



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

**Meeting Date:** May 21, 2013

**Prepared By/Phone Number:** Danny Hobby/854-4416

**Elected/Appointed Official/Dept. Head:** Danny Hobby

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING AMENDMENT FIVE TO AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES.

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

The purpose of the FY 2009 EMS Interlocal Cooperative Agreement ("Agreement") is to provide for emergency medical services and medical transport services to Suburban Travis County (the county's geographic area outside the City of Austin) through the use of City staff, City-owned equipment, County provided stations, and County owned vehicles and other assets.

---

The purpose for Amendment Five is to add a 12/7 station (one ambulance and six staffing) to the Austin Colony area in eastern Travis County. This station was recommended and is funded in the current EMS FY13 budget. See attached Amendment Five for your review.

This agenda request is to also provide an update and status on staff recommendations pertaining to other resources approved in the FY13 Emergency Services EMS budget for emergency medical services and medical transport services. See attached memorandum for a review of those recommendations.

### **STAFF RECOMMENDATIONS:**

Emergency Services recommends consideration and approval of the 12/7 station to the Austin Colony area in eastern Travis County.

**ISSUES AND OPPORTUNITIES:**

County and City staff will continue to review recommendations or changes we feel may be necessary to benefit the service delivery and the cost of services for emergency medical services in Travis County outside the City of Austin.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

This Amendment is a budgeted expense included in the FY13 budget. The recommendations will not increase the budgeted expense included in the FY13 budget.

**REQUIRED AUTHORIZATIONS:**

Barbara Wilson, County Attorney's Office, 854-9567

Marvin Brice, Purchasing Office, 854-9765

Kapp Schwebke, Auditor's Office, 854-6628

Alan Miller, PBO, 854-9726

David Salazar, Judge's Office, 854-9555



# EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE  
P.O. BOX 1748, AUSTIN, TEXAS 78767  
(512) 854-4416, FAX (512) 854-4786

*Emergency Management  
Pete Baldwin, Emergency Mgmt.  
Coordinator*

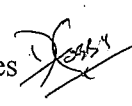
*Fire Marshal  
Hershel Lee*

*Medical Examiner  
Dr. David Dolinak*

*STAR Flight  
Casey Ping, Program Director*

## MEMORANDUM

**To:** Travis County Commissioners Court

**From:** Danny Hobby, County Executive, Emergency Services 

**Date:** May 13, 2013

**Subject:** Recommendation for Amendment Five to Agreement Between City of Austin and Travis County for Emergency Medical Services

This memorandum is to provide a recommendation for your consideration and action regarding Amendment Five ("Amendment") to Agreement Between City of Austin and Travis County For Emergency Medical Services. The recommendation is to move forward with funding for a 12/7 station (one ambulance and six staffing) to the Austin Colony/969 area in eastern Travis County. Funding is currently in the EMS FY13 budget so there will be no fiscal impact to the current budget.

Fortunately, we now have a direct cost formula developed for the FY14 EMS contract with the City of Austin. Both parties had agreed to set a deadline of March 15, 2013 for completing this work and that deadline was met. This formula provides projections of cost for each major service area in the City of Austin EMS Department budget and for the first time allows each party to add expenditures without financial impact to either party. This work also provides possible other service delivery options for both the City of Austin and Travis County.

There are various unknowns regarding the FY14 budget beside the projections that will result from the direct cost formula work and service zone work. First, voters approved civil service classification for both uniform and non-uniform personnel in the City of Austin EMS Department last November. This new classification could have real impact on salaries and operations within the department. Second, another impact could result from the contract negotiations between the City of Austin and the Austin-Travis County EMS Employee's Association since their existing contract ends September 2013. Both of these issues will continue to be discussed during the FY 14 negotiations.

