.24	25.00	48.40°02'	N22°16'11"E	20.60
C22	13.45	25.00	30°48'57"	N12°03'38"E	13.28
C23	7.79	25.00	17°51'05"	N37°40'40"E	7.76
C24	157.17	175.00	51°27'25"	N65°57'16"E	151.94
C25	82.05	175.00	26°51'48"	N53°39'27"E	81.30
C26	94.46	424.77	12°44'30"	N33°51'18"E	94.27
C27	56.68	424.77	7°38'36"	N36°24'15"E	56.62
C28	37.80	424.77	5°05'54"	N30°02'00"E	37.78
C29	44.83	25.00	102°44'30"	N78°51'18"E	39.06
C30	39.27	25.00	90°00'00"	N04°45'27"W	35.36
C31	147.18	225.00	37°28'44"	N31°02'05"W	144.57
C32	17.78	225.00	4°31'43"	N47°30'35"W	17.78
C33	60.34	225.00	15°21'52"	N37°33'48"W	60.15
C34	62.96	225.00	16°01'56"	N21°51'55"W	62.75
C35	6.10	225.00	1°33'14"	N13°04'20"W	6.10
C36	114.47	175.00	37°28'44"	N31°02'05"W	112.44
C37	37.09	25.00	85°00'00"	N30°12'17"E	33.78
C38	41.45	25.00	95°00'00"	N59°47'43"W	36.86
C39	174.45	225.00	44°25'22"	N50°29'37"E	170.11
C40	12.55	225.00	3°11'45"	N71°06'28"E	12.55
C41	63.00	225.00	16°02'34"	N61°29'15"E	62.79
C42	63.00	225.00	16°02'34"	N45°26'41"E	62.79
C43	35.90	225.00	9°08'28"	N32°51'10"E	35.86
C44	135.68	175.00	44°25'22"	N50°29'37"E	132.31
C45	114.35	175.00	37°28'44"	N31°02'05"E	112.33
C46	21.33	175.00	6°59'00"	N31°46'26"E	21.32
C47	37.67	25.00	86°19'58"	N71°26'54"E	34.21
C48	43.15	25.00	98°54'02"	N21°10'05"W	37.99
C49	31.45	25.00	72°04'18"	N34°34'57"W	29.41
C50	11.71	25.00	26°49'43"	N14°52'04"E	11.60
C51	215.39	440.00	28°02'52"	N51°21'42"W	213.25
C52	75.46	430.42	10°02'40"	N28°21'22"W	75.36
C53	40.52	25.00	92°51'41"	N23°05'49"E	36.23
C54	44.22	25.00	101°20'45"	N59°47'56"W	38.68
C55	37.09	25.00	85°00'00"	N00°28'28"W	33.78
C56	275.29	500.00	31°32'44"	N06°50'44"W	271.82
C57	39.30	430.42	51°15'4"	N06°30'37"W	38.29
C58	132.02	424.00	17°50'22"	N00°52'48"E	131.48
C59	113.74	155.00	42°02'37"	N48°30'21"E	111.20
C60	150.43	205.00	42°02'37"	N48°30'21"E	147.08
C61	64.03	205.00	17°53'46"	N80°34'47"E	63.77
C62	51.43	205.00	14°22'27"	N44°26'40"E	51.29
C63	34.97	205.00	9°46'24"	N32°22'15"E	34.93
C64	28.70	25.00	65°46'39"	N79°29'33"E	27.15
C65	38.92	25.00	89°11'20"	N18°18'44"W	35.10
C66	197.94	830.00	1°33'49"	S54°04'30"E	197.47
C67	41.33	25.00	94°43'53"	S85°23'28"W	36.78
C68	190.16	530.00	20°33'27"	N31°44'49"E	189.14
C69	52.90	530.00	54°30'9"	N39°09'58"E	52.88
C70	76.40	530.00	81°53'2"	N32°10'37"E	76.33
C71	60.86	530.00	63°44'6"	N21°44'28"E	60.83
C72	168.63	470.00	20°33'27"	N31°44'49"E	167.73
C73	87.32	470.00	10°38'59"	N36°42'17"E	87.19
C74	81.32	470.00	9°54'48"	N26°25'28"E	81.22
C75	95.29	770.00	7°05'25"	N46°31'11"W	95.23
C76	39.54	25.00	90°37'31"	N84°12'21"E	35.55
C77	25.96	25.00	59°20'02"	N79°48'22"W	24.81
C78	13.59	25.00	31°08'24"	N54°52'47"E	13.42
C79	157.40	1054.64	8°13'03"	N43°35'07"E	157.25
C80	68.82	1054.64	344°19"	N41°10'45"E	68.81
C81	80.45	1054.64	4°22'14"	N45°14'02"E	80.43
C82	8.13	1054.64	0°26'30"	N47°38'24"E	8.13
C83	149.93	1004.64	8°13'03"	N43°35'07"E	149.79
C84	80.08	1004.64	4°34'02"	N41°35'37"E	80.06
C85	69.85	1004.64	3°59'01"	N45°52'08"E	69.83
C86	300.57	60.00	28°07'16"	N50°33'11"W	271.36
C87	53.37	60.00	50°57'45"	N11°24'52"E	51.63
C88	71.33	60.00	68°07'11"	N70°57'20"E	67.21
C89	27.02	25.00	61°55'39"	N16°53'49"E	25.72
C90	43.46	830.00	2°59'59"	N69°07'06"W	43.45
C91	25.04	225.00	6°22'39"	N43°24'53"E	25.03
C92	180.37	499.81	20°40'35"	N21°30'58"W	179.39
C93	243.33	499.81	22°53'41"	N25°07'31"W	240.94
C94	216.11	500.00	24°45'50"	N51°27'17"W	214.43
C95	62.97	499.81	71°13'06"	N35°27'48"W	62.93

 BUILDING SETBACKS:  
 FRONT: 25'  
 STREET SIDE: 15'  
 SIDE: 5'  
 REAR: 10'
 

## LEGEND:

- = FOUND CONCRETE MONUMENT
- = FOUND 1/2" IRON ROD (IRF)
- = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- PUE = PUBLIC UTILITY EASEMENT
- SDE = SIGHT DISTANCE EASEMENT
- DE = DRAINAGE EASEMENT
- BL = BUILDING SETBACK LINE
- LS = LANDSCAPE
- = SIDEWALK REQUIRED
- (A) = BLOCK NAME

BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

 THIS PLAT  
 SHEET 2  
 SHEET 3
 

## KEY MAP SHOWING OFFSITE EASEMENTS

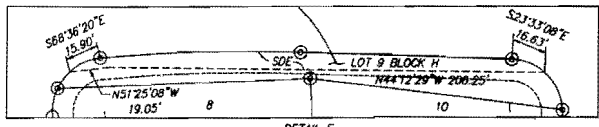
1. WATER QUALITY  
DOC. No. \_\_\_\_\_
2. WATER QUALITY & DRAINAGE  
DOC. No. \_\_\_\_\_
- 3A. WATER QUALITY, DRAINAGE & UTILITY  
DOC. No. \_\_\_\_\_
- 3B. ACCESS  
DOC. No. \_\_\_\_\_
4. DRAINAGE EASEMENT  
DOC. No. \_\_\_\_\_
5. DRAINAGE EASEMENT  
DOC. No. \_\_\_\_\_
6. ACCESS EASEMENT  
DOC. No. \_\_\_\_\_
7. ACCESS EASEMENT  
DOC. No. 2011172123

NEW STREETS	LENGTH	ROW WIDTH
ONCA TERRA DRIVE	1733	50
CASTANA BEND	689	50
DE FORTUNA DRIVE	686	60
DEL DIOS WAY	539	80
LA ROSA DRIVE	781	50
SAN SOLANO COURT	371	50
VALE DIVIDE	1404	60
TOTAL	6203	

LINE	BEARING	LENGTH
L1	S61°46'10"E	26.02'
L2	S50°41'25"E	97.00'
L3	N72°42'17"E	25.21'
L4	N72°42'17"E	16.47'
L5	N69°31'40"E	12.93'
L6	N69°31'40"E	5.52'
L7	N42°01'32"E	14.98'
L8	N42°01'32"E	24.60'
L9	N25°16'56"E	38.17'
L10	N17°39'14"E	26.32'
L11	N20°28'20"W	27.72'
L12	N26°10'09"E	82.17'
L13	N39°10'32"E	80.00'
L14	N26°10'09"E	37.21'
L15	N26°10'09"E	44.96'
L16	N39°10'32"E	49.36'
L17	N39°10'32"E	30.64'
L18	N69°29'06"W	123.44'
L19	N47°51'38"E	17.37'
L20	N47°51'38"E	2.58'
L21	N69°31'40"E	34.39'
L22	N39°04'22"W	32.57'
L23	N20°28'20"W	98.95'
L24	N43°51'08"W	24.15'

 MERITAGE HOMES OF TEXAS, LLC  
 117.35 ACRES  
 DOC. NO. 2011172383
 

TEMPORARY T-TURNAROUND

 25' EMERGENCY  
 ACCESS EASEMENT  
 DOCUMENT NO.
 
 DUDLEY GRUMBLES  
 75.89 ACRES  
 VOLUME 2138, PAGE 102
 
 RIGHT OF WAY LINE  
 RIGHT OF WAY LINE  
 BASELINE OF SURVEY FOR RM 5238 (HAMILTON POOL ROAD) AS SHOWN ON TRDOT RIGHT OF WAY MAP
 

SHEET 3 OF 5 SHEETS

 DATE: AUG. 27, 2012  
 SCALE: 1" = 100'  
 RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
 1212 E. BRANER LANE, AUSTIN, TEXAS 78753  
 (512) 838-4783 FAX: (512) 838-4817 F-7994  
 RJ SURVEYING & ASSOCIATES, INC.  
 1212 E. BRANER LANE, AUSTIN, TEXAS 78753  
 (512) 838-4783 FAX: (512) 838-4817

**ORIGINAL**

## SUBDIVISION CONSTRUCTION AGREEMENT

### STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company and MASONWOOD 71, LTD., a Texas limited partnership (collectively, the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Bella Colinas Section 1" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities shown in the construction plans, permits, and specifications for the Subdivision (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

#### I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR") and which is attached hereto as Exhibit "B". The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

## II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.



- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.
- 7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

### III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Meritage Homes of Texas, LLC  
8920 Business Park Drive, Suite 250  
Austin TX 78759  
Attention: Dale Thornton

Masonwood 71, Ltd.  
1004 Mopac Circle, Suite 201  
Austin, Texas 78746  
Jim Meredith

County: Transportation & Natural Resources Department  
P.O. Box 1748 Austin, Texas 78767  
Attn: Executive Manager

Copy to: Travis County Attorney's Office  
P.O. Box 1748  
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

MERITAGE HOMES OF TEXAS, LLC, an  
Arizona limited liability company

\_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative

Date: 1/10/2013

MASONWOOD, 71 LTD., a Texas limited  
partnership

By: Masonwood 71 GP, LLC, a Texas limited  
liability company its general partner:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative

Date: 1/7/13

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by  
\_\_\_\_\_, in the capacity stated herein.

\_\_\_\_\_  
Signature of Notary

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 10<sup>th</sup> day of January, 2013, by Dale Thornton, VP of Land Development in the capacity stated herein.



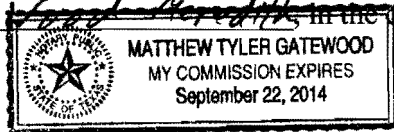
Meggie Weirich  
Signature of Notary

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 7 day of January, 2012, by James Tyler Gatewood in the capacity stated herein.



Matthew Tyler Gatewood  
Signature of Notary

After Recording Return to:  
Executive Manager,  
Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78701

## **EXHIBIT "A"**

The Property consists of two parent parcels ("Parcel 1" and "Parcel 2") bought by Masonwood 71, Ltd., a portion of which was sold to Meritage Homes of Texas, LLC ("Parcel 3"). The parcels are described as follows:

### **PARCEL 1**

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE J. REYNOLDS SURVEY No. 44, AND BEING ALL OF THAT TRACT OF LAND SAID TO CONTAIN 75 ACRES CONVEYED TO ROBERT WELDON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217320 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at Texas State Plane Central Zone coordinates N=10087110.80 feet and E=3035132.80 feet in the South Line of Highway 71 (a right of way 150 feet wide at this point) at its intersection with the West Line of the said J. Reynolds Survey, the same being the Northwest Corner of the said 75 Acre Tract and the Northeast Corner of that 136.059 Acre Tract conveyed to Lake Travis Independent School District by deed recorded in Document No. 2010014061 of the Official Public Records of Travis County, Texas, from which point a concrete right of way monument bears N.84°33'54"W., 169.20 feet;

THENCE S.84°33'54"E., along the South Line of Highway 71 and the North Line of the said 75 Acre Tract, a distance of 939.18 feet to a 1/2" iron rod set at the Northeast Corner of the 75 Acre Tract and the Northwest Corner of that 78.04 Acre Tract conveyed to Aubrey Eldon Grumbles by deed recorded in document No. 2007217321 of the Official Public Records of Travis County, Texas;

THENCE S.27°57'11"W., along the East Line of the 75 Acre Tract and the West Line of the 78.04 Acre Tract, a distance of 3686.62 feet to a 1/2" iron rod set in a fence at the Southeast Corner of the 75 Acre Tract and the Southeast Corner of the 78.04 Acre Tract;

THENCE N.62°41'03"W., along the South Line of the said 75 Acre Tract, the North Line of that 5.5 Acre Tract conveyed to Philip Cook by deed recorded in Volume 11766, Page 129 of the Real Property Records of Travis County, Texas, and along a fence, a distance of 700.17 feet to a large cedar fence post;

THENCE N.01°19'47"E., along the fence, the same being the common Line of the 75 Acre Tract and the 5.403 Acre Tract, a distance of 223.18 feet to a large cedar fence post at the Southeast Corner of the said 136.059 Acre Tract conveyed to Lake Travis Independent School District;

THENCE along the West Line of the 75 Acre Tract, the East Line of the said 136.059 Acre Tract, and along the fence, the following five courses:

1. N.18°31'36"E. a distance of 298.33 feet to a 1/2" iron rod with "Delta Surveying" cap;



2. N.25°36'46"E. a distance of 291.24 feet to a 1/2" iron rod with "Delta Surveying" cap;
3. N.26°43'33"E. a distance of 341.43 feet to a spindle found;
4. N.27°21'01"E. a distance of 741.15 feet to a 1/2" iron rod with "Delta Surveying" cap;
5. N.28°16'56"E. a distance of 1467.47 feet to the said Point of Beginning.

Containing 69.22 acres, more or less.

**PARCEL 2**

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE J. REYNOLDS SURVEY No. 44, BEING ALL OF THAT 78.04 ACRE TRACT OF LAND CONVEYED TO AUBREY ELDON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at Texas State Plane Coordinates Central Zone N=10087021.85 and E=3036067.76 in the South Right of Way Line of Highway No. 71 ( a right of way 150 feet wide at this point) at the Northeast Corner of that 74 Acre Tract conveyed to Artie Grumbles by deed recorded in Volume 1951, Page 246 of the Travis County Deed Records, and at the Northwest Corner of the said 78.04 Acre Tract, from which point a concrete right of way monument bears N.84°33'54"W., 1108.38 feet and the Northwest Corner of the said 74 Acre Tract bears N.84°33'54"W., 939.18 feet;

THENCE S.84°33'54"E., along the South Line of Highway 71 and the North Line of the 78.04 Acre Tract, at 696.34 feet pass a concrete right of way monument, in all a distance of 776.38 feet, to a 1/2" iron rod set at the Northwest Corner of that one acre tract described as the save and except rectangular square of land being 210 feet in length on each side

THENCE S.28°21'04"W., along the West Line of the One Acre Tract, a distance of 210.00 feet to a 1/2" iron rod set at the Southwest Corner of said One Acre Tract;

THENCE S.84°33'54"E., along the South Line of the One Acre Tract, a distance of 210.00 feet to a 1/2" iron rod set at the Southeast Corner of said One Acre Tract and to a point in the East Line of the said 78.04 Acre Tract;

THENCE S.28°21'04"W., along said East Line, a distance of 3697.19 feet to a 1/2" iron rod found in the North Line of R. M. 3238 (Hamilton Pool Road) at the Southeast Corner of said 78.04 Acre Tract;

THENCE S.71°44'33"W., along the South Line of the said 78.04 Acre Tract and the North Line of R. M. 3238, a distance of 42.97 feet to a concrete right of way monument found;

THENCE S.79°33'37"W., along the South Line of the said 78.04 Acre Tract, the North Line of that 5.5 Acre Tract conveyed to Philip Cook by deed recorded in Volume 11766, Page 129 of the Real Property Records of Travis County, Texas, and along a fence, a distance of 170.29 feet to a large cedar fence post;

THENCE along the South Line of the said 78.04 Acre Tract and the North Line of the 5.5 Acre Tract, the following two courses:

1. N.64°34'26"W. a distance of 353.45 feet to a large cedar fence post;
2. N.62°48'55"W. a distance of 367.77 feet to a 1/2" iron rod set in the fence at the Southwest Corner of the 78.04 Acre Tract and the Southeast Corner of the said 74 Acre Tract;

THENCE N.27°57'11"E., along the West Line of the 78.04 Acre Tract and the East Line of the 74 Acre Tract, a distance of 3686.62 feet to the said Point of Beginning.

Containing 78.37 acres, more or less.

### **PARCEL 3**

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE J. REYNOLDS SURVEY No. 44, AND BEING A PART OF THAT TRACT OF LAND SAID TO CONTAIN 75 ACRES CONVEYED TO ROBERT WELDON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217320 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PART OF THAT 78.04 ACRE TRACT OF LAND CONVEYED TO AUBREY ELTON GRUMBLES BY DEED RECORDED IN DOCUMENT No. 2007217321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2" iron rod set at Texas State Plane Central Zone coordinates N=10087110.80 feet and E=3035132.80 feet in the South Line of Highway 71 (a right of way 150 feet wide at this point) at its intersection with the West Line of the said J. Reynolds Survey, the same being the Northwest Corner of the said 75 Acre Tract and the Northeast Corner of that 136.059 Acre Tract conveyed to Lake Travis Independent School District by deed recorded in Document No. 2010014061 of the Official Public Records of Travis County, Texas, from which point a concrete right of way monument bears N.84°33'54"W., 169.20 feet;

THENCE S.28°16'56"W., along the West Line of the 75 Acre Tract and the East Line of the 136.059 Acre Tract, a distance of 380.34 feet to the Point of Beginning;

THENCE across the said 75 Acre Tract the following two courses:

1. S.84°18'18"E. a distance of 934.83 feet;
2. S.04°56'26"W. (at 11.73 feet pass the common line of the 75 Acre Tract and the 78.04 Acre Tract), in all a distance of 244.53 feet;

THENCE continue across the said 78.04 Acre Tract the following two courses:

1. S.14°19'12"E. a distance of 715.60 feet;
2. S.53°03'12"E. a distance of 331.99 feet to the East Line of the said 78.04 Acre Tract (from which point a 1/2" iron rod set in said East Line bears N.28°21'04"E., 1360.19 feet);

THENCE along said East Line the following two courses:

1. S.28°21'04"W. a distance of 72.43 feet to a 1/2" iron rod found;
2. S.28°21'04"W. a distance of 2264.57 feet to a 1/2" iron rod found in the North Line of R. M. 3238 (Hamilton Pool Road) at the Southeast Corner of said 78.04 Acre Tract;

THENCE S.71°44'33"W., along the South Line of the said 78.04 Acre Tract and the North Line of R. M. 3238, a distance of 42.97 feet to a concrete right of way monument found;

THENCE S.79°33'37"W., along the South Line of the said 78.04 Acre Tract, the North Line of that 5.5 Acre Tract conveyed to Philip Cook by deed recorded in Volume 11766, Page 129 of the

Real Property Records of Travis County, Texas, and along a fence, a distance of 170.29 feet to a large cedar fence post;

THENCE along the South Line of the said 78.04 Acre Tract and the North Line of the 5.5 Acre Tract, the following two courses:

1. N.64°34'26"W. a distance of 353.45 feet to a large cedar fence post;
2. N.62°48'55"W. a distance of 367.77 feet to a 1/2" iron rod set in the fence at the Southwest Corner of the 78.04 Acre Tract and the Southeast Corner of the said 75 Acre Tract;

THENCE N.62°41'03"W., along the South Line of the said 75 Acre Tract, the North Line of the said 5.5 Acre Tract and along a fence, a distance of 700.17 feet to a large cedar fence post;

THENCE N.01°19'47"E., along the fence, the same being the common Line of the 75 Acre Tract and the 5.5 Acre Tract, a distance of 223.18 feet to a large cedar fence post at the Southeast Corner of the said 136.059 Acre Tract conveyed to Lake Travis Independent School District;

THENCE along the West Line of the 75 Acre Tract, the East Line of the said 136.059 Acre Tract, and along the fence, the following five courses:

1. N.18°31'36"E. a distance of 298.33 feet to a 1/2" iron rod found with "Delta Surveying" cap;
2. N.25°36'46"E. a distance of 291.24 feet to a 1/2" iron rod found with "Delta Surveying" cap;
3. N.26°43'33"E. a distance of 341.43 feet to a spindle found;
4. N.27°21'01"E. a distance of 741.15 feet to a 1/2" iron rod found with "Delta Surveying" cap;
5. N.28°16'56"E. a distance of 1087.13 feet to the said Point of Beginning.

Containing 117.35 acres, more or less.



# Item 18

## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 2013

**Prepared By:** Joe Arriaga **Phone #:** 854-7562

**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 plat for recording: Vista Royale Subdivision, Phase 2 - Final Plat - (Vista Royale Subdivision, Phase 2 - Final Plat - One Lot for Multi-Family - 228 units - RM 620 - City of Bee Cave ETJ) in Precinct Three.

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

The applicant is requesting approval of a final plat consisting of one lot that would include 228 apartment units on 40.10 acres. There are no new streets being proposed to be built with this subdivision. Water and Wastewater will be provided by Travis County Water Control and Improvement District. Applicant has satisfied parkland fees in the amount of \$187,630.00.

### **STAFF RECOMMENDATIONS:**

As this final plat and agreement meet all Travis County standards and, baring any new information, TNR staff recommends approval. The plat is scheduled for approval by the City of Bee Cave City Council on 3/26/2013.

### **ISSUES AND OPPORTUNITIES:**

Staff has not received any inquiries from anyone concerning this final plat.

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

N/A

### **ATTACHMENTS/EXHIBITS:**

Location map  
Precinct map  
Proposed final plat

### **REQUIRED AUTHORIZATIONS:**

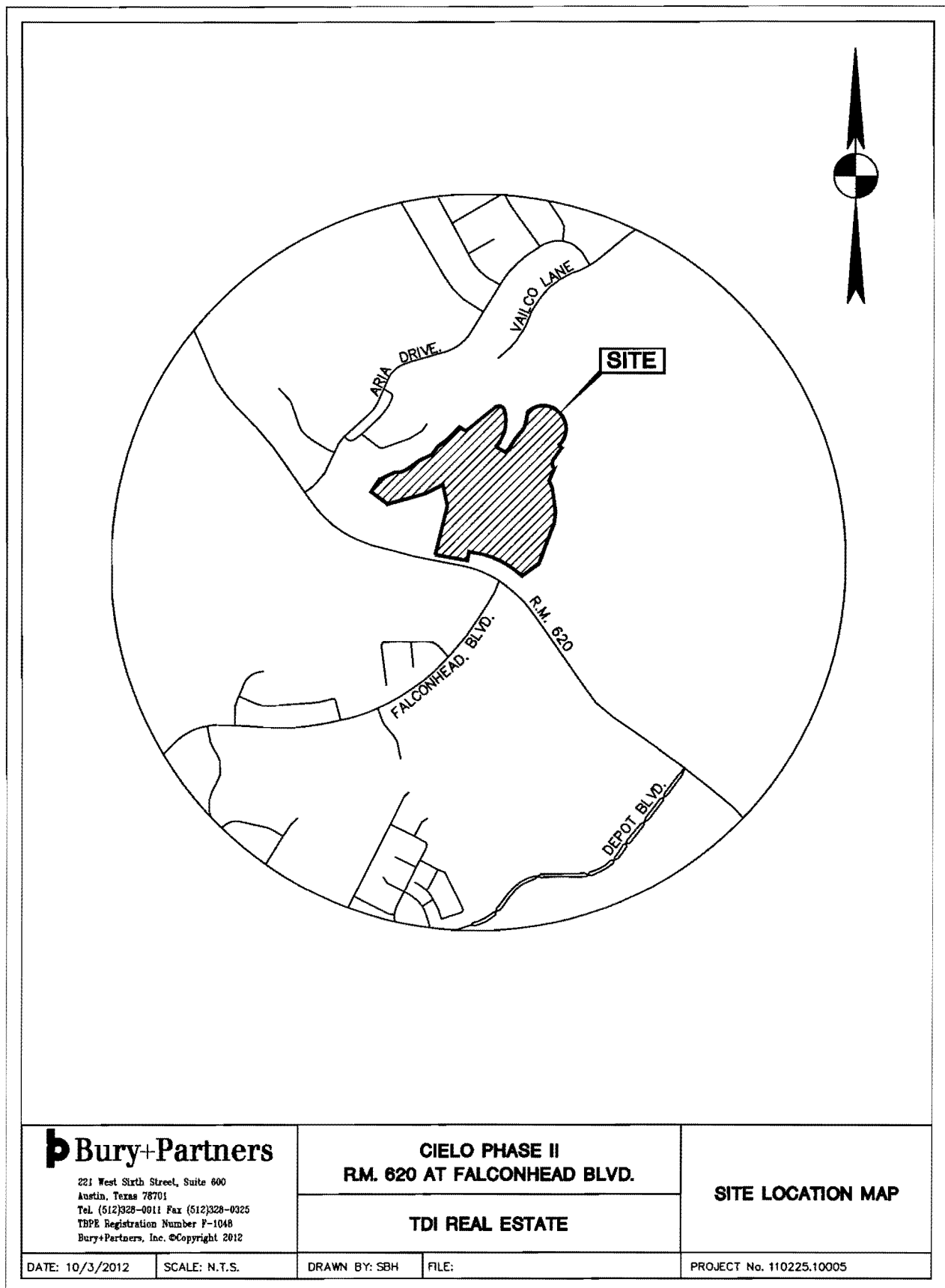
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429


**CC:**

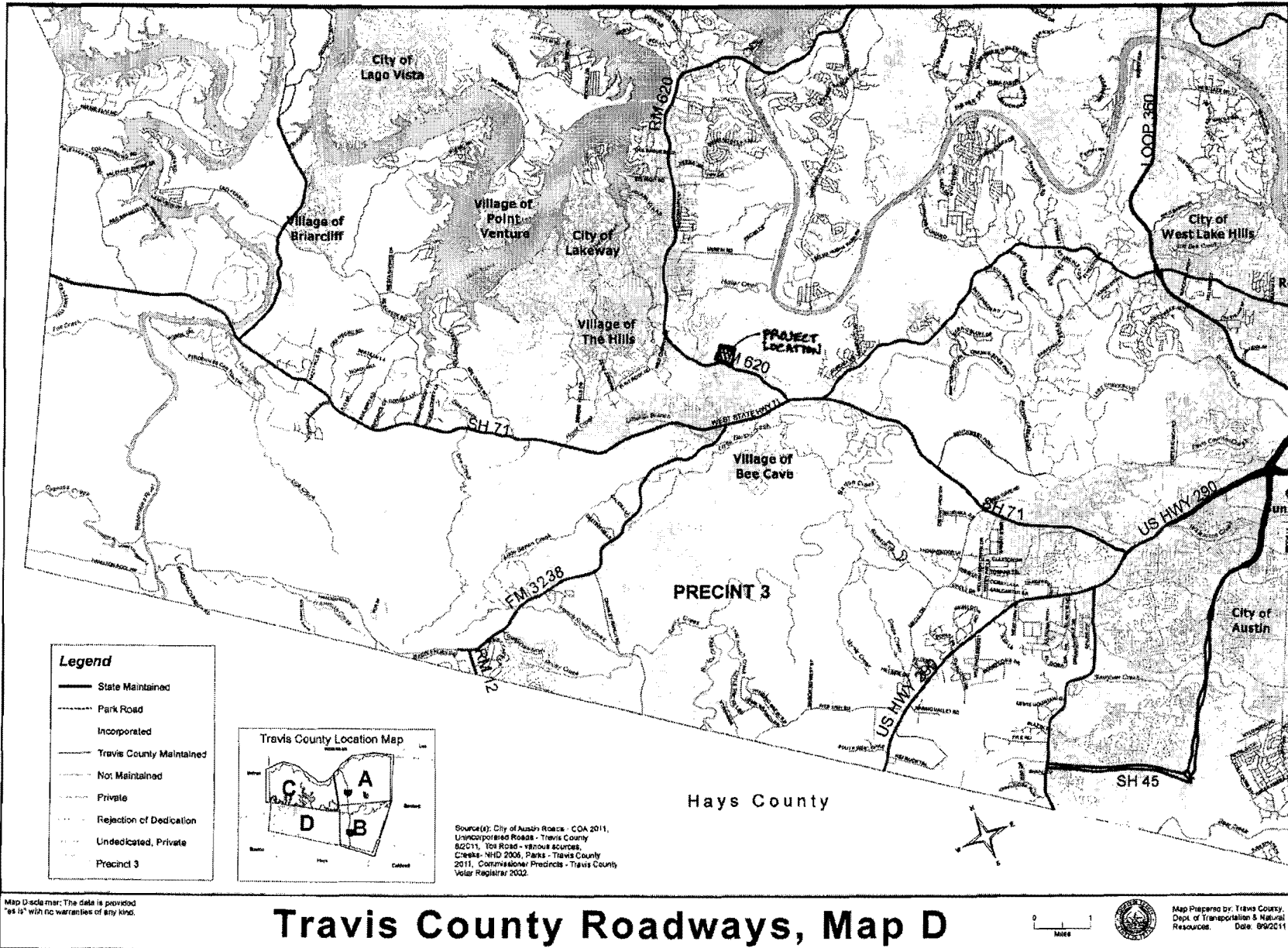

**SM:AB:ja**

**1101 - Development Services Long Range Planning - Vista Royale Phase 2, Final Plat**

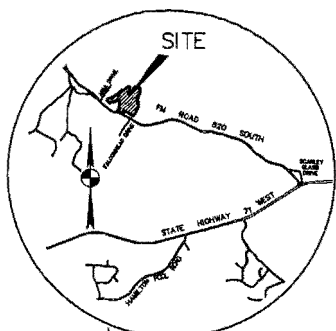




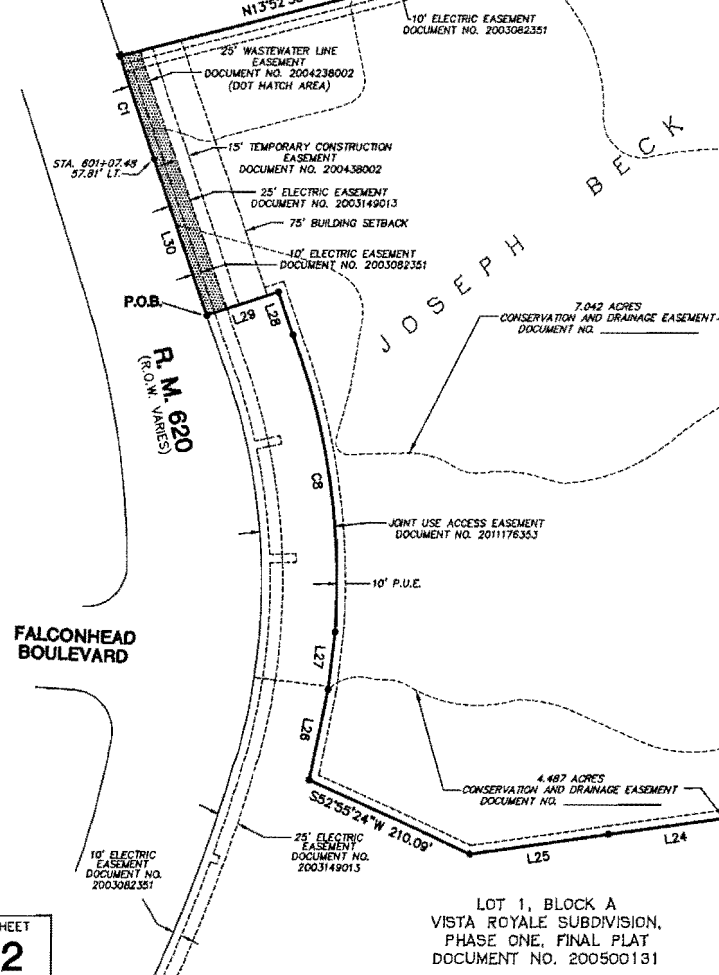
TRAVIS COUNTY



# VISTA ROYALE SUBDIVISION, PHASE TWO, FINAL PLAT

VICINITY MAP  
N.T.S.

7.41 ACRES  
GOLDA S. GARNETT  
ET AL  
VOL. 12346, PG. 994



LOT 1, BLOCK A  
VISTA ROYALE SUBDIVISION,  
PHASE ONE, FINAL PLAT  
DOCUMENT NO. 200500131

**BEARING BASIS:**  
THE BASIS OF BEARINGS OF THE SURVEY SHOWN HEREON IS TEXAS  
CENTRAL ZONE NAD 83/93 (HARN). TIED TO THE LOWER COLORADO  
RIVER AUTHORITY HARN NETWORK.

MATCH LINE 10' P.U.E.

JOSEPH  
BECK  
SURVEY NO. 91

LOT 1  
BLOCK "A"  
40.106 ACRES  
(MULTI-FAMILY)

APPROX. LOCATION  
OF SURVEY LINE

LOT 3  
ENCLAVE AT  
ALTA VISTA SOUTH  
DOCUMENT NO. 200600047

CITY OF BEE  
CAVE E.T.J.CITY OF  
LAKEWAY E.T.J.

10' P.U.E.

LOT 3  
ENCLAVE AT  
ALTA VISTA SOUTH  
DOCUMENT NO. 200600047

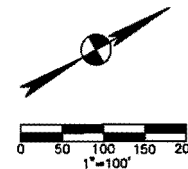
## VISTA ROYALE SUBDIVISION, PHASE TWO, FINAL PLAT

A ONE LOT SUBDIVISION  
CONSISTING OF 40.106 ACRES

DATE: OCTOBER 2012  
PREPARED BY:

**Bury+Partners**

221 West Sixth Street, Suite 600 Austin, Texas 78701  
Tel. (512)328-0811 Fax (512)328-0325  
Bury+Partners, Inc. ©Copyright 2013



### LEGEND

- 1/2" IRON ROD WITH CAP FOUND
- ⊙ IRON PIPE FOUND
- 1/2" IRON ROD WITH CAP SET
- ⊙ COTTON SPINDLE FOUND
- P.O.B. POINT OF BEGINNING



No.	Bearing	Distance
L1	S62°18'28" W	191.80
L2	S65°14'28" W	51.70
L3	S61°16'10" W	57.50
L4	N64°38'26" E	65.48
L5	N87°11'27" E	167.91
L6	N63°38'47" E	77.36 <sup>a</sup>
L7	N64°56'13" E	128.79
L8	N61°09'50" E	142.67
L9	N58°14'33" E	113.01 <sup>a</sup>
L10	N54°36'07" E	113.01 <sup>a</sup>
L11	N43°54'52" E	168.04
L12	S61°24'02" E	78.08 <sup>a</sup>
L13	S61°18'41" E	105.99
L14	S54°45'31" E	135.99
L15	S55°22'16" E	105.99
L16	S54°37'44" W	151.79 <sup>a</sup>
L17	S22°33'57" W	93.91 <sup>a</sup>
L18	S25°50'11" W	105.99
L19	S23°29'02" W	81.33 <sup>a</sup>
L20	S08°43'41" E	96.92
L21	S06°54'30" S	137.79 <sup>a</sup>
L22	S06°56'23" W	114.16 <sup>a</sup>
L23	S02°02'27" W	105.99 <sup>a</sup>
L24	S20°21'34" W	105.99 <sup>a</sup>
L25	S20°21'57" W	166.71 <sup>a</sup>
L26	S05°04'42" W	110.48 <sup>a</sup>
L27	N54°47'40" W	69.14 <sup>a</sup>
L28	N80°07'16" W	54.22 <sup>a</sup>
L29	N29°29'44" W	105.99 <sup>a</sup>
L30	N80°07'16" W	195.48 <sup>a</sup>

### LEGEND

- 1/2" IRON ROD WITH CAP FOUND  
③ IRON PIPE FOUND  
○ 1/2" IRON ROD WITH CAP SET  
◎ COTTON SPINDLE FOUND  
■ CONCRETE MONUMENT SET  
P.U.E. PUBLIC UTILITY EASEMENT  
P.O.B. POINT OF BEGINNING

**SURVEYORS CERTIFICATION:**

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARK J. JEZISEK, DO HEREBY CERTIFY THAT I PREPARED THIS  
 PLAN FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND  
 THAT THE CORNER MONUMENTS SHOWN THEREON AS SET WERE  
 PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE  
 WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BEE CAVE AND  
 CHAPTER 82 OF THE TRAVIS COUNTY SUBDIVISION REGULATIONS.

MARK J. JERSEK, R-18  
TEXAS REGISTRATION NO. 5267  
BURY & PARTNERS, INC.  
221 WEST SIXTH STREET, SUITE  
AUSTIN, TEXAS 78701



STATE OF TEXAS            X  
COUNTY OF TRAVIS        X

BEFORE ME, THE UNDERSIGNED AUTHORITY, A ROTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MARK J. JEZISEK, LAND SURVEYOR, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF  
20\_\_\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

LOT 3  
ENCLAVE AT  
ALTA VISTA SOUTH  
DOCUMENT NO. 200600047

VISTA ROYALE SUBDIVISION,  
PHASE TWO, FINAL PLAT

A ONE LOT SUBDIVISION  
CONSISTING OF 40.106 ACRES

DATE: OCTOBER 2012  
PREPARED BY:

**b Bury+Partners**

221 West Sixth Street, Suite 600 Austin, Texas 78701  
Tel. (512)328-0011 Fax (512)328-0325  
Bury+Partners, Inc. ©Copyright 2013

Drawn by: MJJ Approved by: MJJ Project No.: RD11022510005 File: H:\110225\005\110225005PL2.dwg

**BENCHMARK**  
1/2" IRON ROD WITH CAP SET ON THE SOUTHWESTERLY  
RIGHT-OF-WAY LINE OF R.M. 620, ±168.5' SOUTH OF THE  
SOUTHERLY RIGHT-OF-WAY LINE OF FALCONHEAD BOULEVARD.  
NORTHING=10089738.728, EASTING=3046034.248,  
ELEVATION=948.48'

7.41 ACRES  
GOLDA S. GARNETT  
ET AL  
VOL. 12346, PG. 994

10' ELECTRIC EASEMENT  
DOCUMENT NO. 2003082351

N13°52'33"E 500.01'

10' ELECTRIC EASEMENT—  
DOCUMENT NO. 2003082351

6.538 ACRES  
- CONSERVATION AND DRAINAGE EASEMENT  
DOCUMENT NO. \_\_\_\_\_

**MATCH LINE**

APPROX. LOCATION  
OF SURVEY LINE

SURVEY



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** March 26, 2013

**Prepared By:** Joe Arriaga, Senior Planner **Phone #:** 854-7562

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

A handwritten signature in black ink, appearing to read "Steven M. Manilla", is written over the text of the Division Director/Manager line.

**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 in Precinct Three:

- A) Plat for recording: West Cypress Hills, Phase One, Section 3B - Final Plat (West Cypress Hills, Phase One, Section 3B: 39 total lots: 38 single family lots and 1 drainage lot - Rock Wren Road - No ETJ); and
- B) A Subdivision Construction Agreement for West Cypress, Phase One, Section 3B.

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

A) This final plat consists of 39 total lots (38 single family lots and 1 drainage lot) on 37.00 acres. There are 1,565 linear feet of public streets being proposed with this final plat. Water and wastewater will be provided by Cypress Ranch Water Control and Improvement District #1. Applicant has satisfied parkland requirements.

B) The applicant, Cypress Ranch Development Company, wishes to enter into a standard Subdivision Construction Agreement with Travis County.

### **STAFF RECOMMENDATIONS:**

This plat complies with all Travis County standards and staff recommends approval of the final plat and the Subdivision Construction Agreement.

### **ISSUES AND OPPORTUNITIES:**

Staff has not received any inquiries from anyone concerning this final plat.

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

N/A

### **EXHIBITS/ATTACHMENTS:**

Location map  
Precinct map  
Proposed final plat

## Subdivision Construction Agreements

### **REQUIRED AUTHORIZATIONS:**

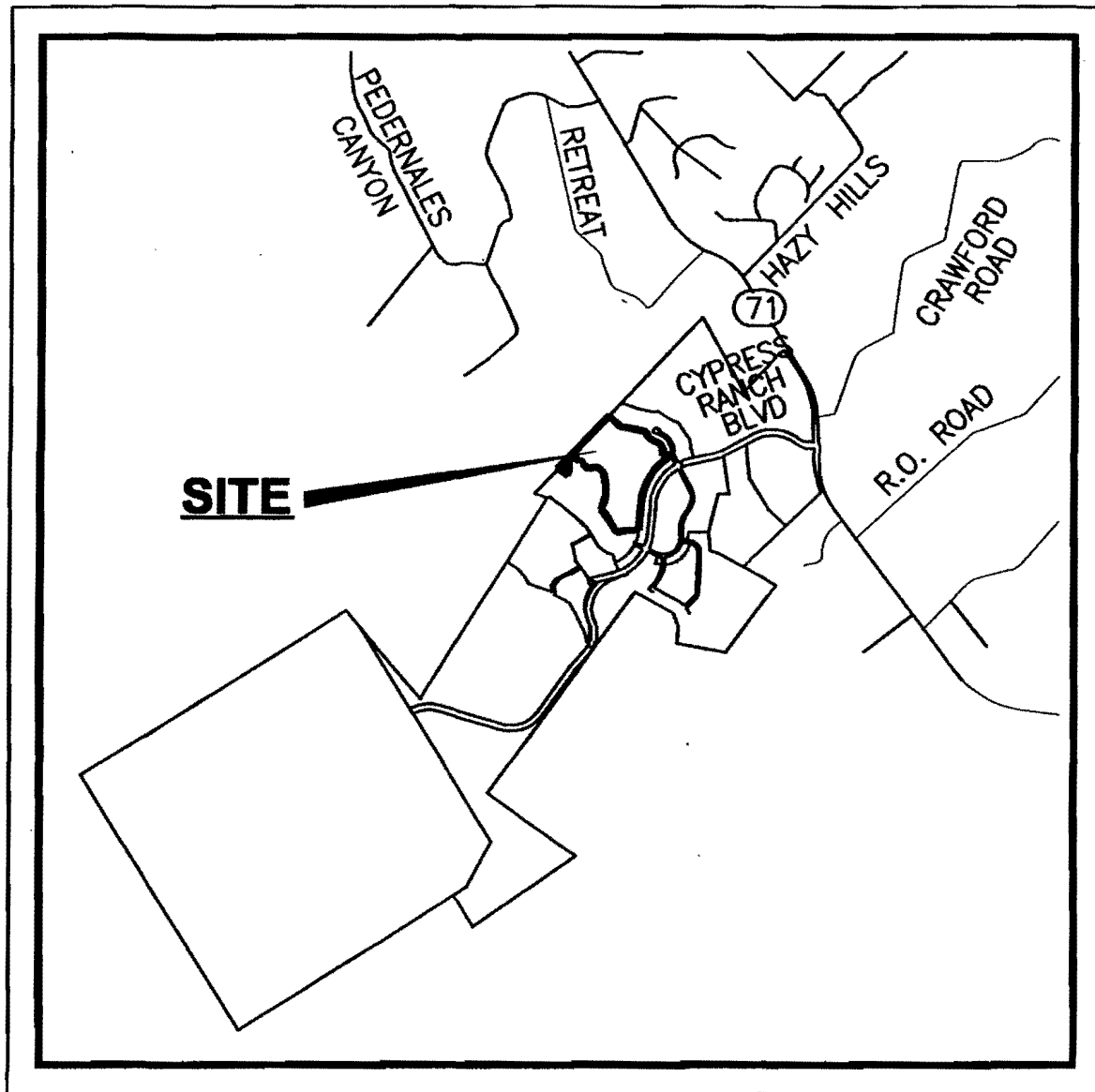
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

### **CC:**


**SM:AB:ja**

**1101 - Development Services Long Range Planning- West Cypress Hills, Phase 1, Section 3B**



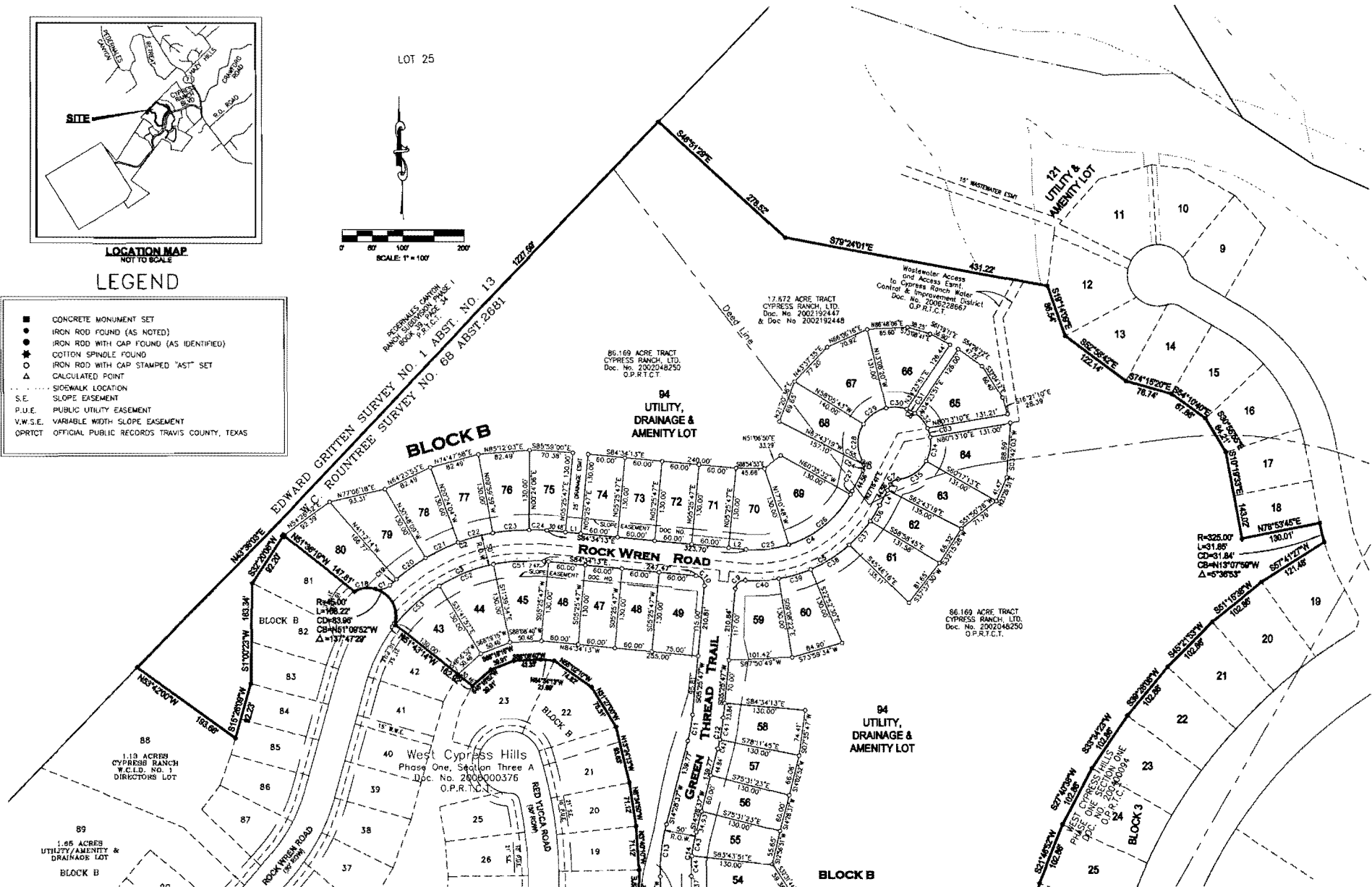


**LOCATION MAP**  
NOT TO SCALE



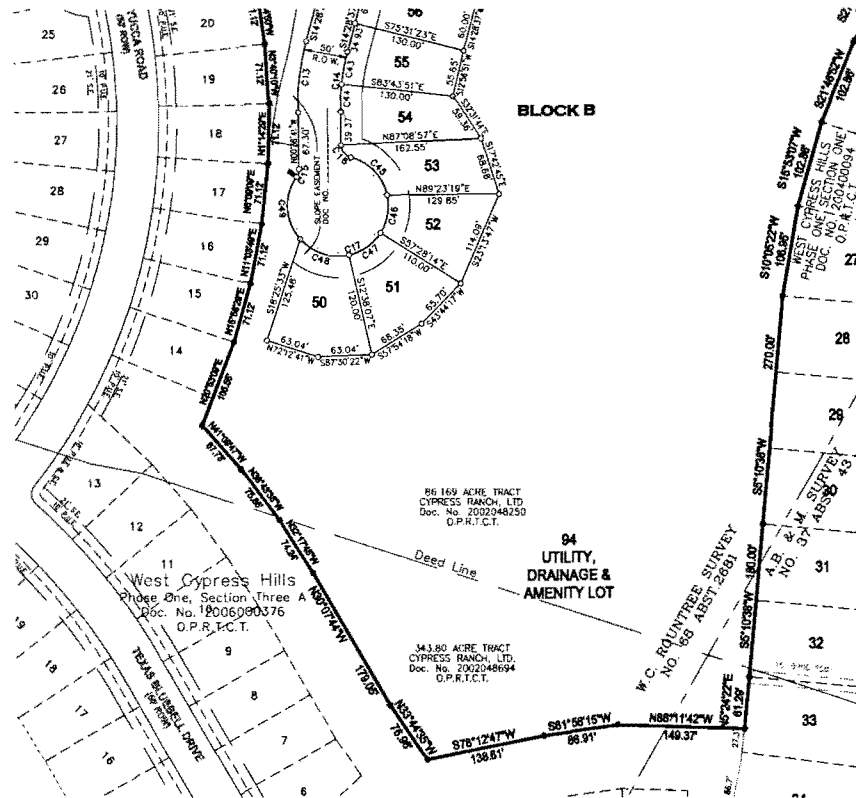
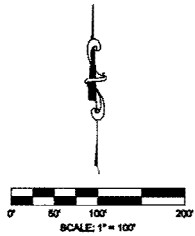
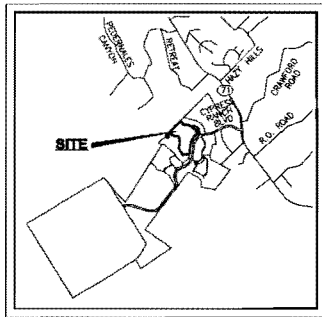
### LEGEND