Due to all the uncertainties above, it is time to again assess the current FY13 budget enhancements and make recommendations that will allow our current and future budget decisions to be made with better information and projections. Below are updates and a status of the three recommendations provided when Amendment Four was being considered for approval:

*The first recommendation* pertained to the 3 enhancements that were approved in the FY13 budget process. These included a new 24/7 station at Austin Colony/969 (\$1,510,309); adding 12/7 staffing at the Bee Caves 12/7 station (\$540,843); and adding 12/7 staffing at the Kelly Lane 12/7 station in Pflugerville (\$540,843).

**Recommendation:** Approve now a 12/7 station for the Austin Colony/969 area in eastern Travis County, to be effective June 1, 2013. Hold off on adding the other 12/7 staffing to this station until the zone work is completed for county unit utilizations, and discussions with Small Cities are at a point to determine the future direction of our relationships regarding ground transport and station locations. Another agreement will be coming soon with ESD No. 4 regarding the housing of the new station at Austin Colony/969.

Hold off on the Kelly Lane and Bee Caves staffing until the service zone work is completed, more discussions with the City of Pflugerville and the City of Lakeway are completed, and more information is available regarding FY14 budget projections.

*The second recommendation* pertained to two replacement ambulances (\$374,000) and two replacement commander vehicles (\$240,000) that were approved in the FY13 budget process. These total \$614,000.

**Actions Underway:** One replacement ambulance will be ordered and two commander vehicles will be replaced. Funding is available in the FY13 budget, so there is no impact to the current budget.

*The third recommendation* pertained to one time funding that will be available from the approved enhancements since the enhancements were funded starting in October 2012.

**Recommendation:** Allow one time funding to be used to assist Emergency Services Districts regarding their first responder needs and to repair current EMS stations in the county. Any actions would need to come back to the Court in the form of an amendment to existing ESD/Travis County agreements before they could be implemented.

Thank you for your review and consideration.

**AMENDMENT FIVE TO AGREEMENT**  
**BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY**  
**FOR EMERGENCY MEDICAL SERVICES**

This Amendment Five to the Agreement between the City of Austin and Travis County for Emergency Medical Services is entered into by the following parties: the City of Austin, a Texas municipal corporation ("City") and Travis County ("County").

RECITALS

City and County developed an Emergency Medical Services System that provides services throughout the entire geographic area of the City of Austin and Travis County.

City and County entered into an Agreement between the City of Austin and Travis County for Emergency Medical Services for the fiscal year 2009 that was effective retroactively on October 1, 2008 ("FY 2009 Agreement").

City and County renewed and amended the FY 2009 Agreement for a term beginning October 1, 2009, and ending September 30, 2010. ("FY 2010 Amendment").

City and County renewed and amended the FY 2009 Agreement, as amended by the FY 2010 Amendment, for a term beginning October 1, 2010, and ending September 30, 2011. ("FY 2011 Amendment").

City and County renewed and amended the FY 2009 Agreement as amended by the FY 2010 and FY 2011 Amendments to allow for a third extension and to extend that Agreement for a term beginning October 1, 2011, and ending September 30, 2012. ("FY 2012 Amendment").

City and County renewed and amended the FY 2009 Agreement as amended by the FY 2010, FY 2011, and FY 2012 Amendments, and including the holdover extension to January 28, 2013 to extend that Agreement for an additional term effective as of October 1, 2012, and ending September 30, 2013, all under the terms and conditions set forth in this Amendment Four. ("FY 2013 Agreement")

City and County wish to amend FY 2013 Agreement to increase ambulance services and provide for transfer of supplemental payments from the Medicaid Supplemental Payment Program due to Travis County.

City and County are authorized to enter into this Amendment Five in all respects by TEX. GOV'T. CODE ANN., ch. 791.

## AGREEMENT TO AMEND FY 2013 AGREEMENT

The parties agree to amend FY 2013 Agreement, as follows:

**1. ADDITION OF AMBULANCE TO EXHIBIT A-4:** Effective June 1, 2013, in addition to the ambulances listed in Exhibit A-4, City shall provide one ambulance at EMS 37, at East Travis County (Austin Colony) and staff this ambulance in accordance with staffing configuration requirements established by the EMS Medical Director and in compliance with the Texas Health and Safety Code on a 12/7 coverage basis. Travis County Emergency Services District Number 4 is responsible for this station.