- CONCRETE MONUMENT SET  
 ● IRON ROD FOUND (AS NOTED)  
 ● IRON ROD WITH CAP FOUND (AS IDENTIFIED)  
 ★ COTTON SPINDLE FOUND  
 ○ IRON ROD WITH CAP STAMPED "AST" SET  
 Δ CALCULATED POINT  
 . . . . . SIDEWALK LOCATION  
 S.E. SLOPE EASEMENT  
 P.U.E. PUBLIC UTILITY EASEMENT  
 V.W.S.E. VARIABLE WIDTH SLOPE EASEMENT  
 O.P.R.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS



<b>TRAVIS COUNTY, TEXAS</b>	
<b>SURVEY DATE:</b>	OCTOBER, 2012
<b>SURVEYOR:</b>	PAUL C. SAUVE, RPLS# 2518
<b>TECHNICIAN:</b>	PCS
<b>FIELDBOOK:</b>	FIELDBOOK
<b>JOB NUMBER:</b>	1108
<b>DESCRIPTION:</b>	M/A
<b>CLIENT:</b>	CYPRESS RANCH, LTD
<b>PLOT DATE:</b>	

**WEST CYPRESS HILLS  
PHASE ONE, SECTION 3B**



LINE DATA TABLE

NUM	BEARING	DISTANCE
L1	S84°34'13"E	25.00'
L2	S84°34'13"E	28.22'
L3	S27°16'41"W	11.00'
L4	S27°16'41"W	27.15'

CURVE DATA TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	56°19'21"	32.88	25.00	N75°56'23"E	24.74
C2	48°09'05"	278.80	255.00	S70°11'15"W	270.37
C3	57°10'07"	274.39	275.00	S66°50'44"W	263.15
C4	68°00'08"	208.16	175.00	N61°21'14"E	188.10
C5	67°15'11"	284.10	225.00	N60°54'17"E	249.20
C6	57°18'46"	15.00	15.00	N07°12'42"W	14.38
C7	57°18'46"	15.00	15.00	S55°45'04"W	14.38
C8	294°33'33"	303.32	59.00	N62°43'19"W	63.78
C9	89°06'05"	23.33	15.00	S45°16'49"W	21.05
C10	90°00'00"	23.58	15.00	N39°34'13"W	21.21
C11	90°25'00"	43.42	275.00	N09°57'12"E	43.38
C12	90°25'00"	51.32	325.00	N09°57'12"E	51.27
C13	15°05'19"	65.59	335.00	S06°35'58"W	65.54
C14	15°05'19"	72.42	275.00	S06°35'58"W	72.21
C15	35°49'29"	9.38	15.00	N17°18'03"E	9.23
C16	74°19'11"	19.48	15.00	S37°46'17"E	18.12
C17	29°08'40"	298.77	59.00	N70°08'28"E	67.58
C18	45°39'40"	35.85	45.00	S82°46'14"W	34.92
C19	23°10'3"	14.28	325.00	S47°32'14"W	14.28
C20	10°24'05"	59.00	325.00	S53°59'48"W	58.92
C21	10°24'05"	59.00	325.00	S47°32'14"W	58.92
C22	10°24'05"	59.00	325.00	S74°47'58"W	58.92
C23	10°24'05"	59.00	325.00	S85°12'03"W	58.92
C24	50°14'2"	28.52	325.00	N87°05'04"W	28.51
C25	27°34'35"	69.08	175.00	N84°27'25"E	68.61
C26	43°24'43"	132.59	175.00	N51°06'50"E	128.45
C27	20°74'2"	6.50	175.00	N28°20'30"E	8.50
C28	61°54'22"	63.75	59.00	S00°57'06"W	60.89
C29	44°57'23"	48.28	59.00	S54°27'50"W	46.10
C30	32°48'29"	33.78	59.00	N86°44'06"W	33.32
C31	14°43'42"	15.17	59.00	N82°56'00"W	15.12
C32	31°58'52"	32.02	59.00	N40°03'20"W	31.63
C33	14°43'42"	15.17	59.00	N17°06'41"W	15.12
C34	38°29'37"	40.87	89.00	N08°57'59"E	39.87
C35	54°50'41"	56.48	59.00	N57°08'07"E	54.34
C36	74°01'15"	30.46	65.00	N31°08'10"E	30.43
C37	13°02'30"	51.21	225.00	N41°53'11"E	51.10
C38	19°03'04"	74.81	225.00	N57°35'58"E	74.47
C39	13°44'08"	53.84	225.00	N73°59'54"E	53.81
C40	13°44'08"	53.89	225.00	N87°41'40"E	53.58
C41	8°22'28"	36.18	325.00	N08°37'01"E	36.14
C42	24°42'2"	15.18	325.00	N13°08'26"E	15.16
C43	8°12'29"	39.40	275.00	S10°22'23"W	39.36
C44	6°52'50"	33.02	275.00	S02°44'44"W	33.00
C45	62°37'30"	64.48	59.00	N43°37'07"W	61.33
C46	44°50'07"	46.17	59.00	N10°08'42"E	45.00
C47	44°50'07"	46.17	59.00	N54°56'49"E	45.00
C48	61°07'28"	62.84	59.00	S72°04'21"E	60.00
C49	76°43'28"	79.01	59.00	S03°08'58"E	73.23
C50	NOT USED				
C51	17°05'21"	82.02	275.00	S86°53'07"W	81.72
C52	20°02'23"	96.18	275.00	S89°15'15"W	95.69
C53	20°02'23"	96.18	275.00	S48°18'52"W	95.69
C54	33°37'42"	8.80	15.00	N10°27'50"E	8.68
C55	23°36'05"	6.19	15.00	N18°10'33"E	6.15

LEGEND

■	CONCRETE MONUMENT SET
●	IRON ROD FOUND (AS NOTED)
●	IRON ROD WITH CAP FOUND (AS IDENTIFIED)
●	COTTON SPINDLE FOUND
●	IRON ROD WITH CAP STAMPED "AST" SET
△	CALCULATED POINT
.....	SIDEWALK LOCATION
S.E.	SLOPE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
V.W.S.E.	VARIABLE WIDTH SLOPE EASEMENT
OPRCT	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS

## TRAVIS COUNTY, TEXAS

SURVEY DATE: OCTOBER 2012  
 SURVEYOR: PAUL C. SAUVE, RPLS# 2518  
 TECHNICIAN: PCS  
 FIELDBOOK: FIELDBOOK  
 JOB NUMBER: 1108  
 DESCRIPTION: N/A  
 CLIENT: CYPRESS RANCH, LTD.  
 PLOT DATE:

# WEST CYPRESS HILLS PHASE ONE, SECTION 3B

SHEET 4  
OF  
4

**EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT**

STATE OF TEXAS  
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Cypress Ranch, Ltd., (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "West Cypress Hills, Phase 1, Section 3b" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

**I. Subdivider's Obligations**

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

## II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.



E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

### III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Cypress Ranch, Ltd.  
3600 N. Capital of Texas Hwy, Bldg B, Ste 320  
Austin, Texas 78746

County: Transportation & Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767  
Attn: Executive Manager

Copy to: Travis County Attorney's Office  
P.O. Box 1748  
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

Cypress Ranch, Ltd.

\_\_\_\_\_  
County Judge

Date:

By:

  
Name: Alan Topfer

Title: President, Cypress Ranch Development, Inc.  
Authorized Representative

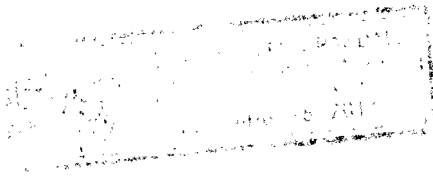
Date: 2/14/2013

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19 day of February, by Alan Topfer, President, in the capacity stated herein.



Signature of Notary

A handwritten signature in black ink, appearing to read "C. J. [unclear]", written over the "Signature of Notary" text.

After Recording Return to:

Executive Manager, Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

## EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** March 26, 2013

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

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

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

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**  
Please see attached documentation.

**STAFF RECOMMENDATIONS:** Please see attached documentation.

**ISSUES AND OPPORTUNITIES:** Please see attached documentation

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

### **REQUIRED AUTHORIZATIONS:**

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

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

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

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

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](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

3/26/2013

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580010	Reserves	Allocated Reserves		\$250,000.00	1
		0001	114011	522020	FMD	Cap.Outlay Mtrl-Buildings	250,000.00		
A2		0001	198000	580070	Reserves	CAR Reserves		\$112,944.00	1
		0001	114800	522020	FMD	Cap.Outlay Mtrl-Buildings	\$112,944.00		

TRANSFERS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1		0001	114800	521010	FMD	Cap.Outlay Mtrl-Bridges		\$350,000.00	1
		0001	114800	522020	FMD	Cap.Outlay Mtrl-Buildings	350,000.00		

OTHER

O1

Approve cell phone allowance for position 30000002 in the County Judge's Office

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## 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:** March 20, 2013

**RE:** Request from Facilities Management Department for Funding for the Remodel of the 10<sup>th</sup> Floor of 700 Lavaca Building

As part of the FY 13 budget process, FMD requested funding of \$712,944 to renovate the 10<sup>th</sup> floor of the 700 Lavaca Building in FY 13 based on a schedule approved by Commissioners Court. PBO was not able to recommend funding for this project as part of the Preliminary Budget pending action by the Commissioners Court on the lease agreement with Austin Suites. Commissioners Court made a final decision on that lease issue on July 24, 2012. PBO was supportive of funding this budget request once a final decision was made by Commissioners Court.

Commissioners Court did not have an FMD budget hearing and during budget mark-up no FMD unfunded budget requests were considered so this project was not included in FY 13 approved capital budget. This was an oversight on the part of PBO and FMD.

On January 29, 2013, FMD brought an agenda item to Commissioners Court requesting that the space available on the 10<sup>th</sup> floor originally assigned to FMD be reassigned to the County Auditor's Office to accommodate the BEFIT staff moving from the Rusk Building to the 700 Lavaca Building. FMD reported that moving these staff by September 2013 is advantageous and meets the Auditor's Office growth projections through 2024. Commissioners Court approved this change in space allocation.

As a result of these actions, PBO and FMD met to discuss funding options for this approved project since it was not included in the FY 13 Adopted Budget. The funding is proposed to come from three sources: the FMD CAR budget, the reallocation of an earmark on the Allocated Reserve, and CAR Reserve.

The FY 13 FMD CAR budget includes \$350,000 for bridging documents for the North Airport Road Campus that was rebudgeted from FY 12. In discussions with FMD, PBO and FMD believe that bridging documents are not needed at this time given other options that are being developed and will be presented to Court in the next several weeks. This funding is recommended to be reallocated to the 10<sup>th</sup> floor renovation.

The Allocated Reserve includes a \$250,000 Earmark for a Facilities Management Best Practices Review. PBO and FMD agree that this Earmark may be released and \$250,000 in Allocated Reserve can be used for the 10<sup>th</sup> floor renovation. The final \$112,944 is recommended to come from the CAR Reserve.

If Commissioners Court approves these funding sources, the balance in the Allocated Reserve six months into the fiscal year will be \$5,513,090 with Earmarks of \$2,542,709 remaining against that amount. The CAR Reserve balance will be \$1,718,702 with Earmarks \$1,407,300 remaining against that amount.

If you have any questions about this request, please call me at 854-9694.

cc: Leslie Browder, Jessica Rio, Leroy Nellis, Travis Gatlin, PBO  
Roger El-Khoury, John Carr, Amy Draper, FMD

# Header Information for Entry Doc Number

## 400002119

Doc. Number 400002119 Doc. Status Preposted FM Area 1000

Budget. Cate. Payment Doc. Year 2013 Doc. Date Mar 19, 2013

Value Type Budget Version 0 Doc. Type TRAN

Budget Type 1 Fiscal Year 2013 Year. Cash. Eff

Process UI TRAN Process SEND Original. Applic. BWB Doc. Family

Creation Date Mar 19, 2013 Creation Time 15:29:23

### Additionnal Data

Creator DRAPER Creation Date Mar 19, 2013 Creation Time 15:29:23

Resp. Person Year Cohort Public Law

Legislation

Header Text Release Best Practices Earmark to 700 Lavaca 10th

TextName

### Lines

**Total Document** 250,000 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	-250,000	Release Best Practices Earmark to 700 Lavaca 10th
000002	0001		1140110000	522020	1140	NOT-RELEVANT	-250,000	Release Best Practices Earmark to 700 Lavaca 10th

*Draper March 21, 2013*

Header Information for Entry Doc Number

400002130

Doc. Number

400002130

Doc. Status

Preposted

FM Area

1000

Budget. Cate.

Payment

Doc. Year

2013

Doc. Date

Mar 19, 2013

Value Type

Budget

Version

0

Doc. Type

TRAN

Budget Type

1

Fiscal Year

2013

Year.Cash.Eff

Process UI

TRAN

Process

SEND

Original.Applic.

BWB

Doc.Family

Additional Data

Creator

DRAPER

Creation Date

Mar 19, 2013

Creation Time

15:31:26

Resp. Person

Year Cohort

Public Law

Header Text

Xfr from Reserve for 700 Lavaca 19th Flr

Legislation

TextName

Lines

Total Document

112,944

USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580070	1120	NOT-RELEVANT NON-FUNDED-PROGRAM	-112,944	Xfr from Reserve for 700 Lavaca 19th Flr
000002	0001		1148000001	522020	1140	NOT-RELEVANT NON-FUNDED-PROGRAM	-112,944	Xfr from Reserve for 700 Lavaca 19th Flr

*Handwritten signature and date: March 21, 2013*

*Handwritten mark*

Header Information for Entry Doc Number

400002118

Doc. Number

400002118

Doc. Status

Preposted

FM Area

1000

Budget. Cate.

Payment

Doc. Year

2013

Doc. Date

Mar 19, 2013

Value Type

Budget

Version

0

Doc. Type

TRAN

Budget Type

1

Fiscal Year

2013

Year. Cash. Eff

Process UI

TRAN

Process

SEND

Original. Applic.

BWB

Doc. Family

Doc. Family

**Additional Data**

Creator

DRAPER

Creation Date

Mar 20, 2013

Creation Time

09:10:21

Resp. Person

Year Cohort

Public Law

Header Text

Xfr from N Campus Bridging Doc for 700 Lavaca 10th

Legislation

TextName

**Lines**

Total Document

350,000

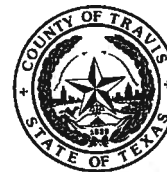
USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1148000001	521010	1140	NOT-RELEVANT NON-FUNDED-PROGRAM	-350,000	Xfr from N Campus Bridging Doc for 700 Lavaca 10th
000002	0001		1148000001	522020	1140	NOT-RELEVANT NON-FUNDED-PROGRAM	-350,000	Xfr from N Campus Bridging Doc for 700 Lavaca 10th

AD ~ March 21, 2013

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**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS



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

**MEMORANDUM**

**TO:** Members of Commissioners Court  
**FROM:** Aerin-Renee Toussaint, Budget Analyst  
**DATE:** April 2, 2013  
**RE:** Cell phone allowance

The County Judge's Office is requesting to internally fund a monthly cellular allowance for a staff member who uses their personal phone for County business.

The department commits to internally fund the cellular phone, and there is sufficient funding in the department's operating budget.

PBO is required to place the item on the Commissioners Court agenda in line with the Travis County Code, Wireless Communications Policy.

PBO recommends approval of this request.

**cc:** Samuel T. Biscoe, County Judge  
Leslie Browder, County Executive, PBO  
Jessica Rio, Budget Director, PBO  
Melissa Velasquez, County Judge's Office





**SAMUEL T. BISCOE**  
**COUNTY JUDGE**

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TRAVIS COUNTY ADMINISTRATION BUILDING  
700 LAVACA ST., SUITE 2.700  
P.O. BOX 1748 AUSTIN, TEXAS 78767  
(512) 854-9555

February 28, 2013

To: Commissioners Court

From: Melissa Velasquez, County Judge's Office

Re: Cell phone allowance

The County Judge's Office is requesting to internally fund a monthly cellular allowance for a staff member (Position ID 30000002) who uses their personal phone for work-related business. According to Travis County Code Chapter 39 of the Wireless Communications Policy, PBO is required to place the item on the Commissioners Court agenda.

PBO concurs with this request. No actual budget transfer is needed at this time because there is sufficient funding in the appropriate line items.

## Travis County Monthly Cellular Service Allowance REQUEST

**FORM** Pursuant to Travis County Code, Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of monthly cellular service allowances within my Office/Department.

Samuel T. Bisceglie  
Official/Department Head Signature and Date

2-28-13  
effective date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95 POPS positions), 2007 (1.45%), and the remaining into 4107. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	\$10/mo	\$20/mo	\$30/mo
David A. Sanchez, EID #139517, Exec. Asst. Elec. Official, <sup>position ID 30000002</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:**

Reviewed by PBO

Approved by Commissioner's Court

Processed by Auditor's Office

Samuel T. Bisceglie  
signature and date  
Date

\_\_\_\_\_  
signature and date

**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
(\$190,642)	County Attorney	3/12/2013	County Attorney Litigation Staff
(\$21,592)	ITS	3/12/2013	County Attorney Litigation Staff
<b>\$5,763,090</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>\$2,970,381</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
(\$35,142)	Facilities	2/19/13	FFE for ongoing renovation of 700 Lavaca
<b>\$1,831,646 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>\$424,346 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)**

Amount	Dept Transferred Into	Date	Explanation
\$400,000			Beginning Balance
<b>\$400,000 Current Reserve Balance</b>			

**Unallocated Reserve Status (580015)**

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





## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** 03/26/2013, 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 requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Application to K9s4COPS, a 501(c)(3) non-profit organization to provide a public service dog for the Sheriff's Office;
- B. Application to the Office of the Governor, Criminal Justice Division to continue the Residential Substance Abuse Treatment Program in Juvenile Probation; and
- C. Approve revised resolution for the Trauma Informed Assessment and Response grant application originally approved on February 26, 2013.

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

Item A is an application to receive a public service dog for use in the Sheriff's Office.

Item B is the annual renewal application for the Leadership Academy Grant in Juvenile Probation Department.

Item C is a revision to the resolution approved as part of the Trauma Informed Assessment and Response application approved by Court on 02/26/13.

### **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 these items.

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Leslie Browder  
David Salazar

# TRAVIS COUNTY

3/26/2013

## GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2013

Created 03-21-2013, 2:50pm

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.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
<b>A</b>	137 K9s4COPs	04/01/13 - 09/30/13	\$12,000	\$0	\$0	\$0	\$12,000	-	R	S	8
<b>B</b>	145 Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	\$0	\$0	\$191,553	1.75	R	MC	23
<b>C</b>	145 Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	R	MC	46

### PBO Notes:

R - PBO recommends approval.  
 NR - PBO does not recommend approval  
 D - PBO recommends item be discussed.

### County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

S - Simple  
 MC - Moderately Complex  
 C - Complex  
 EC - Extremely Complex

**FY 2013 Grant Summary Report**  
**Grant Applications approved by Commissioners Court**

*The following is a list of grants for which application has been submitted since October 1, 2012, and the notification of award has not yet been received.*

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
145	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	3/5/2013

\*Amended from original agreement.

\$3,659,033 \$478,358 \$344,785 \$73,588 \$4,555,764 25.30

**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 (SVCII)	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
<hr/>									
			\$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.		Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request			PTC Approval Date	Contract Approval Date	
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
Totals			\$305,611	\$200,000	\$505,611	12.00				



## TRAVIS COUNTY

### FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Sheriff	
Contact Person/Title:	Karen Maxwell, Senior Planner	
Phone Number:	854-7508	

Grant Title:	K9s4COPs		
Grant Period:	From: <span style="border: 1px solid black; padding: 2px;">4/1/2013</span>	To: <span style="border: 1px solid black; padding: 2px;">9/30/2013</span>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	K9s4COPS, a 501(c)(3) non-profit organization		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:	K9s4COPS, a 501(c)(3) non-profit organization		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 12,000	\$ 0	\$ 0	\$ 0	\$ 12,000
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 12,000	\$ 0	\$ 0	\$ 0	\$ 12,000
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+   -	Applicable Departmental Measures				
1.	K9 Searches	283	92	296	
2.					
3.					
+   -	Measures for the Grant				
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

**PBO Recommendation:**

The Travis County Sheriff's Office is requesting approval to submit an application to K9s4COPs, a 501(c)(3) non-profit organization, to receive a public service animal for the office. No additional staff will be requested related to the animal and all costs will be paid by existing funds of the office. There is not grant match requirement. The office notes that a current public service animal may be retired soon due to health concerns so receiving a new animal will help the office to maintain current service levels for the program.

PBO recommends approval to submit the 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 TCSO K9 unit supports the overall mission of TCSO, supporting patrol and interdiction services, increasing community awareness and involvement in the detection and prevention of crime, conducting tracking and searches for our agency as well as local partner agencies. One of the public service dogs within the TCSO K9 unit has begun to suffer from seizures and may be retired at any time. This application provides an opportunity to seek a non-cash grant award in the form of a public service animal (K9) and if awarded this will allow for integration of a new PSD while maintaining operational levels of the unit.

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

All financial obligations related to the feeding, care, and healthy maintenance of the service animal will be met using Sheriff's Office existing budgeted funds. No additional County obligation will be requested.

**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.**

If awarded, the recipient organization must maintain all feeding, care, and health needs for the service animal. These expenses will be met within existing Sheriff's Office budgeted funds.

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

N/A

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.

None.

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

Award of this grant will maintain operational levels of the existing TCSO K9 unit.

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 TCSO K9 unit has one PSD that may be retired very soon due to a medical condition. The addition of another service animal at this time will allow for integration of a new PSD and will support the agency and K9 unit goals of reducing response times to K9 unit call outs and increasing self-initiated responses, increase traffic and criminal interdiction, provide more opportunity for community awareness and involvement activities, in addition to conducting tracking and searches in the dog's trained specialty as needed, by integrating the new PSD into the unit in a timely fashion.



JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
[www.tcsheriff.org](http://www.tcsheriff.org)

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

March 6, 2013

**MEMORANDUM**

**To:** The Travis County Commissioners Court  
**From:** Karen Maxwell, Senior Planner *KM*  
**Subject:** K9s4COPs Grant Application

Attached is a grant application to K9s4COPs, a 501(c)(3) non-profit foundation established to place trained K9s with law enforcement agencies. This application provides an opportunity to seek a non-cash grant award in the form of a public service animal. No additional handlers are requested in support of this application. One of the current service animals may be retired soon due to health concerns so this provides opportunity for continuation of operational levels while integrating the new K9 into the unit. All costs for care and feeding will be assumed with existing Sheriff's Office budgeted funds and there are no additional match requirements for this grant.

We are requesting the Commissioners Court approve submission of this grant application. If you have questions, please don't hesitate to contact me at 854-7508.

Cc: Matt Naper County Auditor's Office  
Jim Connolly, County Attorney's Office  
Travis Gatlin, PBO



## The Application Process

This application is a request for a police service dog that is brought before our Board of Directors for consideration. This application process does not guarantee a police service dog will be placed with your organization. We take great care in our selection process to ensure the grant of a police service dog is being placed with an agency that has the financial capability to care of the police service dog and has the experience necessary to utilize this highly trained asset to the greatest extent possible.

Our Executive Director and K9s4COPs board will follow up with your organization by email or phone on any information to better understand the urgency of your request.

Please complete the application and attach any letters or additional information you deem necessary to support your request to the email or address listed below.

**Email: Liz@K9s4COPs.com**

**Mail: K9s4COPs Inc., 1210 West Clay St., Unit 9, Houston, TX 77019**

**Phone: 713-523-2677**

Once the Board of Directors has reached a decision, K9s4COPs will contact you advising you of the outcome. Should the Board of Directors grant your agency a police service dog, the award will be announced in K9 Roll Call, which occurs at the beginning of each quarter. Also, a press release with your agency's name, as recipients will be sent out.

For more details please check out the Grant Criteria page.

**PLEASE COMPLETE THE FOLLOWING APPLICATION:**

**Organization Name: Travis County Sheriff's Office**

**Street Address: 5555 Airport Blvd**

**City, State and Zip: Austin, TX 78751**

**County: Travis County**

**Primary Contact for Questions on this Application:**

**Sgt. Walls, Warren D.**

**Daytime Phone: (512)762-2722 Work: (512) 854-4875**

**E-mail Address: dale.walls@co.travis.tx.us**



## Section 1 Law Enforcement Agency and Community

The following questions help our organization understand the agency and community requesting a POLICE SERVICE DOG (K-9).

- 1.) Which law enforcement agency is requesting a POLICE SERVICE DOG (K9)?  
**Travis County Sheriff's Office**
- 2.) What is the name of the city or county making the request?  
**Travis County**
- 3.) What is the population of the city, and/or county you will be patrolling?  
**1,063,130 (2011 census)**
- 4.) What are the square miles of the city and/or county you will be patrolling?  
**990.2 square miles**
- 5.) Is there a POLICE SERVICE DOG (K9) unit in your law enforcement agency?  
**Yes**  
A. If so, how long has the unit been operational?  
**Since 1995**
- 6.) Is this request for a POLICE SERVICE DOG to launch a POLICE SERVICE DOG (K9) unit in your agency?  
**No**  
A. If so, does anyone with the agency have any past experience with canines in law enforcement? Or where do you plan on receiving your initial training?  
**N/A**
- 7.) What is the size of your law enforcement agency?  
**Approximately 350 sworn LE that includes command staff**
- 8.) How many POLICE SERVICE DOG (K9) officers in your unit?  
**Five**
- 9.) How many POLICE SERVICE DOG (K9) officers have dogs?  
**Four**
- 10.) What is the time frame dictating the need of the POLICE SERVICE DOG?  
**As soon as practical.**
- 11.) Are there any neighboring agencies with POLICE SERVICE DOG (K9) units? If so what is the distance?  
**Yes. Austin Police Department (largest municipality within Travis County)**
- 12.) If you have a canine unit, how much training time is allotted per month to train?  
**32 hours**
- 13.) Will your department provide a letter of support to K9s4COPS Inc., outlining what they will provide for the canine and the handler? For example food, housing for dog, vehicle equipment, training, or training time for the handler. Please submit with application.  
**Yes, attached.**
- 14.) Has a POLICE SERVICE DOG (K9) ever died in your department for any other reason than in the line of duty or health or age? **No**





## Section 2 Type of POLICE SERVICE DOG (K-9) Being Requested

Although most agencies request dogs titled Single or Dual purpose dogs, to avoid confusion we have listed the different disciplines of training received through certification of credible vendors.

Please keep in mind that this process is about selecting the right dog for the right job. One dog cannot do everything so please consider the basic needs of your community when selecting the training of your dog.

### **Definitions:**

A Single purpose dog is trained in one of the following disciplines:

1. Green Dog (untrained)
2. Imprinted with Scents
3. Patrol – trained in handler protection
4. Human odor, which is the ability to search missing people or suspects
5. Narcotics Detection
6. Explosives and Bomb Detection
7. Cadaver
8. Search and Rescue
9. Arson – Accelerant detection

A Dual purpose dog is trained in more than one discipline and they are the following:

1. Patrol and Narcotics
2. Patrol and Explosives

### Please Make Selection of Specific Needs for Your Community

1. What discipline type of **SINGLE** purpose dog are you requesting? Please choose one:
  - a. Patrol – may be trained in handler protection, or in human odor, which is the ability to search for people, missing, or suspects
  - b. Narcotics Detection
  - c. Explosives and Bomb Detection
  - d. Cadaver
  - e. Arson – Accelerant detection
  - f. Other (please explain)



2. What discipline type of DUAL purpose dog are you requesting? Please choose one.
- Patrol and Narcotics
  - Patrol and Explosives
  - Other (please explain)

3. Is your organization requesting assistance with the purchase of a green dog and your certified in-house trainer will do the training? If so, and there is a trainer with your agency. Please list experience and qualifications.

**Sgt. Warren Dale Walls – Over 30 years' experience training dogs and handlers.**  
**1983 Patrol Dog Handler Course, USAF(240 Hours)**  
**1987 Narcotics Handler Course, USAF(240 Hours)**  
**1996 Federal Puppy Dog Program, Fort Worth TX(160 Hours)**  
**1999 Handler/Instructor/Judge Certification, Salt Lake City Utah (320 Hours)**

**Certified Utah Post Instructor and Judge/Certifying Official for NPCA**

4. Are you requesting more than one (1) dog? If so, please list the disciplines each dog must have. **No**
5. Does your organization have a preference for a particular breed? Explain the reason for the particular breed.  
**We would prefer a German Shepherd or Belgian Malinois. The reason for this selection is because of the high trainability and drive factor regarding dual purpose training.**
6. Do you have a SOP or mandatory certification that the dog must have? **Yes**  
If yes, please specify: **National Police Canine Association**
7. Do you have a medical and welfare system set up for patrol dogs?  
**Yes, Premier Animal Clinic**  
**DVM Shane Daigle (Cedar Park, TX)**  
**(512) 260-4000**
8. Does your organization provide for the financial expenses of patrol dog maintenance? If so, please explain.  
**Yes,**  
**Travis County pays for 100% of the Care and Maintenance for the dogs. Each handler is issued a home kennel, and Heated/AC Kennels are available at the East Substation for extended vacations or sick leave.**



9. Do you have equipment necessary for maintenance of the dog (i.e. leashes, collars, harnesses, crate, a built in cage for the car, heat alarm, etc.)?  
**Yes, all necessary equipment is provided.**

### Section 3 Handlers and Trainers

Because we take great care in placing our POLICE SERVICE DOGS with qualified organizations, we want to ensure they will be cared for by experience certified handlers. Please tell us about your POLICE SERVICE DOG (K9) handler's certifications and POLICE SERVICE DOG (K9) experience.

- 1.) How many years of law enforcement service does the handler possess? **8 years**
- 2.) How many years of POLICE SERVICE DOG (K9) Unit service? **3 years**
- 3.) What training or certifications does the handler hold?  
**2010 Basic Handler Course, 2010 NNDDA National Narcotics Conference, 2013 HITS Advanced Narcotic Detection Training, 2013 Law Dog Conference (Las Vegas).**
- 4.) What type of POLICE SERVICE DOG (K-9) handler program re-certifications do you attend? **Yearly NPCA re-certification in patrol and narcotics with yearly in house evaluations.**
- 5.) What experience does the handler have working a dog on the street? **3 years**
- 6.) What type of dog has the handler worked with (single, dual, cadaver, etc.)? **Dual purpose Narcotics/Patrol.**
- 7.) There is also the need for maintenance or sustainment training. Is your organization able to do this in house or will you need to outsource this continued training? **In-House/Training is conducted once per week as a unit and handlers are allotted time on shift for individual training.**

If there is more than one handler, please use the following space to explain.



#### Section 4 About Your Organization

Please provide any additional details you believe would assist K9s4COP's in understanding your agency's need for patrol dogs.

**Over the past couple of years there has been an increase in demand for K9 assistance with patrol and other specialty units. Seeking to fund, locate, and train a new K9 is a time consuming task that keeps one of our five K9 teams out for quite some time. My current K9 is beginning to suffer from seizures and could be retired at any moment. Acquiring a new K-9 now will minimize the time needed to keep a K9 team operational and prepared to work the streets.**



**GREG HAMILTON**

**TRAVIS COUNTY SHERIFF**

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Austin, Texas 78767

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JAMES N. SYLVESTER  
Chief Deputy

PHYLLIS CLAIR  
Major – Law Enforcement

DARREN LONG  
Major – Corrections

MARK SAWA  
Major - Administration & Support

March 1, 2013

**To:** Liz Lara Carreno  
Executive Director  
K9s4COPs  
1210 West Clay St., Unit 9  
Houston, TX 77019

**From:** Major Phyllis, Clair  
Law Enforcement Bureau  
Travis County Sheriff's Office

**Subject:** K-9 Grant

Dear Ms. Lara Carreno:

I am writing this letter to support my organization's grant proposal to receive a police service dog(s) from the K9s4COPs Inc. organization.

I certify that our organization's grant application has been presented to me and that I am satisfied the statements contained therein are true and correct.

Our organization can provide for the financial expenses of a police service dog(s) and has the equipment and experience necessary for the support and maintenance of our granted dog(s).

I give the proposed K9s4COPs grant application for a police service dog(s) my fullest support. If Travis County is selected the grant must be approved by the Travis County Commissioners prior to taking custody of the animal. I sign this letter as an authorized official with the Travis County Sheriff's Office.

Please contact me at (512) 854-9759 if I can be of any further assistance.

Sincerely,

Major Phyllis Clair



### **K9s4Cops Grant Agreement Terms and Conditions**

The grants made by K9s4Cops may be discontinued, modified, or withheld, if, in the sole discretion of K9s4Cops such action is necessary to comply with the requirements of the K9s4Cops Grant Terms and Conditions, necessary to comply with federal, state, or local laws, or it is in the best interest of the police service dog.

This grant and notice of approval are also subject to your performance of the following terms and conditions:

1. Report will be submitted to K9s4Cops annually, stating the current health of the police service dogs granted including veterinary records.
2. Report will be submitted to K9s4Cops semi-annually, stating what is being accomplished in the community by the police service dog granted.
3. Your organization consents that representatives of K9s4Cops may have complete access to your files and records for the purpose of making such financial audits, health verifications, and investigations as it deems necessary with reference to the police service dogs granted.
4. K9s4Cops may, at its expense, monitor and conduct an evaluation of operations and discuss with your organization the police service dogs granted.
5. Your organization shall immediately give written notice to K9s4Cops if your organization ceases to be exempt from Federal income taxes under the provisions of Section 501 (c) (3) of the Internal Revenue Code, or if the purpose and mission of your organization substantially changes.
6. By making this grant, K9s4Cops assumes no financial or legal obligation to provide future or continuing support to your organization.
7. Your organization agrees to assume all liability for all acts of the service dog. Further and to the extent permitted under the law of the State of Texas, your organization hereby releases and agrees to release, defend, indemnify, and hold K9s4Cops, Inc. and its employees, officers, directors, agents, representatives and volunteers ("Indemnified Parties") harmless from and against all claims, demands, causes of action, suits, damages, liabilities, losses, and expenses including court costs and reasonable attorney's fees, and all loss, damage, personal injury, or death resulting to K9s4Cops, Inc., its employees, officers, directors, agents, representatives and volunteers, and any third parties, arising out of or in connection with the activities to be undertaken by the service dog for the benefit of your organization. **TO THE EXTENT PERMITTED UNDER TEXAS**



**LAW, THIS INDEMNITY, RELEASE, AND HOLD HARMLESS AGREEMENT APPLIES REGARDLESS OF WHETHER THE CLAIM, DEMAND, LOSS, INJURY OR LIABILITY IS CAUSED, IN WHOLE OR IN PART BY AN INDEMNIFIED PARTY, INCLUDING WITHOUT LIMITATION CLAIMS ARISING OUT OF OR RESULTING, IN WHOLE OR IN PART, FROM THE INDEMNIFIED PARTY'S SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR FAULT, BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.**

8. In the event that K9s4COPS wishes to issue a news release concerning the grant, a copy of the proposed release will be submitted to your organization prior to the release.
9. Police service dogs granted shall be returned to K9s4COPS under the following circumstances:
  - a. In the event that your organization loses its tax-exempt status under Federal tax laws or substantially changes its purpose and mission.
  - b. If your organization fails to comply with any portion of the conditions here within agreed upon, police service dogs granted shall be returned to K9s4COPS.

The foregoing terms and conditions are intended to help us satisfy the requirements of the Tax Reform and Relief Act of 1969. Revision of these terms may be necessitated from time to time to meet the requirements of the Internal Revenue Code, regulations or tax rulings, or other requirements of law.

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Signature

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Name

---

Title

---

Name of Organization



**K9s4COPs Grant Agreement**

**Contact Information Form**

Please complete this form and turn in with your signed Grant Agreement.

1. **Authorizing Official** – Individual with the organization who has authority to legally bind the organization.

Name: County Judge Samuel T. Biscoe  
Street Address: 700 Lavaca, Suite 2.700  
City: Austin State: TX Zip: 78701  
Daytime Phone: (512) 854-9555  
Cell Phone: not available  
E-mail Address: sam.biscoe@co.travis.tx.us

2. **Highest of Level of Command (if not Authorizing Official)** – Individual who is commander of the law enforcement agency.

Name: Sheriff Greg Hamilton  
Street Address: 5555 Airport Blvd.  
City: Austin State: TX Zip: 78751  
Daytime Phone: (512) 854-9788  
Cell Phone: not available  
E-mail Address: greg.hamilton@co.travis.tx.us

3. **K9 Handler** – Individual who will be receiving the K9.

Name:  
Street Address:  
City: State: Zip:  
Daytime Phone:  
Cell Phone:  
E-mail Address:

4. **Point of Future Contact** – Individual who will be completing semi-annual reports and Media.

Name:  
Street Address:  
City: State: Zip:  
Daytime Phone:  
Cell Phone:  
E-mail Address:



GERMAN SHEPHERD



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www.vohneliche.com

kenneth@vohneliche.com

DUTCH SHEPHERD



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*"Specializing in Strong Social Police Dogs!"*

LABRADOR

## Narcotic Detector Dogs

Single Purpose Narcotic Detector Dog		Dual Purpose Narcotic Detector Dog		
			Untitled	Titled
Selection Tested	\$6,000	Selection Tested	\$8,000	\$10,000
Pre-trained	\$8,000	Pre-trained	\$10,000	\$12,000
Pre-trained and Class	\$10,000	Pre-trained and Class	\$13,000	\$15,000
Class Only	\$4,000	Class Only	\$5,000	

\*Note: Can add tracking to Single Purpose K-9 for additional \$1,000.00

## Explosive Detector Dogs

Single Purpose Explosive Detector Dog		Dual Purpose Explosive Detector Dog		
			Untitled	Titled
Selection Tested	\$6,000	Selection Tested	\$8,000	\$10,000
Pre-trained	\$10,000	Pre-trained	\$12,000	\$14,000
Pre-trained and Class	\$12,000	Pre-trained and Class	\$15,000	\$17,000
Class Only	\$4,000	Class Only	\$5,000	

\*Note: Can add tracking to Single Purpose K-9 for additional \$1,000.00

## Cell Phone/Cadaver/ Search & Rescue Dogs

## Police Service Dogs

** (Specialty Dogs)			Untitled	Titled
	Untitled	Selection Tested	\$8,000	\$10,000
Selection Tested	\$6,000	Pre-trained	\$10,000	\$12,000
Pre-trained	\$10,000	Pre-trained and Class	\$12,000	\$14,000
Pre-trained and Class	\$12,000	Class Only	\$4,500	

\*Note: Can add tracking to Single Purpose K-9 for additional \$1,000.00

\*\*Note: Dog can be trained on any identifiable type of contraband.

All Courses include one year of unlimited maintenance training. At your one-year anniversary date we offer a re-certification course @ the cost of \$ 200.00 per day.

NOTE: These prices do not include lodging.

Note: All dogs come with a comprehensive guarantee for both health and street workability. Prices have changed due to the decrease of the U. S. dollar in Europe.

★ All dual purpose pre-trained dog and class packages include an advanced service dog decoy class and one week of advanced control work/intro to E-Collar training.



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

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

Grant Title:	Residential Substance Abuse Treatment (RSAT) Program		
Grant Period:	From: <span style="border: 1px solid black; padding: 2px;">Oct 1, 2013</span>	To: <span style="border: 1px solid black; padding: 2px;">Sep 30, 2014</span>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	United States Department of Justice		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 60,593	\$ 47,888	\$ 0	\$ 0	\$ 108,481
Operating:	\$ 83,072	\$ 0	\$ 0	\$ 0	\$ 83,072
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 143,665	\$ 47,888	\$ 0	\$ 0	\$ 191,553
FTEs:	1.00	0.75	0.00	0.00	1.75

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.	Total number of RSAT participants served	115	121	102	127
2.	Total number of RSAT participants with length of stay of 180 days or more	n/a	n/a	n/a	19
3.	Total number of RSAT discharges	96	79	76	83
4.	Total number of RSAT discharges with length of stay of 180 days or more	n/a	n/a	n/a	11
5.	Percent of RSAT participants successfully discharged	82%	91%	80%	85%

+ -		Measures for the Grant			
1.	Number successful in completing program and passing drug tests (successful discharges)	79	72	61	71
Outcome Impact Description		Determined by the number of participants entering the RSAT program and the number of offenders who have completed the program and remained drug free throughout the duration of program			
2.	Total number of treatment beds supported by non-grant funds, but enhanced with grant funded services.	74	98	74	112
Outcome Impact Description		The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.			
3.	Number of RSAT discharges entering an Aftercare Program (percent of successful discharges)	21 (27%)	31 (43%)	61 (100%)	30 (43%)
Outcome Impact Description		Treatment is available for youth in the Leadership academy on a daily basis. Upon completion of the RSAT programming, residents "step down" into a Day Enrichment and/or Drug Court Program for the next level of treatment. A percentage of students enter into Aftercare Programming with some level of supervision provided.			
4.	Number of RSAT discharges entering an Aftercare Program after 180 days	n/a	n/a	n/a	11
Outcome Impact Description		Treatment is available for youth in the Leadership academy on a daily basis. Upon completion of the RSAT programming, residents "step down" into a Day Enrichment and/or Drug Court Program for the next level of treatment. Students with a length of stay greater than 180 days enter into Aftercare Programming with some level of supervision provided.			
5.	Total number of treatment beds supported by grant funds and continue receiving grant support	74	34	74	12
Outcome Impact Description		The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.			

**PBO Recommendation:**

The Juvenile Probation Department is requesting Commissioners Court approval to submit the annual application for the Residential Substance Abuse Treatment Grant to the Office of the Governor, Criminal Justice Division. This grant provides \$143,665 in funding for a one-full time counselor and substance abuse and/or mental health contracted services for juveniles receiving treatment at the department's residential facility. This is the continuation of an existing grant program.

The County's grant match is funded through by using a portion of the salary of one Counselor position funded by the General Fund. No additional General Fund resources are required, there are no indirect costs, and the grant does not require any long term commitment.

PBO recommends approval of this request.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

Travis County Juvenile Probation Department is requesting continuation funding from the OOG Criminal Justice-Residential Substance Abuse Treatment Fund in the amount of \$143,665 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of \$47,888 is internally funded through a portion of one counselor position.

The goal of the Residential Substance Abuse Treatment program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. The financial resources that have been secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

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

N/A; there are no long term County funding requirements.

**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.**

A 25% match has been calculated. The positions indicated by the match will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups; the .75 represents a portion of salary and benefits for one existing chemical dependency counselor.

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

There is no provision in this grant for indirect costs.

**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 program will not discontinue upon exhaustion of the grant. The Department intends to request subsequent year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. Only after all other resources are exhausted will the County be given the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

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

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and activities available to these youth.

The Travis County FY 2012 Community Plan for the Coordination of Criminal Justice and Related Activities, section on Juvenile Justice, Priority C states that Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems. Substantive resources are required to counter the predictability of juvenile and young adult offenders becoming further entrenched in the criminal justice system.

Successful re-entry into our community is in alignment with TCJPD's mission of public safety, while effectively addressing the needs of juveniles, families, and victims of crime. We intend to reach youth at risk of remaining chemically dependent and who may have co-occurring disorders. Providing residential substance abuse services and other ancillary services will empower these youth to begin a new life as law-abiding, productive citizens.



# 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  
Program Coordinator

SUBJECT: Approval of Grant Application Continue Residential Substance Abuse Treatment (RSAT) Program

DATE: March 8, 2013

Attached is Travis County Juvenile Probation Department's continuation grant application to the Office of the Governor, Criminal Justice Division for continuation of the Residential Substance Abuse Treatment program. \$143,665 is requested to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of \$47,888 is internally funded through a portion of one counselor position.

The goal of the Residential Treatment Services program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

Please review this item and place it on the **March 26<sup>th</sup>** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

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

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**Agency Name:** Travis County  
**Grant/App:** 1812209 **Start Date:** 10/1/2013 **End Date:** 9/30/2014

**Project Title:** Leadership Academy (Dual Diagnosis Unit)  
**Status:** Application Pending Submission

**Eligibility Information**

**Your organization's Texas Payee/Taxpayer ID Number:**  
17460001922000

**Application Eligibility Certify:**

Created on: 1/25/2013 11:08:18 AM By: Estela Medina

**Profile Information**

**Applicant Agency Name:** Travis County  
**Project Title:** Leadership Academy (Dual Diagnosis Unit)  
**Division or Unit to Administer the Project:** Juvenile Probation Department/ Residential Services Division  
**Address Line 1:** 2515 South Congress Avenue  
**Address Line 2:**  
**City/State/Zip:** Austin Texas 78704-5513  
**Start Date:** 10/1/2013  
**End Date:** 9/30/2014

**Regional Council of Governments(COG) within the Project's Impact Area:** Capital Area Council of Governments  
**Headquarter County:** Travis  
**Counties within Project's Impact Area:** Travis

**Grant Officials:****Authorized Official**

**User Name:** Samuel Biscoe  
**Email:** sam.biscoe@co.travis.tx.us  
**Address 1:** Post Office Box 1748  
**Address 1:**  
**City:** Austin, Texas 78767  
**Phone:** 512-854-9555 Other Phone:  
**Fax:** 512-854-9535  
**Title:** The Honorable  
**Salutation:** Judge

**Project Director**

**User Name:** Estela Medina  
**Email:** estela.medina@co.travis.tx.us  
**Address 1:** 2515 South Congress Avenue  
**Address 1:**  
**City:** Austin, Texas 78704  
**Phone:** 512-854-7069 Other Phone:  
**Fax:** 512-854-7097  
**Title:** Ms.  
**Salutation:** Chief

**Financial Official**

**User Name:** Nicki Riley  
**Email:** nicki.riley@co.travis.tx.us  
**Address 1:** 700 Lavaca Street Suite 1200  
**Address 1:**  
**City:** Austin, Texas 78701  
**Phone:** 512-854-9125 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.