**2. AMENDMENT OF COLLECTED REVENUE.** Effective October 1, 2012, Section 4.7.61. Collected Revenue Reporting is deleted and replaced in its entirety with the following:

4.7.61 Collected Revenue Reporting. City shall issue a statement to County by the fourth business day of each month showing the total amount of revenue collected during the previous calendar month from all payers treated in Suburban County. By the 20<sup>th</sup> business day of the following month, City shall provide the County with a reconciliation report that balances the previous month's collected revenue statement with the City's Comptroller balance sheet.

By the fourth business day of the first month after which City receives a supplemental payment that includes payments related to ground transport patients treated in Suburban County from the Medicaid Supplemental Payment Program, City provide backup material that explains the calculation and allocation of payments related to ground transport patients treated in Suburban County in its statement. City shall issue a statement to County showing the following:

- 4.7.61.1 the total amount received in supplemental payments from the Medicaid Supplemental Payment Program
- 4.7.61.2 the date range included in the payment,
- 4.7.61.3 the total due to the County for supplemental payments for this time period.

4.7.62 Payment to County. City shall pay County the full amount collected from ground transport patients treated in Suburban County and for all supplemental payment that includes payments related to ground transport patients treated in Suburban County from the Medicaid Supplemental Payment Program during a calendar month by the thirtieth day of the following month.

### 3. AMENDMENT OF EXHIBIT B-4

3.1 Effective June 1, 2013, the following chart is added to Exhibit B-4 to reflect the additional item in the inventory of County-Owned Vehicles in City Possession for Use in the EMS System from June 1, 2013 until the end of the term of this Agreement:

#### County-Owned Vehicles in City Possession or on Order for Use in EMS System for Inventory at June 1, 2013

Vehicles in Possession by City as of June 1, 2013					
ATCEMS Vehicle ID	Tx License	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
14E116TC		2014	Ford	Command Truck (Yellow)	Field Command
14E117TC		2014	Ford	Command Truck (Yellow)	Field Command
14E148TC		2014	Dodge	Ambulance (Yellow & Blue)	Rotates at Stations
14E149TC		2014	Dodge	Ambulance (Yellow & Blue)	Rotates at Stations
02E016TC	826932	2002	Ford	Command Truck (Yellow)	For Re-mount (116TC)

3.2 Effective October 1, 2012, the chart entitled Vehicles to be Returned in FY-13 is deleted and the following chart is added to Exhibit B-4 in its place

Vehicles to be Returned to the County by September 30, 2013					
ATCEMS Vehicle ID	Tx License	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
<del>02E015TC</del>	<del>826933</del>	<del>2002</del>	<del>Ford</del>	<del>Command Truck (Yellow)</del>	<del>For Re-mount (117TC)</del>
02E016TC	826932	2002	Ford	Command Truck (Yellow)	For Re-mount (116TC)
06E807TC	208993	2006	International	Ambulance (Yellow)	Turn In
08E830TC	1026773	2008	Ford	Command Truck (Yellow)	*Turn In for Jail
05E806TC	208992	2005	International	Ambulance (Yellow)	Reserve
05E808TC	208994	2005	International	Ambulance (Yellow)	Reserve

\* Turn In for Jail shows that 08E830TC Command Truck will be returned to County in exchange for County Unit 2114-A (TX License 826932, formerly 02E016TC) chassis with TCSO Corrections Life Safety.