**Grant Writer**

**User Name:** Maya Duff  
**Email:** maya.duff@co.travis.tx.us  
**Address 1:** 2515 South Congress Ave.  
**Address 1:**  
**City:** Austin, Texas 78704  
**Phone:** 512-854-7046 Other Phone:



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**Fax:** 512-854-7093**Title:** Ms.**Salutation:** Ms.

## Grant Vendor Information

**Organization Type:** County**Organization Option:** applying to operate a secure correctional facility**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460001922000**Data Universal Numbering System (DUNS):** 030908842

## Narrative Information

### Primary Mission and Purpose

The purpose of the Residential Substance Abuse Treatment (RSAT) Program for State Prisoners is to develop and implement substance abuse treatment projects within state and local correctional facilities, including jails.

### Funding Levels

The anticipated funding levels for the RSAT program are as follows:

- Minimum Award - None
- Maximum Award - None
- Matching Funds - Grantees must provide matching funds of at least twenty-five percent (25%) of the total project expenditures. This requirement must be met through cash contributions.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

**Note:** If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.

## Program Requirements

### Preferences

Preference will be given to applicants who demonstrate cost effective programs focused on a comprehensive and effective approach to services.

### Aftercare

Applicants are required to provide aftercare services. Aftercare programs coordinate service provisions between the correctional treatment program and other human service and rehabilitation programs such as education and job training, parole supervision, halfway houses, and self-help or peer group projects that may aid in rehabilitation.

**Note:** Although aftercare is required to receive funding, aftercare services are not reimbursable with RSAT grant funds.

Briefly describe the aftercare program, including the length of time services will be provided.

In response to an increase in the number of juveniles presenting with co-occurring disorders, Residential Services implemented a program which provides substance abuse treatment and mental health therapy. Pre-release and aftercare plans are developed by Travis County Juvenile Probation Department (TCJPD) staff; wraparound services are provided through several community partners under supervision of TCJPD staff. Juveniles are linked to and monitored by the TCJPD Juvenile Treatment Drug Court and Juvenile Probation Officers (JPOs) are specifically assigned supervision of juveniles reentering the community from ISC Programs.

### Priority Participants

Priority should be given to offenders who have six to twelve months remaining in their term of confinement so that they may be released from jail or prison instead of returning to the general jail or prison population after completing the treatment program.

### Funding Use

RSAT funds may be used for treatment services only.

### Room and Board

Applicants are required to provide housing, meals, snacks, clothing, transportation, dental care, and routine medical treatment for offenders in the program. *Though required, these services are not reimbursable with RSAT grant funds.*

### Treatment of Parolees

If serving parolees, no more than ten percent of the award amount can be expended for treatment of parolees. Services to parolees are limited to a time period not to exceed more than one year after release from a state correctional facility.

### Research

Projects must deliver services using modalities that are science-based and proven effective.

### Focus

Projects must focus on the substance abuse problems of the inmate using cognitive, behavioral, social, vocational, and other skills to resolve the substance abuse and related problems.

### Treatment Plan

Projects must develop an individualized treatment plan for each offender when the offender enters the residential treatment program. Corrections treatment projects and state or local substance abuse treatment projects must work together to place participants in appropriate aftercare programs when the individuals complete the residential phase of the program.

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**Drug Testing**

Projects must perform urinalysis or conduct other proven reliable method of drug and alcohol testing for program participants and former participants while they remain in the custody of the state or local government.

Describe the **drug testing policy for offenders** in your facility, including the method used for testing and the frequency of testing for participants.

Enter the drug testing policy for offenders:

Program participants who step down to Day Treatment, Intensive Outpatient, or Drug Court are drug tested at least once a week. Juveniles who are released into the community must submit to drug testing when they return to participate in regularly scheduled activities. If the urinalysis comes back positive, the juvenile is disqualified from participating in these activities, is held accountable, and appropriate sanctions are imposed by the courts.

Are employees subject to drug testing?

Select the appropriate response:

☒ Yes

☐ No

If you selected **Yes** above, briefly describe the policies related to the testing of employees.

Enter the employee testing policy:

TCJPD conducts employee drug testing in accordance with the U.S. Department of Transportation requirements. An employee may be asked to submit a urine, blood, or breath analysis when probable cause exists to believe that an employee who is on duty is under the influence of an illegal substance or alcohol or shows impaired job performance by the use of illegal substances and/or alcohol.

**Juvenile Projects**

All juvenile projects are required to comply with the Juvenile Justice and Delinquency Prevention Act of 2002 (*Public Law 107-273, 42 U.S.C. 5601 et seq., as amended*). Applicants that operate secure juvenile detention or correctional facilities that are not in compliance are **not eligible** for funding unless they have submitted an acceptable plan and timetable for eliminating the non-compliance to CJD.

**If the project is operated in State or Local Secure Correctional and Detention facilities the following requirements apply:**

Treatment Period – Not less than six months or more than 12 months.

Separation – Provide treatment in residential facilities that are set apart from the general correctional population in a completely separate facility or a dedicated housing unit within a facility for the exclusive use by project participants.

**If the project is operated in Local Jail facilities the following requirements apply:**

Treatment Period – Not less than three months.

Separation – Make every effort to separate the treatment population from the general correctional population.

**Civil Rights Liaison**

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Kimberly Austin-Smith

Enter the Address for the Civil Rights Liaison:

Travis County Human Resources; 700 Lavaca Street; Suite 420; Second Floor; Austin, TX 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

512-854-9165

**Certification**

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Residential Substance Abuse Treatment Program Solicitation.

☒ I certify to all of the above eligibility requirements.

**Problem Statement:**

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

Youth in the juvenile justice system who are assessed as needing residential substance abuse treatment services are at risk of running away from unsecured community-based facilities, resulting in unauthorized departures, additional violations, and possible referral to the Texas Juvenile Justice Department, formerly known as Texas Youth Commission. TCJPD, the only secured residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred to the Department's secured residential substance abuse treatment facility. Further, youth referred to the Department are presenting an increased need for comprehensive substance abuse treatment services that promote successful re-integration into the community. These youth are at risk for remaining in the juvenile justice system and graduating into the adult criminal justice system as they lack skills needed to promote crime-free productive lifestyles. It has been determined that several significant barriers interfere with successful re-integration into the

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community. These barriers include but are not limited to substance abuse problems compounded with mental health concerns, educational deficiencies, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and, activities available to these youth.

**Supporting Data:**

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

There is limited access to adequate substance abuse treatment in a secure residential setting. Currently in Travis County, the Juvenile Probation Department is the only secure residential substance abuse placement facility in the County and lacks resources needed to respond to the large number of youth presenting with substance abuse concerns. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 1,479 of the 2,243 juveniles referred to TCJPD in FY 2012 were screened for substance abuse issues and 2,018 were screened for mental health issues. Of those screened, 481 youth (33%) were identified as needing further substance abuse assessment and 461 youth (23%) were identified as needing further mental health assessment. Lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 34 juveniles at any given time; of the 34 beds, only 12 are designated for youth with a length of stay of 180 days or longer. Of the 202 youth served by the Intermediate Sanctions Center (ISC), TCJPD's secure residential facility, 54% (109) have either substance abuse or mental health concerns; 15% (31 youth) have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth placed in the Department's secured residential substance abuse treatment facility are faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems.

**Community Plan:**

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Travis County FY 2012 Community Plan for the Coordination of Criminal Justice and Related Activities, section on Juvenile Justice, Priority C states that Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems.

**Goal Statement:**

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The goal of the program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community.

**Cooperative Working Agreement (CWA):**

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each CWA. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the CWA(s). You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

**Continuation Projects:**

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

N/A. The project is on schedule in accomplishing the stated objectives.

**Project Summary:**

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Travis County Juvenile Probation Department, the only secure residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred to the Department's secured residential substance abuse treatment facility. Further, youth being referred to the Department are in need of comprehensive substance abuse treatment services that promote successful re-integration into the community. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 1,479 of the 2,243 juveniles referred to TCJPD in FY 2012 were screened for substance abuse issues and 2,018 were screened for mental health issues. Of those screened, 481 youth (33%) were identified as needing further substance abuse assessment and 461 youth (23%) were identified as needing further mental health assessment. Lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 34 juveniles at any given time; of these 34 beds, 12 are designated for youth with

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a length of stay of 180 days or longer and 22 beds have a shorter estimated length of stay. In addition to the 19 youth served through RSAT funded beds, 108 youth are expected to be served through grant funded services. Of the 202 youth served by the Intermediate Sanctions Center (ISC), TCJPD's secure residential facility, 54% (109) have either substance abuse or mental health concerns; 15% (31 youth) have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth placed in the Department's secured residential substance abuse treatment facility are being faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems. The goal of the proposed program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community. Program activities will target adjudicated youth of Travis County, ages 13 through 16, assessed as needing residential substance abuse treatment. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Because lack of educational options and limited skills and education are common barriers to successful reentry, the program is designed with a detailed program component that addresses educational and vocational skills of program participants. Specifically, the program allows participant access to computers installed with educational/vocational development software. This promotes hands-on interactive learning and vocational and educational skill development. From the moment that a juvenile enters the program, all services, activities, and treatments will be focused on one thing: successful re-entry back into the community.

## Project Activities Information

### Residential Information

In the spaces provided below enter the required information about the treatment facility and program.

List the **licenses** held by your facility:

TCJPD is licensed through the Department of Health and Human Services and is required to have a residential out-patient substance abuse treatment license.

Enter the total number of **treatment beds in the facility**:

124

Enter the number of **treatment beds used for RSAT participants**:

12

Enter the number of **offenders on waiting lists** for the facility's RSAT program:

0

Enter the average **length of time an offender is on the waiting list** for the facility's RSAT program:

0

Describe **how participants are set apart** from the general correctional population:

Program participants are housed separately from the general population.

Describe the **assessment tools and criteria for determining eligibility** in the program:

The Substance Use Survey-Instrument for Adolescents (SUS-IA), a 67 item screening instrument, is used to identify potential substance abuse. Youth believed to have substance abuse problems are further assessed using the Comprehensive Addiction Severity Index for Adolescents (CASI-A). The CASI-A is a specific tool used to evaluate drug/alcohol use and psychosocial impairment severity.

Enter the **duration** of the residential treatment program:

6-12 months

Describe the **treatment modalities** used:

This program is multi modal, which includes cognitive behavioral therapy (CBT), social skills training, group counseling, and pharmacological services. Some youth may need psychotropic medication in order to address co-occurring disorders.

Describe how the project develops the participants **cognitive, behavioral, social, vocational and other skills** to resolve the substance abuse and related problems:

This program will blend co-occurring therapeutic treatments, pro-social skills development, individual/group counseling, intensive family therapy, and cognitive behavioral therapy. School is provided on-site; vocational education and workforce issues are addressed.

Describe how the project determines the **cost of treatment** per offender, per day:

Operating costs plus personnel costs are divided by 365 (number of days in year). This number is then divided by the number of youth served.

### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
		Participants will be involved full-time in therapeutic activities. A weekly schedule will include participation

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Substance Abuse	100.00	in academics provided by teachers from the Austin Independent School District and substance abuse treatment that focuses on problems facing substance abusing juvenile offenders. The program is designed around a regimen conducted in a therapeutic community setting that promotes cognitive restructuring while addressing behavioral, social, educational/vocational, substance abuse and skill building activities to promote pro-social life skills. From the moment that a juvenile enters the RSAT program, all activities and treatments will focus on one thing: successful reentry back into the community. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will also include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Participants will learn necessary information and acquire the skills needed to complete the program through on-site educational services; individual counseling, group counseling, and family counseling services; substance abuse education and treatment; and urinalysis testing. 127 youth will be served through these services.
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**Geographic Area:**

The geographic area is Travis County, Texas.

**Target Audience:**

Substance abusing juvenile offenders referred for secured residential substance abuse treatment services; to include but not limited to youth possessing both mental health and substance abuse issues (co-occurring disorders).

**Gender:**

Male and female offenders.

**Ages:**

The inclusive age range is 13 through 16 years of age.

**Special Characteristics:**

Many youth will be dually diagnosed, having a combination of mental health and substance abuse issues (co-occurring disorders).

**Measures Information****Progress Reporting Requirements**

All programs will be required to report the output and outcome measures for this program to Texas A&amp;M University, Public Policy Research Institute (PPRI).

**Objective Output Measures**

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of grant-funded participants enrolled in the program at the time of application.	53	19
Number of new grant-funded participants estimated to be enrolled in the program during the grant period.	37	13
Number of grant-funded participants who received drug tests during the grant period (passed or failed the test).	53	19
Number of grant-funded participants who received drug tests during the grant period and failed the drug test.	42	15
Number of grant-funded participants tracked one year following release from an aftercare program.	11	4

**Custom Objective Output Measures**

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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**Objective Outcome Measures**

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OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of grant-funded participants who have completed the program and remained drug free during the treatment program.	28	10
Number of grant-funded participants who did not complete the program (terminated, dropped out, arrested, health problems, etc.).	2	1
Number of grant-funded participants tracked one year following release from aftercare that were not rearrested.	7	2

## Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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**Certification and Assurances**

Each applicant must click on this link to review the standard [Certification and Assurances](#).

**Resolution from Governing Body**

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

**Contract Compliance**

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

☒ Yes

☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Program Manager monitors contract compliance with the vendors used for professional services. This includes site visits and having weekly contact with the vendors to monitor client services and progress.

**Lobbying**

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

**Note:** Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

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☐ Yes  
☒ No  
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

☐ Yes  
☒ No  
☐ N/A

### Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2012

Enter the End Date [mm/dd/yyyy]:

9/30/2013

### Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

26615667

Enter the amount (\$) of State Grant Funds:

4816158

### Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

☒ Yes  
☐ No

**Note:** Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2011

### Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302 ; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- ☐ Type I Entity  
☐ Type II Entity  
☒ Type III Entity

**Debarment**

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify  
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

**FFATA Certification****Certification of Recipient Highly Compensated Officers** – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- ☐ Yes  
☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- ☐ Yes  
☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).



Created 03-21-2013, 2:50pm

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

**Fiscal Capability Information****Organizational Information**

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

**Accounting System**

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

☐ Yes☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

**Financial Capability**

Created 03-21-2013, 2:50pm

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an Independent audit?

Select the appropriate response:

- ☐ Yes  
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes  
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes  
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist	The Senior Counselor Indicated will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups. \$43,049 is	\$60,593.00	\$0.00	\$0.00	\$0.00	\$60,593.00	100

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	(licensed)	requested for salary and \$17,544 is requested for fringe benefits.						
Personnel	Counselor and/or Therapist (licensed)	Match is provided through the salary and benefits for a Senior Counselor. \$30,169 is matched through the Senior Counselor's salary and \$17,719 is matched through benefits.	\$0.00	\$47,888.00	\$0.00	\$0.00	\$47,888.00	75
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Day to day operations, such as pens and paper.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Educational and vocational supplies, books, workbooks, audiovisuals, and ongoing supplies for tutoring juveniles in the RSAT program, Training manuals for youth in the RSAT program. Cognitive Behavior Therapy workbooks and manuals. Various books under \$50 total for \$3,312.	\$3,312.00	\$0.00	\$0.00	\$0.00	\$3,312.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Urinalysis Kits. 1500 kits @ \$3.20/kit.	\$4,800.00	\$0.00	\$0.00	\$0.00	\$4,800.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Contractual substance abuse provider and/or mental health services, as well as psychological assessments and assessment tools.	\$74,460.00	\$0.00	\$0.00	\$0.00	\$74,460.00	0

**Source of Match Information****Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
75% of the salary and benefits for a current Senior Counselor	Cash Match	\$47,888.00

**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$47,888.00	\$47,888.00	\$0.00	\$0.00	\$0.00

**Budget Summary Information****Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL

Contractual and Professional Services	\$74,460.00	\$0.00	\$0.00	\$0.00
Personnel	\$60,593.00	\$47,888.00	\$0.00	\$0.00
Supplies and Direct Operating Expenses	\$8,612.00	\$0.00	\$0.00	\$0.00

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	
\$143,665.00	\$47,888.00	\$0.00	\$0.00	

**Condition Of Fundings Information**

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line I
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## COMPREHENSIVE CERTIFICATION AND ASSURANCES

### ASSURANCES

*The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, OMB Circulars No. A-21, A-110, A-122, A-87, A-133; Office of Justice Programs (OJP) Financial Regulations; Education Department General Administrative Regulations (EDGAR); E.O. 12372 Uniform Administrative Requirements for Grants and Cooperative Agreements — 28 CFR, Part 66, Common Rule; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a grantee, the more restrictive requirement applies. Specifically, the following applicable requirements must be certified:*

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** - It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **LABOR FAIR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, and other administrative requirements.
8. **EPA VIOLATING FACILITIES** - It will insure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. **NATIONAL ENVIRONMENTAL POLICY ACT** - It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned

- to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.
12. **COMPLIANCE WITH LAWS AND GUIDES** - It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
  13. **COMPLIANCE WITH CODE OF FEDERAL REGULATIONS** - It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
  14. **NONDISCRIMINATION** -
    - A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    - B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(a)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    - C. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Justice Programs, Office for Civil Rights (OCR).
    - D. It will provide an Equal Employment Opportunity Plan (EEO) to OCR and to the Office of the Governor (OOG), if required to submit one; otherwise, it will provide a certification to the OCR and the OOG that it has a current EEO on file, if required to maintain one. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, no EEO is required. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr>.
  15. **LIMITED ENGLISH PROFICIENCY** - It will comply with Ex. Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) and resulting agency guidance which states that national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, a recipient must take reasonable steps to ensure the LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In conducting its programs and activities, the recipient is encouraged to consider the language service needs of LEP persons whom it serves or encounters. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.
  16. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
  17. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
  18. **TAXES** - It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
  19. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
  20. **PUBLIC INFORMATION** - It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
  21. **CHILD SUPPORT PAYMENTS** - It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
  22. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective

- and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
23. **RELATIVES** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
  24. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
  25. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
  26. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it will comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Texas Government Code, Chapter 415, or it must provide the Criminal Justice Division with a certification from the Texas Commission on Law Enforcement Officer Standards and Education stating that the agency is in the process of achieving compliance with such rules.

## **CERTIFICATIONS**

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will 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. Establish a drug-free awareness program to inform employees about:
    - i. the dangers of drug abuse in the workplace;
    - ii. the applicant's policy of maintaining a drug-free workplace;
    - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. the penalties that may be imposed upon employees for drug abuse violations.
  - 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:
    - i. abide by the terms of the statement, and
    - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
  - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
  - F. Taking one of the following actions with respect to any employee who is so convicted:
    - i. taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. requiring such employee to participate satisfactorily in 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 the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **LOBBYING** - The applicant certifies that:
  - A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Criminal Justice Division.
  - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Criminal Justice Division to obtain the appropriate disclosure form.
  - C. It will include the language of paragraphs A. and B. of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

**RESOLUTION**

**WHEREAS**, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Leadership Academy (Dual Diagnosis Unit) be operated; and

**WHEREAS**, the Commissioners of Travis County have agreed to provide the minimum matching percentage for said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

**WHEREAS**, the Commissioners of Travis County have agreed that in the event of loss or misuse of the Criminal Justice Division funds, all funds will be returned to the Criminal Justice Division in full.

**WHEREAS**, County Commissioners of Travis County designates Samuel T. Biscoe, County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners of Travis County approve the submission of the grant application for the Leadership Academy (Dual Diagnosis Unit) to the Office of the Governor, Criminal Justice Division.

Signed by: \_\_\_\_\_

SAMUEL T. BISCOE, County Judge

Passed and Approved this 26<sup>th</sup> of March

Grant Application Number: **1812209**





## 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 type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" 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>	Trauma Informed Assessment and Response program		
<b>Grant Period:</b>	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Office of the Governor, Criminal Justice Division		
<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 checked="" type="checkbox"/>	No: <input type="checkbox"/>	
<b>Originating Grantor:</b>	United States Department of Justice		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 35,798	\$ 0	\$ 0	\$ 0	\$ 35,798
Operating:	\$ 154,210	\$ 0	\$ 0	\$ 0	\$ 154,210
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 3,800	\$ 0	\$ 0	\$ 0	\$ 3,800
Totals:	\$ 193,808	\$ 0	\$ 0	\$ 0	\$ 193,808
FTEs:	0.50	0.00	0.00	0.00	0.50

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 program youth referred	n/a	n/a	499	514
2.	Number of program youth screened/assessed	n/a	n/a	182	187
3.	Number of program youth served	n/a	n/a	100	100
4.	Number of program youth with formal psychological/ psychiatric evaluations	n/a	n/a	100	100
+	-	Measures for the Grant			
1.	Number of program youth completing program requirements	n/a	n/a	53	53
Outcome Impact Description		To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
2.	Number of youth complying with an aftercare plan	n/a	n/a	53	53
Outcome Impact Description		To increase the supervision success rate for juveniles with a trauma-based diagnosis.			
3.	Number of program youth exhibiting a decrease in antisocial behavior	n/a	n/a	64	64
Outcome Impact Description		To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
4.	Number of program youth exhibiting a decrease in substance use	n/a	n/a	58	58
Outcome Impact Description		To improve access to substance abuse treatments and related services that will address the juveniles' exposure to trauma.			
5.	Number of program youth exhibiting an improvement in family relationships	n/a	n/a	55	55
Outcome Impact Description		To improve family functioning through access to therapeutic services that will address the juveniles' exposure to trauma.			
6.	Number of program youth exhibiting an improvement in social competencies	n/a	n/a	59	59
Outcome Impact Description		To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
7.	Number of program youth who offend or reoffend	n/a	n/a	30	30
Outcome Impact Description		To increase community safety.			

**PBO Recommendation:**

The Juvenile Probation Department is requesting Commissioners Court approval of an amendment to a continuation grant application with the Office of the Governor, Criminal Justice Division. The original grant application was approved by Commissioners Court on February 26th, 2013. The resolution for this application has been updated to remove language that did not pertain to this grant.

This grant will pay for a 0.5 FTE licensed counselor/therapist position, and create contracts with CASA of Travis County and with a local psychiatrist. The total grant application is for \$193,808, with a required 2% indirect cost amount of \$3,800. There is no cash match or long term County funding requirement for this grant.

PBO recommends approval of the amendment to the application.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

The goal of Trauma Informed Assessment and Response is to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs. If appropriate and beneficial for TCJPD and its youth, youth from other programs may use the services from this grant as well.

There are two objectives of this program. One is to improve outcomes for youth with identified mental health needs by diagnosing trauma and providing specific treatment and targeted services to meet those needs. A more rigorous mental health assessment process will identify a larger number of youth who have experienced trauma. Another objective is to leverage the existing collaborative efforts between TCJPD, CPS, and CASA for youth with trauma-based mental health disorders. Collaboration between these agencies will allow the program to provide more intensive services to address the needs of these youth.

The grant will pay for a .50 FTE senior counselor and/or therapist (licensed), who will be paid solely out of this grant, a contract with CASA of Travis County to provide a guardian ad litem for program participants, a contract with Dr. Casey O'Neal to provide intensive psychological and/or psychiatric evaluations, and trauma based/ alternative therapeutic services to program participants for a total cost of \$193,808.

Per the grantor's request, the resolution for this application has been updated to remove a clause that was not relevant to this program.

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

There are no long term County funding requirements of 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 is 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 cost for \$3,800.

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 continuation funding for personnel, contractual, and services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the staff positions as well as other areas of Special Services Division.

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

n/a

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The Travis County Commissioner's Court approved the community plan, entitled—"Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015," on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses priority C from the juvenile justice section. Priority C states: "Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems." To address this priority, the Trauma Informed Assessment and Response program will collaborate with service providers, non-profits, and multiple units within TCJPD to maximize resources, improve quality of services and outcomes, and reduce justice system involvement for youth experiencing mental health/co-occurring disorders and substance abuse problems associated with exposure to trauma.



## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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: Amendment to Grant Application for Renewal of Trauma Informed Assessment and Response program

DATE: March 19, 2013

Attached is a revision of the Travis County Juvenile Probation FY14 grant application to the Office of the Governor, Criminal Justice Foundation for the Trauma Informed Assessment and Response program. \$193,808 has been requested to fund one part-time senior counselor/therapist and contracted vendors to provide psychological examinations and trauma based therapy to youth.

This funding will be used to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs.

**This grant application was originally approved at the February 26<sup>th</sup> Commissioners' Court. Per the grantor's request, the resolution has been updated to remove a clause that was not relevant to this program. Attached is the grant summary sheet for the amendment of this proposal and the revised resolution for signature.**

Please review this item and place it on the **March 26, 2013** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

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

**RESOLUTION**

**WHEREAS**, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Trauma Informed Assessment and Response program be operated; and

**WHEREAS**, the Commissioners of Travis County have agreed that in the event of loss or misuse of the Criminal Justice Division funds, all funds will be returned to the Criminal Justice Division in full.

**WHEREAS**, the County Commissioners of Travis County designate the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners of Travis County approve the submission of the grant application for the Trauma Informed Assessment and Response program to the Office of the Governor, Criminal Justice Division.

Signed by: \_\_\_\_\_

SAMUEL T. BISCOE, County Judge

Passed and Approved this 26<sup>th</sup> of March, 2013

Grant Application Number: **2577202**



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** March 26, 2013

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

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

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### **AGENDA LANGUAGE:**

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$754,131.33 for the period of March 8 to March 14, 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 \$754,131.33.

### **ISSUES AND OPPORTUNITIES:**

See attached.

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

Employee Health Benefit Fund (8956) – \$754,131.33

### **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 26, 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:** March 8, 2013 to March 14, 2013

**REIMBURSEMENT REQUESTED  
FOR THIS PERIOD:** \$754,131.33

**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 \$754,131.33.

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  
MARCH 8, 2013 TO MARCH 14, 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 26, 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: March 8, 2013  
 TO: March 14, 2013

**REIMBURSEMENT REQUESTED:** **\$ 754,131.33**

**SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:**

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,796,481.47
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: March 19, 2013	\$ (1,051,038.00)
Adjust to balance per UHC	\$ 8,687.86
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 754,131.33</b>
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 754,131.33</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 \$93,494.47) 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 (\$89,254.04) 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.

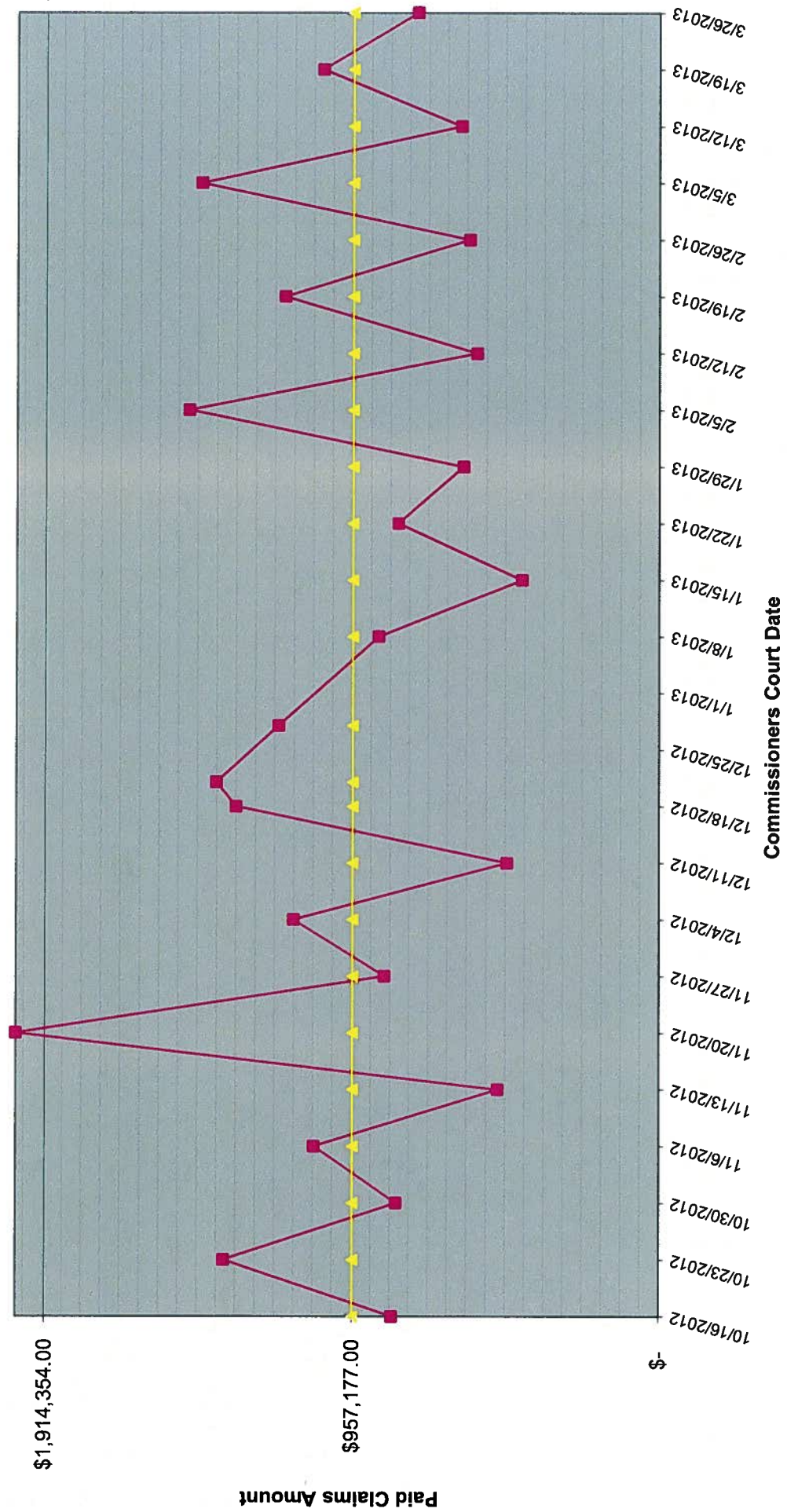
I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

*not available*

John Rabb, Benefits Manager	Date
<i>Shannon Steele</i>	<i>3/18/13</i>
Shannon Steele, Benefits Administrator	Date
<i>Norman McRee</i>	<i>3/18/13</i>
Norman McRee, Financial Analyst	Date

\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

# Travis County Employee Benefit Plan FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23



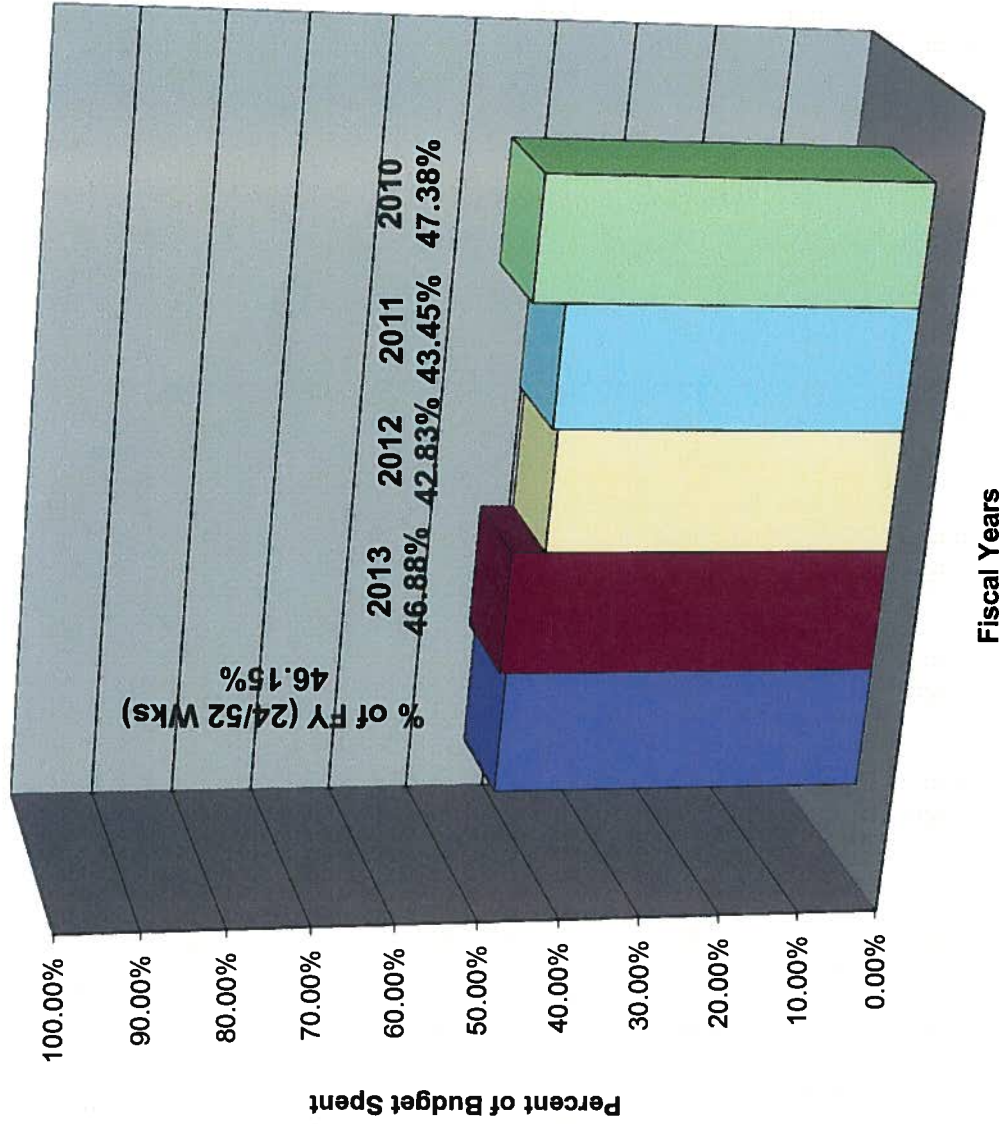
**Travis County Employee Benefit Plan  
FY13 Weekly Paid Claims VS Weekly Budgeted Amount**

W k	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%
22	2/22/2013	2/28/2013	3/12/2013	\$ 617,670.76	\$ 957,177.23	1	\$ 30,476.50	43.25%	38.55%
23	3/1/2013	3/7/2013	3/19/2013	\$ 1,051,038.00	\$ 957,177.23	2	\$ 61,077.22	45.36%	41.36%
24	3/8/2013	3/14/2013	3/26/2013	\$ 754,131.33	\$ 957,177.23	3	\$ 93,494.47	46.88%	42.83%
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Paid & Budgeted Claims to Date	\$ 23,332,820.57	\$ 22,972,253.54
Paid Claims less Total Weekly Budget	\$ 360,567.03	

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

# Comparison of Claims to FY Budgets Week 24



## Norman Mcree

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**From:** SIFSAX@UHC.COM  
**Sent:** Friday, March 15, 2013 1:06 AM  
**To:** Norman McRee  
**Subject:** UHG FUNDING NOTIFICATION

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

**DATE:** 2013-03-15      **REQUEST AMOUNT:** \$1,796,481.47

**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: 2013-03-14      \$953,886.33  
- REQUIRED BALANCE TO BE MAINTAINED:      \$2,668,041.00  
+ PRIOR DAY REQUEST:      \$00.00

= UNDER DEPOSIT:      \$1,714,154.67

+ CURRENT DAY NET CHARGE:      \$82,326.80  
+ ISSUED CREDIT AMOUNT:      \$00.00  
+ FUNDING ADJUSTMENTS:      \$00.00

**REQUEST AMOUNT:**      \$1,796,481.47

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### ACTIVITY FOR WORK DAY: 2013-03-08

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$50,399.12	\$00.00	\$50,399.12
<b>TOTAL:</b>	<b>\$50,399.12</b>	<b>\$00.00</b>	<b>\$50,399.12</b>

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013\_03\_14

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$ (25.00)	25	363554	AH	8	3/11/2013	50	3/13/2013	3/14/2013
701254	632	\$ (25.00)	QG	91991760	AH	9	12/31/2012	50	3/13/2013	3/14/2013
701254	632	\$ (25.00)	QG	91868378	AH	8	3/5/2013	50	3/11/2013	3/14/2013
701254	632	\$ (25.04)	QG	91991760	AA	5	12/31/2012	50	3/13/2013	3/14/2013
701254	632	\$ (29.23)		28 10573197	AH	1	3/7/2013	50	3/12/2013	3/14/2013
701254	632	\$ (29.40)		28 10573190	AH	1	3/7/2013	50	3/12/2013	3/14/2013
701254	632	\$ (29.67)	PH	37663093	AA	1	11/19/2012	50	3/13/2013	3/14/2013
709445	5972	\$ (41.40)	QG	11258639	AA	1	11/19/2012	50	3/15/2013	3/14/2013
701254	632	\$ (44.51)	QG	71327042	AH	16	12/28/2012	50	3/15/2013	3/14/2013
701254	632	\$ (61.43)	QG	41217077	AE	11	11/1/2012	50	3/13/2013	3/14/2013
701254	632	\$ (67.68)	QG	41041790	AE	11	7/26/2012	50	3/13/2013	3/14/2013
701254	632	\$ (68.00)	PH	85311046	AH	1	11/19/2012	50	3/13/2013	3/14/2013
701254	632	\$ (82.40)		28 10573199	AA	7	3/7/2013	50	3/12/2013	3/14/2013
701254	632	\$ (84.75)	QG	2566256	AA	1	7/10/2012	50	3/14/2013	3/14/2013
701254	632	\$ (140.05)		28 10573193	AH	8	3/7/2013	50	3/12/2013	3/14/2013
701254	632	\$ (150.48)		28 10573191	AH	1	3/7/2013	50	3/12/2013	3/14/2013
701254	632	\$ (175.74)	QG	51239962	AH	1	3/6/2013	50	3/12/2013	3/14/2013
701254	632	\$ (256.64)		28 10573198	AA	7	3/7/2013	50	3/12/2013	3/14/2013
701254	632	\$ (1,232.00)	QG	11281915	AH	8	3/6/2013	50	3/12/2013	3/14/2013

754,131.33

# ***Travis County Hospital and Insurance Fund - County Employees***

## ***UHC Payments Deemed Not Reimbursable***

For the payment week ending: 03/14/2013

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



## Travis County - Employee Health Benefits Fund (8956)

### Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 03/26/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 66,476.05
	RR	1110068956	516110	\$ 23,453.94
Total CEPO				\$ 89,929.99
EPO	EE	1110068956	516030	\$ 100,896.23
	RR	1110068956	516130	\$ 7,596.08
Total EPO				\$ 108,492.31
PPO	EE	1110068956	516020	\$ 535,704.92
	RR	1110068956	516120	\$ 20,004.11
Total PPO				\$ 555,709.03
Grand Total				\$ 754,131.33

## Item 23



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 3/26/13

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

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### AGENDA LANGUAGE:

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

Proposed routine personnel amendments

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 6, and 8.**

**FY 13 Temporary Position Extensions – Page 7.**

Approval requested to **extend** temporary hourly no benefit position end dates - (less than 6 months of employment) effective April 1, 2013. HRMD has reviewed appropriate documentation; PBO has confirmed FY 13 funding.

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.



## 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 26, 2013**

**ITEM # :**

**DATE:** March 15, 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

**FROM:** Todd L. Osburn, Compensation Manager, HRMD

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 6, and 8.**

**FY 13 Temporary Position Extensions – Page 7.**

Approval requested to **extend** temporary hourly no benefit position end dates - (less than 6 months of employment) effective April 1, 2013. HRMD has reviewed appropriate documentation; PBO has confirmed FY 13 funding.

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	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	03/11/2013	N/A	N/A	3150 - County Clerk	30050073 / Business Analyst III / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$72,861.57
New Hire	New Hire	03/11/2013	N/A	N/A	1600 - Juvenile Public Defender	30003944 / Attorney I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$57,241.60
New Hire	New Hire	03/04/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30000665 / Education Instructional S / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,615.00
New Hire	New Hire	03/11/2013	N/A	N/A	3500 - Sheriff	30050212 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,042.72
New Hire	New Hire	03/18/2013	N/A	N/A	1400 - Information Technology Service	30050190 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$65,000.00
New Hire	New Hire	03/18/2013	N/A	N/A	3500 - Sheriff	30050214 / Records Analyst / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$41,995.20
New Hire	New Hire	03/18/2013	N/A	N/A	3100 - County Attorney	30000821 / Law Clerk I / 1 - Regular / 04 - Part Time Non- Exempt / GRD15 / 00 / \$17,604.25
New Hire	New Hire	03/25/2013	N/A	N/A	3100 - County Attorney	30000769 / Attorney II / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$77,306.53

## 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	03/11/2013	N/A	N/A	3300 - District Attorney	30001398 / Investigator / 1 - Regular / 02 - Full Time Non-Exempt / GRD67 / 01 / \$70,779.49
New Hire	New Hire	03/18/2013	N/A	N/A	3460 - Constable Pct 3	30001815 / Constable Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD61 / 01 / \$49,686.62
New Hire	New Hire	03/18/2013	N/A	N/A	3460 - Constable Pct 3	30001817 / Constable Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD61 / 01 / \$49,686.62
New Hire	New Hire	03/11/2013	N/A	N/A	3300 - District Attorney	30001353 / Attorney VI / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$91,956.80
New Hire	New Hire	03/18/2013	N/A	N/A	3500 - Sheriff	30002068 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,042.72
New Hire	New Hire	03/18/2013	N/A	N/A	3100 - County Attorney	30050204 / Victim Counselor Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$44,366.40
New Hire	New Hire	03/18/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30050851 / Interpreter Sign Language / 2 - Temporary / 06 - Hourly - No Bnf / GRD22 / 00 / \$34.00
Re-Hire	Re-Hire	03/11/2013	N/A	N/A	3050 - Tax Collector	30005851 / Administrative Asst I / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / \$14.54

## 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	Temporary to Regular	03/04/2013	1550 - Counseling and Education Sv	30003800 / Office Specialist / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	1550 - Counseling and Education Sv	30003811 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$30,804.80
Mobility	Temporary to Regular	03/04/2013	1450 - Facilities Management	30000490 / Custodian / 2 - Temporary / 06 - Hourly - No Bnf / GRD07 / 00 / \$11.00	1450 - Facilities Management	30050191 / Custodian / 1 - Regular / 02 - Full Time Non-Exempt / GRD07 / 00 / \$22,880.00
Mobility	Career Ladder	03/05/2013	3500 - Sheriff	30002970 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002970 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	03/21/2013	3500 - Sheriff	30002527 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002527 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	03/05/2013	3500 - Sheriff	30002816 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002816 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	03/05/2013	3500 - Sheriff	30002293 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002293 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	03/19/2013	3500 - Sheriff	30002499 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002499 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	03/11/2013	3500 - Sheriff	30002543 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002543 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26

## 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	Reclassification	03/01/2013	3200 - District Clerk	30001100 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,238.83	3200 - District Clerk	30001100 / Court Clerk II / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$34,608.50
Mobility	Career Ladder	03/06/2013	3500 - Sheriff	30002879 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002879 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	02/07/2013	3500 - Sheriff	30002831 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002831 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	03/07/2013	3500 - Sheriff	30002592 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002592 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Promotion	03/01/2013	3200 - District Clerk	30001165 / Court Clerk II Sr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$58,435.43	3200 - District Clerk	30001069 / Court Services Program Mgr / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$64,500.00
Mobility	Career Ladder	03/11/2013	3500 - Sheriff	30002548 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002548 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Salary Change	Salary/Hourly Rate Change (Error Correction Pers. Amend. 2/5/13)	01/02/2013	1150 - County Commissioner 3	30000016 / Executive Asst / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$52,380.02	1150 - County Commissioner 3	GRD17 / 00 / \$53,000.00

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## 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
Salary Change	Salary/Hourly Rate Change (Error Correction Pers. Amend. 2/5/13)	01/02/2013	1150 - County Commissioner 3	30000015 / Executive Asst- Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$50,908.00	1150 - County Commissioner 3	GRD19 / 00 / \$55,000.00



<b>FY 13 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY NO BENEFIT POSITIONS</b>		
<b>Personnel Area</b>	<b>Position Number</b>	<b>Position Title</b>
<b>County Atty</b>	30000891, 30000892, 30000893, 30000894, 30000895, 30000896, 30000897, 30000898	Office Asst
<b>District Attorney</b>	30050114	Attorney VI
<b>District Attorney</b>	30050113	County/District Attorney Div Dir
<b>District Attorney</b>	30050054	Law Clerk II
<b>District Attorney</b>	30050025, 30050072, 30050282	Office Specialist
<b>Facilities Management</b>	30000478, 30000490, 30000511, 30005542	Custodian
<b>Facilities Management</b>	30000450, 30000454, 30005979, 30005980, 30005981	Groundskeeper
<b>Health and Human Sv and Vet Sv</b>	30050276, 30050277, 30050401, 30050426	Office Specialist
<b>Health and Human Sv and Vet Sv</b>	30050287	Planner
<b>Health and Human Sv and Vet Sv</b>	30050502, 30050551	Planner Mgmt Research Asst
<b>Health and Human Sv and Vet Sv</b>	30006014	Volunteer Coord
<b>Intergovernmental Relations</b>	30050451	Administrative Asst II
<b>Justice of the Peace Pct 4</b>	30050403	Court Clerk I
<b>Purchasing</b>	30005543	Pur Support Specialist I
<b>Transportation and Nat Rsrc</b>	30050601, 30050602	Natural Resources Tech
<b>Transportation and Nat Rsrc</b>	30004776, 30004864, 30004866, 30004867, 30004872, 30004889, 30004906, 30004907, 30004910, 30050006, 30050009, 30050010, 30050011, 30050012, 30050013, 30050014, 30050015, 30050016, 30050017, 30050018, 30050019, 30050020	Park Tech I
<b>Transportation and Nat Rsrc</b>	30004832	Park Tech II

**AD HOC CLASSIFICATION CHANGE CORRECTION**

		<b>Current</b>			<b>HRMD Recommends</b>		
<b>Dept.</b>	<b>Position</b>	<b>Budgeted Title / Job Object ID</b>	<b>FLSA</b>	<b>Pay Grade</b>	<b>Budgeted Title / Job Object ID</b>	<b>FLSA</b>	<b>Pay Grade</b>
<b>County Clerk</b>	<b>30001012</b>	Court Clerk Asst / 20000082	NE	11	Court Clerk II / 20000084	15	NE

**Correcting position number for an ad hoc classification approved on 3/5/13. Position should have been 30001012 instead of 30000918.**

**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**

AD HOC CLASSIFICATION - CHANGING COMPOSITION					
DATE	FROM	TO	REASON	APPROVED BY	DATE
11/15/12	11/15/12	11/15/12	11/15/12	11/15/12	11/15/12
11/15/12	11/15/12	11/15/12	11/15/12	11/15/12	11/15/12
11/15/12	11/15/12	11/15/12	11/15/12	11/15/12	11/15/12
11/15/12	11/15/12	11/15/12	11/15/12	11/15/12	11/15/12

THE BOARD OF THE COMMISSIONERS FOR THE PROSECUTIONS AND ATTORNEY GENERAL

11/15/12

11/15/12

11/15/12

11/15/12

11/15/12

**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS



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

**MEMORANDUM**

**TO:** Commissioners Court *Travis R. Gatlin*  
**FROM:** Travis R. Gatlin, Assistant Budget Director  
**DATE:** March 19, 2013  
**SUBJECT:** Impact of HB 2899

The Planning and Budget Office has been asked to provide the Commissioners Court with a fiscal analysis of House Bill 2899. The bill is an unfunded mandate that would have an extraordinary fiscal impact to Travis County and weaken local control of taxpayer dollars through increasing the County's fiscal exposure to accumulated sick time payout at termination for Travis County Sheriff's Office (TCSO) Peace Officer Pay Scale (POPS) employees, which comprise approximately a quarter of the County's workforce.

The current policy applies to all employees and allows for the payment of one-half (1/2) of accumulated sick pay up to a maximum of 240 hours (half of 480) at the rate of pay upon termination. This means that any sick pay accumulation above 480 hours is not paid at termination and that hours at or below that amount are paid at 50%. HB 2899 would require the County to pay 100% of up to 720 hours of accumulated sick time at termination for TCSO POPS employees. Any accumulated time greater than 720 hours would not be paid at termination and any time less than or equal to 720 hours would be paid at the actual number of accumulated sick time hours. Similar bills have been filed in each of the last two legislative sessions and have been opposed by the Commissioners Court. HB 2899 is slightly different than the previous proposed bills in that HB 2899 applies only to employees on the Peace Officer Pay Scale in TCSO rather than all employees in the Sheriff's Office. HB 2899 has also been bracketed to apply only to Travis County rather than all large urban counties as was the case in the two previous versions.

The proposed change is estimated to increase the potential costs of accumulated sick time payouts at termination for TCSO POPS employees by \$9.5 million, from \$6.4 million to \$15.9 million. This is a 148% increase in costs over the current policy. If the mandated sick time payout from HB 2899 was applied to all County employees, the estimated increase to the potential payout of accumulated sick time at termination would increase by \$21.5 million, from \$16 million to \$37.5 million, which is a 134% increase. These calculated estimates are based on data as of March 7, 2013, and may also change depending on turnover, FTE changes and changes in sick time balances. The analysis and estimates provided by PBO assume that if HB 2899 passes, it would apply retroactively to sick time hours already accumulated by TCSO POPS employees. Should this not be the case and it only applies prospectively to future hours accumulated after the effective date of the bill, the short term estimated impact will be less. The long term impact should be similar to the estimates provided above. In addition, HB 2899 would result in the County treating TCSO POPS employees significantly different than all other County employees (Classified and Non-TCSO POPS) with regard to this benefit policy. The last time a similar bill was discussed, Commissioners Court requested the impact if the change was applied

to all other County employees along with the potential tax rate implications. The following tables summarize the potential impact of the HB 2899.

<b>Table I: Detailed Snapshot Impact of HB 2899 on TCSO POPS (as of March 7, 2013)</b>					
Accrued Sick Leave Hours	# of Employees	Avg. Tenure	Incremental County Cost of HB 2899 on Sick Leave Payout (Salary and Benefits)	Per Employee - Incremental Sick Leave Payout from HB 2899 (Salary and Benefits)	Per Employee - Total Sick Leave Payout. Current Policy+HB 2899 (Salary and Benefits)
<240 Hours	533	7.5 yrs	\$914,125	\$1,715	\$3,430
240-479	265	12.3 yrs	\$1,695,682	\$6,399	\$12,798
480-719	144	15.1 yrs	\$2,084,359	\$14,475	\$24,152
>=720	219	19.8 yrs	\$4,799,920	\$21,917	\$32,876
<b>Total for TCSO</b>	<b>1,161</b>	<b>11.8 yrs</b>	<b>\$9,494,086</b>	<b>\$8,178</b>	<b>\$13,693</b>

<b>Table II: Detailed Snapshot Impact of All Other Employees (Classified and Non-TCSO POPS) if Matched to HB 2899 (as of March 7, 2013)</b>					
Accrued Sick Leave Hours	# of Employees	Avg. Tenure	Incremental County Cost of HB 2899 on Sick Leave Payout (Salary and Benefits)	Per Employee - Incremental Sick Leave Payout from HB 2899 (Salary and Benefits)	Per Employee - Total Sick Leave Payout. Current Policy+HB 2899 (Salary and Benefits)
<240 Hours	2,682	7.3 yrs	\$2,907,792	\$1,084	\$2,168
240-479	546	11.2 yrs	\$3,256,198	\$5,964	\$11,927
480-719	209	15.0 yrs	\$2,725,700	\$13,042	\$22,100
>=720	162	20.4 yrs	\$3,110,335	\$19,200	\$28,800
<b>Total for All Other Departments</b>	<b>3,599</b>	<b>8.9 yrs</b>	<b>\$12,000,044</b>	<b>\$3,334</b>	<b>\$6,005</b>

<b>Table III: Combined Incremental Total if HB 2899 was Applied to All Employees (Table I and II) above Current Policy</b>				
Employee Group	# of Employees	% of Employees	Avg. Tenure	Incremental Sick Leave Payout
TCSO POPS	1,161	24.39%	11.8 yrs	\$9,494,086
All Other Employees	3,599	75.61%	8.9 yrs	\$12,000,044
<b>Combined Total</b>	<b>4,760</b>	<b>100.00%</b>	<b>9.6 yrs</b>	<b>\$21,494,130</b>

<b>Table IV: Tax Rate Implications*</b>			
	Estimated On-going Impact for Increased Sick Leave Payout.	Tax Rate Required	Estimated Annual Impact to Avg. Appraised Homestead
HB 2899 on TCSO POPS	\$1.5 - \$3 million	\$.0015 to \$.0030	\$3.30 to \$6.60
If County policy was changed to match HB 2899 so it applied to all employees	\$3 - \$6 million	\$.0030 to \$.0060	\$6.60 to \$13.20

\*Assumes additional expenses could not be absorbed within Preliminary Budget given current budget guidelines. Range given for ongoing impact given the large number of long tenured employees that would be eligible to be paid the maximum 720 hours of sick leave, and the likelihood they would terminate in the near term since they have approximately 20 years of service. The other alternative to using new tax resources would be to remove a corresponding amount of funding for services from the existing budget or a combination of both.

## **Recommendation**

Because of the extraordinary fiscal impact on the County and loss of local control over taxpayer resources, along with the disparity in sick time payout at termination that would occur internally for TCSO POPS employees and the approximately 75% of the County's remaining workforce, PBO recommends that the Commissioners Court oppose HB 2899.

If you have questions, please give me a call at 4-9065 or e-mail me at [travis.gatlin@co.travis.tx.us](mailto:travis.gatlin@co.travis.tx.us).

**CC:** Deece Eckstein, Intergovernmental Relations Coordinator  
Greg Hamilton, County Sheriff  
Terri Brown, Michael Hemby, Meg Seville, Paul Matthews, Maria Wedhorn, TCSO  
Lorrie Pickering, Civil Services Coordinator  
Sergeant James Hodge, TCSOA  
Lieutenant Nate Gillespie, TCSOA  
Nicki Riley, County Auditor  
Kathryn Madden, Beth Blankenship, Greg Jacobs, County Auditor's Office  
Jim Connolly, County Attorney's Office  
PBO



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** March 26, 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:** Consider and take appropriate action for the approval of amending Early Voting Mobile sites and Election Day polling places for the May 11, 2013 Joint General and Special Elections.

The Travis County Clerk is sending you the amended list of the Early Voting mobile and Election Day polling locations to be certified by the Commissioners Court. The certification will be valid for the May 11, 2013 Joint General and Special Elections.

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

- Order amending Early Voting Mobile polling places for May 11, 2013 Joint General and Special Elections
- Order amending Election Day polling places for May 11, 2013 Joint General and Special Elections
- Due to changes in availability of sites and polling locations, changes to some locations was required.

### **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 David Salazar in the County Judge's office, David.Salazar@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

## **Order Designating Main Early Voting Polling Place, Temporary Branch Early Voting Polling Place, and Hours for Early Voting on Weekdays for the May 11, 2013 Joint General and Special Elections**

Texas Election Code section 85.002(b) permits the Travis County Commissioners Court to designate the main early voting polling place for county-wide elections. And Texas Election Code section 85.062(a)(1) permits the court to designate temporary branch early voting polling places for an election in which the county clerk is the early voting clerk.

The election code further establishes, under sections 85.005(a) and (c), that early voting will be conducted at the main early voting polling place for at least twelve hours on each weekday of the last week of the early voting period, and for other weekdays during the early voting period, the days and hours the county clerk's office is regularly open for business. And under section 85.064(b), early voting by personal appearance at each temporary branch early voting polling place established under Section 85.062(d) will be conducted on the days that early voting is required to be conducted at the main early voting polling place. The authority establishing those temporary branch early voting polling places will determine the hours during which voting is to be conducted on those days. But under section 85.064(c), early voting by personal appearance at temporary branch early voting polling places, other than those polling places designated under section 85.062(d), may be conducted on any one or more days and during any hours of the period for early voting by personal appearance.

The temporary branch early voting polling places designated by this order are located as prescribed by Texas Election Code section 85.062 (b)–(f).

Accordingly, under Texas Election Code section 85.001(a) and (c) and the above-referenced legal authorities, the Travis County Commissioners Court hereby designates for the May 11, 2013 Joint General and Special Elections the main early voting polling place, the temporary branch early voting polling places, and the temporary branch early voting polling places designated for the mobile early voting program, as set forth in Exhibit A, which is attached and incorporated in this order.

For the May 11, 2013 Joint General and Special Elections, the main early voting polling place will be open for early voting by personal appearance on weekdays from 7:00 a.m. to 7:00 p.m., beginning on April 29, 2013, through May 7, 2013, except that the temporary branch early voting polling places specified in Exhibit A will be open for early voting by personal appearance during those days and hours specified in Exhibit A.  
BE IT SO ORDERED on this, the 26 day of March 2013.

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Honorable Samuel T. Biscoe  
Travis County Judge

277211-1 064

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



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Honorable Ron Davis  
Commissioner, Precinct One

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Honorable Sarah Eckhardt  
Commissioner, Precinct Two

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Honorable Gerald Daugherty  
Commissioner, Precinct Three

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Honorable Margaret Gómez  
Commissioner, Precinct Four

277211-1 064

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

## **Order Designating Election-Day Polling Places for the May 11 2013 Joint General and Special Elections**

Texas Election Code section 43.002 permits the Travis County Commissioners Court to designate election-day polling places for county election precincts. And Texas Election Code section 42.008 permits the court to consolidate election precincts in special elections, including the upcoming May 11, 2013 Joint General and Special Elections to be held in Travis County;

As such, the Travis County Commissioners Court orders that the May 11, 2013 Special Elections be conducted jointly by Travis County and other entities, and that new polling places be established, including those polling places for consolidated precincts, as set forth in Exhibit A, which is attached and incorporated in this order. In addition to the new polling places listed in Exhibit A, Travis County will use for this election those election-day polling places that the court previously established and that have not been changed by this order.

This order takes effect immediately.

BE IT SO ORDERED ON THIS, the 26 day of March, 2013.

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

\_\_\_\_\_  
Honorable Ron Davis  
Commissioner, Precinct One

\_\_\_\_\_  
Honorable Sarah Eckhardt  
Commissioner, Precinct Two

\_\_\_\_\_  
Honorable Gerald Daugherty  
Commissioner, Precinct Three

\_\_\_\_\_  
Honorable Margaret Gómez  
Commissioner, Precinct Four

27712-1 064

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

# EXHIBIT A

**(Document to be submitted at a later date)**

277211-1 064

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



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** March 26, 2013

**Prepared By/Phone Number:** Melissa Velasquez, Judge's Office, x49555

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe, County Judge

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION TO REAPPOINT ROB BOROWSKI TO THE SUSTAINABLE FOOD POLICY BOARD EFFECTIVE IMMEDIATELY THROUGH FEBRUARY 28, 2015. (JUDGE BISCOE)

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

Mr. Borowski was appointed to fill an unexpired term last summer. He is very interested in continuing his service on the Sustainable Food Policy Board. See attached resume.

### **STAFF RECOMMENDATIONS:**

Recommend appointment to serve a full term expiring February 28, 2015.

### **ISSUES AND OPPORTUNITIES:**

n/a

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

n/a

### **REQUIRED AUTHORIZATIONS:**

n/a

## BIO

I have been immersed in environmental issues for more than 20 years as sustainability director/director for EnviroMedia Social Marketing/Green Canary Sustainability; project director for Texas Impact/Texas Interfaith Power and Light; coordinator for the UT Environmental Science Institute; assistant director for University of Texas School of Architecture's Center for Sustainable Development; coordinator of the Clean Texas program at the Texas Commission on Environmental Quality; and as the first manager for environmental affairs at HEB. I have Master of Science degrees in community and regional planning and environmental management. Throughout my career I have implemented measurable, common sense sustainable solutions; community-based efforts; and effective stakeholder partnerships in many diverse situations.

## KEY CAREER ACCOMPLISHMENTS

- Spearheaded sustainability, conservation, energy, and livable community planning, strategic initiatives and stakeholder engagement campaigns for clients, with for award-winning social marketing firm, EnviroMedia/Green Canary Sustainability.
- Launched and developed "Health and Strength and Daily Food", a state wide community food and livable and healthy community planning and policy initiative for underserved communities; recognized by the White House Office of Faith-based and Neighborhood programs and the Let's Move program. *Managed a \$250,000 Robert Wood Johnson Foundation Grant.*
- Initiated Campus Green Lights, (<http://www.esi.utexas.edu/k-12-a-the-community/es-educational-mini-sites/campus-greenlight>) University of Texas energy conservation and innovation project. *Managed team of 12 staff and interns, partnered with staff, and obtained and renewed State Energy Conservation Office grant exceeding \$100,000/year. Recognized by UT Facilities for energy conservation efforts, with inaugural UTake Charge award.*
- Created and coordinated the first Texas-wide university sustainability management consortium – Texas Regional Alliance for Campus Sustainability (TRACS); *with over 30 campus members.*
- Developed Clean Texas, the first voluntary pollution prevention, EMS, and sustainability program for cities, federal facilities, large and small businesses, universities and other organizations of its kind, to be co-coordinated and recognized by the state of Texas and the EPA. Led EMS outreach, training, and auditing efforts for federal facility initiatives and others. *Recruited, communicated with and assisted over 200 facilities and organizations.*
- Managed environmental and regulatory affairs, coordinated corporate environmental team, and implemented *first environmental strategic plan* for Texas' largest private employer, H-E-B Grocery. *Responsible for an annual regulatory and outreach budget of over \$1million/year. Assisted in launching several community environmental programs.*

## Rob Borowski

Austin, Texas 78705

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Successful sustainability, environmental, and livable and active community planning professional with more than 20 years of lasting program development implementation leading to positive change. Throughout my career I have enthusiastically implemented measurable, common sense sustainable solutions; community-based efforts; and effective stakeholder partnerships in many diverse situations.

### EDUCATION

- Master of Science in Community and Regional Planning, The University of Texas at Austin
- Master of Science in Environmental Management, The University of Texas, San Antonio
- Bachelor of Science in Geology, Wayne State University

### KEY SKILL AND COMPETENCIES

Program and Project Creation/Management	Grocery Retail Management Experience
Strategic Planning	Work in Underserved Communities
Sustainability Implementation	Team Facilitation and Motivation
Accomplished Facilitator	Non-Profit Management
Excellent Speaking and Presentation Skills	Graduate Sustainability and Planning Education
Healthy and Living Community Planning	Excellent Computer Skills
Efficient Budget Management	Strong Written Abilities for Many Audiences
Volunteer Engagement	Social Marketing and Behavior Change
Grant and Fundraising Success	Urban Gardening and Chicken Farming

### KEY CAREER ACCOMPLISHMENTS

- Spearheaded sustainability, conservation, energy, and livable community planning, strategic initiatives and stakeholder engagement campaigns for clients, with for award-winning social marketing firm, EnviroMedia/Green Canary Sustainability. *Landed clients and projects with budgets from \$40,000 to over \$1 million.*
- Launched and developed “Health and Strength and Daily Food”, a state wide community food and livable and healthy community planning and policy initiative for underserved communities; recognized by the White House Office of Faith-based and Neighborhood programs and the Let’s Move program. *Landed and managed a \$250,000 Robert Wood Johnson Foundation Grant.*
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## **Rob Borowski**

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### **PROFESSIONAL EXPERIENCE**

#### **Director, Green Canary Sustainability Consulting/Sustainability Director, EnviroMedia Social Marketing, 2009-present (as a Green Canary Consultant).**

Managed activity to make sustainability a priority through strategy, planning, communication, outreach, education, measurement and technical solutions for clients (with total annual budget exceeding \$1million/year); and EnviroMedia/Green Canary internally. Focus on positive change through understanding behaviors and motivations.

- Created campaigns and sustainable solutions for Manomet Center for Conservation Science/Shorebird Recovery Project, City of Houston Department of Health and Human Services/Community Transformation Initiative, Austin Energy, Galveston Bay Estuary Program, Texas Department of Agriculture, as well as a handful of corporate clients, Led EnviroMedia's effort to become a founding member of City of Austin's Green Business Leader Program.
- Orchestrated and stakeholder engagement, research activities and volunteer outreach for clients, nationally.

#### **Project Director, Health and Strength and Daily Food ([www.texasfaithandfood.org](http://www.texasfaithandfood.org)), Texas Impact, 2009-2011.**

Created and implemented a healthy and livable communities program to encourage faith communities to promote community gardening, active living, and local food initiatives and implement healthy community and obesity prevention activities.

- Partnered with Ogallala Commons to implement Local Food Days in the Texas Llano Estacado and Southern Plains Region; worked with Texas Hunger Initiative to launch state-wide program; Co-Initiated Texas Food Policy Roundtable.
- Directed state and community local and sustainable food, active living and obesity prevention policy initiatives.
- Worked to promote energy conservation in faith communities through Texas Interfaith Power and Light.

#### **Program Coordinator, University of Texas Environmental Science Institute, 2007-2009.**

Named State Energy Conservation Office Fellow, implemented an integrated university wide energy conservation program while State Energy Conservation Fellow.

- Designed and implemented numerous campus-wide energy conservation activities that resulted in large energy reductions. A dorm energy challenge resulted in the winning dorm reducing energy use by nearly 50%.
- Managed the graduate integrated watershed portfolio program. Coordinated interdisciplinary environmental research teams.
- Part of team that hosted bi-monthly outreach lecture series with internationally recognized speakers, for over 500 attendees for each event.
- Conducted research on watersheds, Greenprints, open-space, and green infrastructure.

#### **Assistant Director and Graduate Research Assistant, University of Texas Center for Sustainable Development, 2005-2007.**

- Directed outreach, communication, team activities, and interdisciplinary research initiatives.
- Participated in raising over \$500,000 from various grants and state agencies.
- Participated in a multi-year Galveston Bay Estuary Program Planning effort, "Charting the Course to 2020", including research initiative, participatory planning, GIS mapping and scenarios, and reporting.

## **Rob Borowski**

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### **PROFESSIONAL EXPERIENCE continued**

**Program Coordinator**, Texas Commission on Environmental Quality. Clean Texas and Clean Industries, 1993-2005.

Coordinated voluntary pollution prevention and sustainability effort to encourage organizations of all types to reduce environmental impact, commit to community improvement activities, implement Environmental Management Systems (ISO 14001), and support stakeholder communication and outreach efforts.

- Engineered the first voluntary partnership between a state and the EPA to recognize and offer incentives for voluntary efforts to reduce pollution.
- Led pollution prevention/waste minimization, compliance assistance, and EMS and sustainability audits.
- Coordinated Clean Texas stakeholder team and events.

**Manager of Environmental Affairs**, H-E-B Grocery Company, 1989- 1993.

Promoted from Environmental Specialist to the first Manager of Environmental Affairs for Texas' largest privately help company.

- Implemented the first environmental planning effort and lead an executive level team. Responsible for pollution prevention, promoting organic produce markets, environmental innovations, regulatory efforts, community outreach, and natural resource conservation efforts.
- Coordinated permitting and compliance activities for air, hazardous waste (RCRA), storage tanks, storm water, water, wastewater, pesticide, solid waste and recycling. Implemented an alternative fuels program.

### **ACTIVITIES AND AWARD**

- Austin/Travis County Sustainable Food Policy Board, appointed by Travis County/Austin City Council, 2012-present
- Texas Children in Nature Partnership, appointed by Texas Parks and Wildlife Executive Director, 2010-2011
- Founding member of Austin Green Business Leaders program, 2012
- Member of the U.S. Business Council for Sustainable Development, coordinating Future Leaders Program development, 2011-present
- Recognized by EPA for efforts to develop Performance Track (voluntary EMS effort) and to coordinate state-federal initiatives, 2001
- Previous ISO 14001 trained lead auditor, Texas EMS lead auditor, 40 hour Hazmat
- Member of the Boy Scout Capital Area Council Conservation Committee/Strategic Plan Lead, 2012-present
- Envision Central Texas, Working Group on Natural Infrastructure, 2010-2012
- Austin Children in Nature Collaborative, Board Member, 2010- 2012
- UTake Charge Award for Innovation and Leadership, University of Texas Facilities Management, 2009
- National Environmental Excellence Award for Partnership and Conservation, National Association of Environmental Professionals, 2001





## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** March 26, 2013  
**Prepared By/Phone Number:** David Salazar, 854-9555  
**Elected/Appointed Official/Dept. Head:** County Judge  
**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO AMEND JOINT POWERS AGREEMENT TO EXTEND MEMBERSHIP TO BURNET COUNTY.

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

Please see attached.

### **STAFF RECOMMENDATIONS:**

Please see attached.

### **ISSUES AND OPPORTUNITIES:**

Please see attached.

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

None.

### **REQUIRED AUTHORIZATIONS:**

**CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION  
JOINT POWERS AGREEMENT**

**STATE OF TEXAS**

§

**COUNTY OF TRAVIS**

§

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2010~~13~~, by and between the State of Texas, acting by and through its Executive Director of the Texas Department of Transportation, (hereinafter referred to as the State); the City of Austin (the City); the County of Travis (Travis County); the County of Williamson (Williamson County); the County of Hays (Hays County); and the Capital Metropolitan Transportation Authority (Capital Metro):

**WITNESSETH**

**WHEREAS**, Section 134, Title 23, United States Code (23 USC 134) requires that a metropolitan planning organization be designated for each urbanized area of more than 50,000 population by agreement among the Governor and units of general purpose local government which together represent at least 75 percent of the affected population (including the central city or cities as defined by the Bureau of the Census) or in accordance with procedures established by applicable State or local law; and,

**WHEREAS**, the State, the City, and Travis County on April 6, 1973, did agree to participate in a continuing, comprehensive, cooperative transportation planning process for the Austin metropolitan area as provided in the Federal-Aid Highway Act of 1962; and,

**WHEREAS**, said agreement was amended on September 30, 1976, June 28, 1984, September 5, 1996, February 3, 2003, ~~and~~ February 26, 2007 and April 7, 2010 to revise the organization and responsibilities for the Capital Area Metropolitan Planning Organization; and,

**WHEREAS**, it is the further desire of the signatory agencies that the Study organization be revised to provide a one-committee structure composed principally of local elected officials of a unit of general purpose government which have responsibility for project implementation within the study area;

**NOW, THEREFORE**, it is hereby agreed that the aforementioned agreement of February 26, 2007 shall be considered null and void and shall be replaced in its entirety by this agreement with the organization and responsibilities as set out in the following paragraphs:

**I. ORGANIZATION**

A Transportation Policy Board will furnish policy guidance and direction for the continuing transportation study. Membership on the Transportation Policy Board will consist of:

1. Four members from the Austin City Council.
2. One member from the Round Rock City Council.
3. One member of the Cedar Park City Council.
4. One member of the San Marcos City Council.
5. One member from the Georgetown City Council.
6. One member from the Pflugerville City Council.
7. Three members of the Travis County Commissioners' Court.
8. One member to be appointed by the Travis County Commissioners' Court.
9. One member of the Williamson County Commissioners' Court.
10. One member of the Hays County Commissioners' Court.
11. One member of the Bastrop County Commissioners' Court.
- ~~12.~~ 12. One member of the Caldwell County Commissioners' Court or the Court's designee until January 1, 2015.
- ~~13.~~ 13. One member of the Burnet County Commissioners' Court.
- ~~14.~~ 14. One representative from the Capital Metropolitan Transportation Authority.
- ~~15.~~ 15. One representative from the Texas Department of Transportation Austin District.

Once a CAMPO member city reaches a population of 50,000 persons or more, as determined by the U.S. Census Bureau in its most recent annual population estimate, a City Council Member from that city shall be added to the Transportation Policy Board.

The voting membership shall be as follows:

**VOTING MEMBERSHIP**

City of Austin	4
City of Round Rock	1
City of Cedar Park	1

1	City of San Marcos	1
2	City of Georgetown	1
3	City of Pflugerville	1
4	Travis County	3
5	Travis County appointee	1
6	Williamson County	1
7	Hays County	1
8	Bastrop County	1
9	Caldwell County	1
10	<u>Burnet County</u>	<u>1</u>
11	Texas Department of Transportation	1
12	Capital Metropolitan Transportation Authority	1
13	Any City in the CAMPO area that reaches a population	
14	of 50,000 or more as detailed above	1

Each entity that appoints a member shall designate its representatives and alternates to the Transportation Policy Board and when necessary fill vacancies among its members on the Board. Entities selecting elected members of the Transportation Policy Board shall assure racial and ethnic minority representation on the Board that reflects the minority population of each county, to the maximum extent possible.

## **AFFILIATE NON-VOTING MEMBERSHIP**

In addition to the voting members, there will be affiliate non-voting membership, including, but not limited to the list below. The Transportation Policy Board may add or make changes to the affiliate non-voting membership:

- Capital Metropolitan Transportation Authority, General Manager
- Federal Highway Administration
- Federal Transit Administration
- Texas Department of Transportation, Transportation Planning and Programming Division, Austin
- University of Texas at Austin

The function of the Transportation Policy Board shall be as follows:

1. Provide policy guidance for the transportation planning process.
2. Carry out in cooperation with the State and local governments and annually certify a transportation planning process that is in full compliance with Federal requirements outlined in 23 USC 134, Section 8 of the Federal Transit Act, as amended (49 USC 7504, 7506, (c) and (d)) as well as other applicable requirements as specified in 23 CFR 450.114.
3. Set goals and cooperatively determine the responsibilities of the participating agencies for planning tasks in the annual Unified Planning Work Program.
4. Adopt and review a transportation plan which provides for both the near-term and long-term needs of persons and goods in the study area at least every five years and recommend its adoption and implementation by local governments and state agencies.
5. Develop in cooperation with the State and local governments and endorse a staged multiyear transportation improvement program at least every two years which includes projects in or serving the urbanized areas, initiated by the implementing agencies, and consistent with the transportation plan.
6. Adopt a Public Involvement Program that includes participation in the development of the Transportation Plan, the Transportation Improvement Program, Major Investment Studies, and other plans and programs.
7. Designate such offices, special committees or task forces as found necessary to carry out the planning process.
8. Appoint the CAMPO Executive Director.
9. Meet at intervals as necessary to perform its functions.
10. Adopt internal bylaws and operating procedures consistent with this agreement.

## **II. METROPOLITAN AREA BOUNDARY**

The boundary of the Capital Area Metropolitan Planning Organization shall be determined by agreement between the Transportation Policy Board and the Governor in accordance with 23 USC 134. The CAMPO area shall cover at least the existing urbanized area and the contiguous area expected to become urbanized within the twenty year forecast period and may encompass the entire metropolitan statistical area, as defined by the Bureau of the Census. After each decennial census, the Transportation

1 Policy Board shall consider appropriate revisions to the CAMPO area to include every  
2 county in the metropolitan statistical area with a population that exceeds 100,000  
3 residents.

### 4 5 **III. CAMPO EXECUTIVE DIRECTOR AND CAMPO OFFICE**

6  
7 A CAMPO Executive Director shall be appointed by the Transportation Policy Board to  
8 work in close cooperation with representatives of the State, local governments, and  
9 agencies within the study area. The principal duties of the CAMPO Executive Director and  
10 CAMPO office will be as follows:

- 11 1. Arrange for meetings of the Transportation Policy Board and any other special  
12 committee or task force created by the Committee.
- 13 2. Maintain the records, meeting minutes, library, and other documents or  
14 correspondence associated with the functions of the Transportation Policy Board.
- 15 3. Maintain liaison and act in an advisory capacity to the Transportation Policy Board.
- 16 4. Coordinate and maintain liaison with the staffs of the agencies participating in the  
17 CAMPO transportation planning process.
- 18 5. Coordinate the development of the Unified Planning Work Program, Transportation  
19 Plan, Transportation Improvement Program, and Major Investment Studies in  
20 cooperation with participating agencies.
- 21 6. Report to the Transportation Policy Board on the status of the transportation planning  
22 process and recommend special studies, revisions to the Transportation Plan,  
23 Transportation Improvement Program, Major Investment Studies, or Unified Planning  
24 Work Program.
- 25 7. Supervise the CAMPO staff and direct the activities of all personnel hired or  
26 contracted with CAMPO as identified in the Unified Planning Work Program.
- 27 8. Advise the Transportation Policy Board on consistency of the CAMPO work program  
28 and Committee actions with applicable federal and state laws and regulations.

### 29 30 **IV. STUDY FINANCING**

31  
32 The expenses involved in the continuing planning process, data gathering, review and  
33 updating the CAMPO plans and programs will be assumed by the participating agencies  
34 as set forth in the Unified Planning Work Program.

### 35 36 **V. AGREEMENT MODIFICATION OR TERMINATION**

1  
2       This agreement may be supplemented or renegotiated as necessary to meet changing  
3       conditions. By mutual agreement the parties hereto may terminate this agreement  
4

1 **IN WITNESS WHEREOF**, the Parties have hereunto affixed their signatures on the dates indicated.

2  
3 **STATE OF TEXAS**

4  
5 Certified as being executed for the purpose and effect of activating and/or carrying out the  
6 orders, established policies, or work programs heretofore adopted by the Texas Transportation  
7 Commission.  
8

9 By: \_\_\_\_\_  
10 Executive Director

11  
12 Date: \_\_\_\_\_

13  
14 **RECOMMENDED FOR EXECUTION:**

15  
16 \_\_\_\_\_  
17 District Engineer - Austin District

18  
19 \_\_\_\_\_  
20 Deputy Executive Director

21  
22  
23  
24 **CITY OF AUSTIN**

25  
26  
27 By: \_\_\_\_\_  
28 City Manager

29  
30 Date: \_\_\_\_\_

31  
32 **APPROVED AS TO FORM:**

33  
34 \_\_\_\_\_  
35 City Attorney



**COUNTY OF TRAVIS**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

**COUNTY OF WILLIAMSON**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

**COUNTY OF HAYS**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
President/CEO

Date: \_\_\_\_\_

**CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION  
JOINT POWERS AGREEMENT**

**STATE OF TEXAS**

§

**COUNTY OF TRAVIS**

§

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3 **STATE OF TEXAS**

4  
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7 Commission.  
8

9 By: \_\_\_\_\_  
10 Executive Director

11  
12 Date: \_\_\_\_\_

13  
14 **RECOMMENDED FOR EXECUTION:**

15  
16 \_\_\_\_\_  
17 District Engineer - Austin District

18  
19 \_\_\_\_\_  
20 Deputy Executive Director

21  
22  
23  
24 **CITY OF AUSTIN**

25  
26  
27 By: \_\_\_\_\_  
28 City Manager

29  
30 Date: \_\_\_\_\_

31  
32 **APPROVED AS TO FORM:**

33  
34 \_\_\_\_\_  
35 City Attorney



**COUNTY OF TRAVIS**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

**COUNTY OF WILLIAMSON**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

**COUNTY OF HAYS**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
President/CEO

Date: \_\_\_\_\_

Table 1: Current			% of 5 Counties			
County	2011 Est.	2010	2011 Est.	2010	TPB Members	% of 17
Bastrop	75,115	74,169	4%	4%	1	6%
Caldwell	38,442	38,066	2%	2%	1	6%
Hays	164,050	157,103	9%	9%	2	12%
Travis	1,063,130	1,024,272	60%	60%	9	53%
Williamson	442,782	422,679	25%	25%	4	24%
	1,783,519	1,716,289	100%	100%	17	100%
Capital Metro					1	
TxDOT					1	

Table 2: Current with 1 Burnet Co. Rep.			% of 6 Counties			
County	2011 Est.	2010	2011 Est.	2010	TPB Members	% of 18
Bastrop	75,115	74,169	4%	4%	1	6%
Burnet	43,117	42,750	2%	2%	1	6%
Caldwell	38,442	38,066	2%	2%	1	6%
Hays	164,050	157,103	9%	9%	2	11%
Travis	1,063,130	1,024,272	58%	58%	9	50%
Williamson	442,782	422,679	24%	24%	4	22%
	1,826,636	1,759,039	100%	100%	18	100%
Capital Metro					1	
TxDOT					1	

Table 3: Current; 1 Burnet Co Rep; 1 add'l Travis Co rep.			% of 6 Counties			
County	2011 Est.	2010	2011 Est.	2010	TPB Members	% of 19
Bastrop	75,115	74,169	4%	4%	1	5%
Burnet	43,117	42,750	2%	2%	1	5%
Caldwell	38,442	38,066	2%	2%	1	5%
Hays	164,050	157,103	9%	9%	2	11%
Travis	1,063,130	1,024,272	58%	58%	10	53%
Williamson	442,782	422,679	24%	24%	4	21%
	1,826,636	1,759,039	100%	100%	19	100%
Capital Metro					1	
TxDOT					1	



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** Tuesday, March 27, 2013

**Prepared By/Phone Number:** Tracy J Miller | 512.854.6923

**Elected/Appointed Official/Dept. Head:** Sheriff Greg Hamilton

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Accept three donated in-car radars to add to the Sheriff's Office Fleet from West Lake Hills Police Department.

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

West Lake Hills Police Department is disposing of three in-car radar units. They have donated them to the Sheriff's Office.

### **STAFF RECOMMENDATIONS:**

N/A

### **ISSUES AND OPPORTUNITIES:**

N/A

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

N/A

### **REQUIRED AUTHORIZATIONS:**

N/A

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



JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

March 12, 2013

**MEMORANDUM**

**To:** Judge Sam Biscoe  
Commissioner Ron Davis  
Commissioner Sarah Eckhart  
Commissioner Gerald Daugherty  
Commissioner Margaret Gomez

**From:** Tracy Miller, Planner 

**Subject:** Radars

On March 6, 2013 the Sheriff's Office received the attached memorandum from Sergeant Donny Torres with the West Lake Hills Police Department donating three of their in-car radars to the Sheriff's Office for use in our patrol division. The City of West Lake is not seeking remuneration for these radars and rather than toss or attempt to sell at auction, opted to donate. The radars are used and they appear to be in working order.

The donated radars are:

Kustom Pro 1000 Radar – serial number DS3421 – model #0640068

Kustom Pro 1000 Radar – serial number DS3416 – model #0640068

Stalker Dual – serial number 043235 – model #Dual

attachment

xc: Travis Gatlin, PBO  
Richard Cosper  
Charles Williams

**WEST LAKE HILLS POLICE DEPARTMENT**  
***PATROL SERVICES DIVISION***

***MEMORANDUM***

**To:** Deputy Charles Williams Travis County Sheriffs Office

**From:** Sgt. Donny Torres

**Re:** Used in car Radars

This memo is regarding three (3) in car radars that were donated to the Travis County Sheriffs Office by the West Lake Hills Police Department. The radars are used and the functionality of them is unknown. The City of West Lake Hills is not seeking remuneration for the radars.

The radars donated are:

Kustom Pro 1000 Radar -Serial # DS3421 -Model # 0640068

Kustom Pro 1000 Radar -Serial # DS3416 -Model # 0640068

Stalker Dual -Serial # 043235 -Model # Dual

Sgt. Donny Torres #6141

West Lake Hills Police Department



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** March 26, 2013

**Prepared By/Phone Number:** Deone Wilhite 854-9111

**Elected/Appointed Official/Dept. Head:** Commissioner Ron Davis, Pct. 1

**Commissioners Court Sponsor:** Commissioner Ron Davis, Pct. 1

**AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF JARREL LARSON AND DAVID ERICKSON TO THE BOARD OF COMMISSIONERS OF EMERGENCY SERVICES DISTRICT (ESD) NO. 13 FOR THE TERM JANUARY 1, 2013 THROUGH DECEMBER 31, 2014.

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

See Attachments

**STAFF RECOMMENDATIONS:**

Please approve

**ISSUES AND OPPORTUNITIES:**

None

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**REQUIRED AUTHORIZATIONS:**

Commissioner Precinct 1 Office	Ron Davis	Completed
County Judge's Office		
Commissioners Court		

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

## Item 31



### Travis County Commissioners Court Agenda Request

**Meeting Date:** March, 26 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 appointment of David Detwiler to the Emergency Services District # 3 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

## **David W. Detwiler**

Education: B.S. Chemical Engineering, Clemson University, Clemson, S.C.(1968)

Military: Lieutenant, US Army (August 1968 – May 1970). Platoon Leader and Battalion Operations Officer, 2<sup>nd</sup> Infantry Division, Korea. Army Commendation Medal.

### Key Experiences and Strengths:

- Problem solving with focus on root causes and sustainable improvement
- Marketing and sales to industrial customers, including product definition, pricing, and promotion
- Establishing positive employee systems, including recruiting, motivation, and training
- Implementing business systems and controls in a small-company environment

### Sept. 1995 – June 2001 Vice President, Asia, Nalco/Exxon Energy Chemicals, L.P.

- Responsible for businesses in 12 Asia/Pacific countries, offering problem-solving chemicals and services to the oil production, refining, and petrochemical industries
- Established regional product supply, marketing, and finance functions
- Reduced reliance on expatriate Americans from 5 to 1, including training my replacement
- Managed executive-level relations with numerous key customers throughout the region
- Increased profits more than 400% over the period I was based in Singapore

### Sept. 1994 – Sept. 1995 Vice President, Oilfield Chemicals North America and West Africa, Nalco/Exxon Energy Chemicals, L.P.

- Managed difficult transition of former competitors into well-functioning team
- Established Joint Venture operation in Canada

### July 1992 – Sept. 1994 General Manager, US and Latin America, Energy Chemicals Division, Exxon Chemical Company

- Corrected severe quality and operations excellence issues at Exxon Chemical's Houston Chemical Plant
- Restructured problematic Mexico joint venture, clearing the way for profitability
- Managed executive-level relations with numerous oil production company customers

### Previous (1970-1992)

- Various engineering and management capacities in petroleum refining and textile manufacturing, and in sales of industrial products and services.
- Experience in engineering, project and operating economics, accounting, management of salaried and wage employees, sales, marketing, plant operations of several types, and general management.



## Item 32



### Travis County Commissioners Court Agenda Request

**Meeting Date:** March, 26 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 document.

**AGENDA LANGUAGE:** Consider and take appropriate action on the appointment of Glen Reid 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

## **GLEN REID** **CURRICULUM VITAE**

### **CONTACT INFORMATION**

1305 Carlotta Lane  
Austin, TX 78733-1532

Telephone: 512.263.5700  
FAX: 512.263.9834  
Email: k5fx@austin.rr.com

### **PROFESSIONAL EXPERIENCE**

Retired Sales Manager  
Motorola - Austin  
27 years

### **FORMER PROFESSIONAL EXPERIENCE**

Director - Regional Criminal Justice Planning - Houston Galveston Area Council of Governments  
Director of Planning - City of Beaumont Police Department  
Police Officer - City of Pasadena

### **EDUCATION**

Bachelor of Science	Texas A&M University, 1969
Graduate Study	University of Houston at Clear Lake City

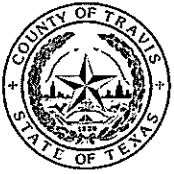
### **FAMILY INFORMATION**

Spouse:	Gail Erickson Reid - Retired, SBC Corporation
Children:	Courtney - Policy Analyst, Texas House of Representatives Meredith - Student

### **COMMUNITY ACTIVITIES**

Former President and Commissioner  
Travis County Emergency Services District #10 Board of Commissioners  
Retired Engine Captain - CE-Bar Fire Department  
Honorary Deputy Chief - CE-Bar Fire Department  
Former ESD #10 Representative - Travis County ESD Commission's Council  
Assistant Director for Emergency Communications - Texas & Oklahoma  
ARRL - The National Association for Amateur Radio  
Emergency Coordinator - Travis County Amateur Radio Emergency Service  
Former Treasurer, Texas Amateur Radio Political Action Committee (TXHAMPAC)  
Charter Member, Eanes Education Foundation  
Former Member, Eanes ISD Facilities Planning Advisory Committee  
Honorary Life Member, Barton Creek Elementary School Booster Club

## Item 33



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March, 26 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 over a horizontal line.

**AGENDA LANGUAGE:** Consider and take appropriate action on the reappointments of Steve Scheffe and Kirt Kiester to the Emergency Services District # 9 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



## **Travis County Commissioners Court Agenda Request**

**Meeting Date: March 26, 2013**

**Prepared By/Phone Number: Irma Guerrero / 854-3101**

**Elected/Appointed Official/Dept. Head: Dr. Geraldine Nagy**

**Commissioners Court Sponsor: Judge Biscoe**

### **AGENDA LANGUAGE:**

Receive 2012 Annual Report from Travis County Pretrial Services.

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

As required by the Texas Code of Criminal Procedure, Article 17.42, Section 6. On March 19, 2013, Pretrial Services delivered a report to each member of Travis County Commissioners Court. See attached Annual Report and memo.

**STAFF RECOMMENDATIONS: N/A**

**ISSUES AND OPPORTUNITIES: N/A**

**FISCAL IMPACT AND SOURCE OF FUNDING: N/A**

**REQUIRED AUTHORIZATIONS: N/A**

**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.



## Travis County Pretrial Services

*a division of the Adult Probation Department*

509 West 11<sup>th</sup> Street, Room 1.700

Austin, TX 78701

512-854-9381

512-854-9018 Fax

Irma Guerrero, Division Director

---

**March 19, 2013**

**County Judge Samuel T. Biscoe  
Members of Commissioners Court**

**RE: Texas Code of Criminal Procedure {Article 17.42 Section 6} Annual Report**

**Dear Honorable County Judge and Members of Commissioners Court:**

**As required by the Texas Code of Criminal Procedure, Article 17.42, Section 6, the Pretrial Services Department is required to submit an annual report to Commissioners Court or to the District & County Judges with the following information no later than April 1, of each year for the preceding year. The following annual report is for fiscal year 2012.**

**Sincerely,**

A handwritten signature in cursive script, reading "Irma G. Guerrero", is written over a horizontal line.

**Irma G. Guerrero,  
Pretrial Division Director**

**CC: All Criminal District Court Judges  
All Criminal County Court at Law Judges  
Dr. Geraldine Nagy, Adult Probation Director  
Rosie Ramón-Durán, Adult Probation Assistant Director**

**Travis County  
Pretrial Services  
SB 15 Annual Report  
FY 2012**

As required by the Texas Code of Criminal Procedure, Article 17.42, Section 6, this Pretrial Office is required to submit an annual report to Commissioners Court or the District and County Judges no later than April 1 of each year for the preceding year. The following information is reported for fiscal year 2012.

1.	Operating Budget		\$5,018,467 *
2.	Number of positions maintained for office staff.		72.18 *
3.	Number of accused persons, who after review by the office, were released by the Court on personal bond.	Supervised bonds Unsupervised bonds Total	5,093 13,719 18,812
4A.	Number of persons who were convicted of the same offense or of any felony within six years preceding the date on which charges were filed in the matter pending during the person's release.	Supervised bonds Unsupervised bonds Total	1,877 1,095 2,972
4B.	Number of persons who failed to attend a scheduled Court appearance.	Supervised & Unsupervised (Felony & Misdemeanor)	2,528 **
4C.	Number of persons for whom a warrant was issued for the person's arrest for failure to appear in accordance with the terms of the person's release.	Supervised & Unsupervised (Felony & Misdemeanor B/F)	1,836 **
4D.	Number of persons who were arrested for any other offense while on personal bond.	Supervised bonds Unsupervised bonds Total	709 1,626 2,335

All information is for FY 2012 (October 2011 - September 2012).

\* The Drug Diversion Court was transferred from Criminal Courts to Pretrial Services on November 1, 2011.

\*\* Data for items 4B & 4C is provided by the Travis County Information and Telecommunication System (ITS) Department. Pretrial Services along with ITS staff continue to work on a specification document to improve the parameters of extracting this data more accurately from both the FACTS District and County.



## **Travis County Commissioners Court Agenda Request Travis County Health Facilities Development Corporation**

**Meeting Date:** March 26, 2013

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget/854-9106

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

### **AGENDA LANGUAGE:**

Consider and take appropriate action to approve one invoice totaling \$1,000.00 for Group Exercise Classes provided by the Travis County Wellness Program.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

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

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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



Created 03-21-2013, 2:50pm

## *Human Resources Management Department*

# HHRMD

700 Lavaca Street Ste. 420

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-6677

**March 14, 2013**

**TO: Andrea Shields, Corporations Administrator**

**FROM: Leroy Nellis, PBO**

**SUBJECT: Wellness Program Expense**

Please prepare an agenda item to approve payment for the onsite Group Exercise trainer. This is for 20 days, 40 sessions Strength & Conditioning Training program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check to be issued as follow:

Lee McCormick \$ 1000.00 (40 sessions @\$25)

Please let me know if you need additional information.



**DYNAMIC SPEED***"Hard Work Pays- Off"*

14400A Charles Dickens Dr.  
Pflugerville, Tx 78660  
512.748.8470  
512.669.9938

**INVOICE**

TO:  
Travis County Human Resource  
1010 Lavaca St.  
Austin, TX  
512.854.9239

HOURS	DESCRIPTION	UNIT PRICE	TOTAL
20	40 sessions	Strength & Conditioning Training (30 min. sessions)	40 units @\$25
	Cpt 97545 (Jan. 6 <sup>th</sup> - Mar. 13 <sup>th</sup> 2013)		\$1,000.00
SUBTOTAL			
SALES TAX			0.0
SHIPPING AND HANDLING			0.0
OTHER			
TOTAL			<b>\$1,000.00</b>

1. Copies of invoice will be updated monthly.
2. Unit price can be adjusted in accordance with the number of employees, entering the program.
3. Please notify me immediately if employee number changes and more units are needed.
4. Send all correspondence to:  
Lee Vesta McCormick  
14400A Charles Dickens Dr.  
Pflugerville, Tx 78660  
512.748.8470  
512.669.9938

  
Authorized by Lee Vesta McCormick

3/6/2013



**Travis County Commissioners Court Agenda Request**  
**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**  
**TRAVIS COUNTY CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION**  
**TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION**  
**TRAVIS COUNTY HOUSING FINANCE CORPORATION**

**Meeting Date:** March 26, 2013

**Prepared By/Phone Number:** Andrea Shields, Corporations Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget/854-9106

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:** Consider and take appropriate action to approve an invoice for external audit services for Fiscal Year 2012 from Atchley & Associates, LLP.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

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

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Corporations Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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



February 19, 2013

Travis County, Re: 10302.Corporation  
 Attn: Andrea Shields  
 700 Lavaca, Suite 1560  
 Austin, TX 78701

Re: Time/Expense for the period ending February 15, 2013

Client # 10302.Corp

In Reference To: Progress billing for professional services rendered in connection with audit of the following corporations which are included in the Travis County audit as of and for the year ended September 30, 2012, based on the related contract allowing 60% billing of total fees within 30 days after final fieldwork.

Capital Health Facilities Development Corporation,  
 Travis County Housing Finance Corporation  
 Travis County Health Facilities Development Corporation  
 Travis County Cultural Education Facilities Finance Corporation,  
 Capital Industrial Development Corporation, and  
 Travis County Development Authority.

Invoice # 60686

	<u>Amount</u>
For professional services rendered	\$4,152.00
Previous balance	\$1,384.00
Balance due	<u>\$5,536.00</u>

paid on 2/26/13

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>
4,152.00	0.00	0.00	0.00	1,384.00

Please include the invoice number on your check.

Invoice payable upon receipt. Thank you for your continued business and referrals.

6850 Austin Center Boulevard, Suite 180, Austin, TX 78731-3129 (512) 346-2086 / 1-877-977-6850 FIN 74-2920819

Fee Breakdown by Corporation				
Travis County Housing Finance Corp.	Travis County Health Facilities Dev. Corp.	Capital Industrial Development Corp.	TC Cultural Ed. Fac. Finance Corp.	Total Fee
\$1,868.40	\$1,453.20	\$207.60	\$622.80	\$4,152.00



**Travis County Commissioners Court Agenda Request**  
**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**  
**TRAVIS COUNTY CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION**  
**TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION**  
**TRAVIS COUNTY HOUSING FINANCE CORPORATION**

**Meeting Date:** March 26, 2013

**Prepared By/Phone Number:** Andrea Shields, Corporations Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget/854-9106

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

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**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

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

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Corporations Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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



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<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>
4,152.00	0.00	0.00	0.00	1,384.00

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6850 Austin Center Boulevard, Suite 180, Austin, TX 78731-3129 (512) 346-2086 / 1-877-977-6850 FIN 74-2920819

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