- **3.3** Effective June 1, 2013, the following chart replaces Exhibit B-4 to reflect corrections in the inventory of County-Owned Vehicles in City Possession for Use in the EMS System FY 2013 until the end of the term of this Agreement:

<b>Vehicles in Possession by City as of October 1, 2011</b>					
<b>ATCEMS Vehicle ID</b>	<b>Tx License</b>	<b>Chassis Year</b>	<b>Make</b>	<b>Vehicle Type and Color</b>	<b>Primary Assignment</b>
00E004TC*	779-981	2000	International	Ambulance (White)	EVOG Driver Training
05E806TC	208-992	2005	International	Ambulance (Yellow)	Reserve
05E807TC	208-993	2005	International	Ambulance (Yellow)	Reserve
05E808TC	208-994	2005	International	Ambulance (Yellow)	Reserve
06E705TC	1000-367	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
06E706TC	1000-366	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
06E707TC	1000-368	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
08E810TC	1027020	2008	International	Ambulance (Yellow/Blue)	Rotates at Stations
09E819TC	1046117	2009	International	Ambulance (Yellow/Blue)	Rotates at Stations
09E820TC	1057678	2009	International	Ambulance (Yellow/Blue)	Rotates at Stations
08E830TC	1026773	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
08E831TC	1026774	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
08E832TC	1046288	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
10E911TC	1070862	2010	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
10E912TC	1070861	2010	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
<del>08E913TC</del>	<del>1081871</del>	<del>2008</del>	<del>Dodge Sprinter</del>	<del>Ambulance (Yellow/Blue)</del>	<del>Special Events</del>
02E015TC	826-933	2002	Ford	Response Support Vehicle (Yellow)	First Responder Training
11A032TC	1116450	2011	Chevrolet	Tahoe (White)	Office of the Medical Director
08E838TC	1046087	2008	Ford	Expedition (White)	Office of the Medical Director
11E121TC	1114541	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
11E122TC	1114540	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
11E123TC	1114539	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E132TC	1131283	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E133TC	1131282	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E139TC	1141300	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E140TC	1141301	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations



**4. AMENDMENT OF SECTION C.1 OF EXHIBIT C-4** Effective October 1, 2012, Section C.1 EMS Fees for FY 2013 of Exhibit C-4 is deleted and replaced in its entirety with the following:

The term of the Amendment Four is for the period beginning as of October 1, 2012, and ending September 30, 2013.

The FY 2013 Annual EMS Fee, based on the formula outlined in Section C.2 below, equals twelve million seven hundred twenty one thousand, four hundred and seventy six dollars (\$12,721,476), composed of the total of the original annual fee of twelve million five hundred and thirty two thousand, six hundred and thirty eight dollars (\$12,532,638) and the additional services fee for the period from June 1, 2013 to September 30, 2013 of one hundred and eighty eight thousand, eight hundred and thirty eight dollars (\$188,838). From October 1, 2012 through September 30, 2013 inclusive, County shall pay City a monthly fee of one million forty four thousand, three hundred and eighty six dollars and fifty cents (\$1,044,386.50). In addition, from June 1, 2013 to September 30, 2013, County shall pay an added services monthly Fee of forty seven thousand, two hundred and nine dollars and fifty cents (\$47,209.50).

County and City acknowledge that the execution of this Agreement occurred after the effective date of the initial term of the Agreement and that between October 1, 2012 and execution of Amendment Four, County had made four (4) monthly payments to City for FY 2013 EMS services based on one twelfth of the Annual FY 2012 EMS Fee, which was nine hundred eighty-nine thousand, eighty-nine dollars and seventy-five cents (\$989,039.75).

To address the difference between the Annual EMS Fee due for services provided from October 1, 2012, through the date Amendment Four of this Agreement was executed, and ~~the total amount paid to City for FY 2013 EMS Services from October 1, 2012, through~~ the date Amendment Four of this Agreement was executed, County has made a payment to City of two hundred and twenty one thousand, three hundred and eighty-seven dollars (\$221,387.00) within 30 days after Amendment Four of this Agreement was executed by both parties.

**5. AMENDMENT OF SECTION C.2 OF EXHIBIT C-4** Effective October 1, 2012, Section C.2 EMS Fees for FY 2013 subsections 1e., 2. and 3 of Exhibit C-4 are deleted and replaced in their entirety with the following:

1. e. Application of Base Direct Service Fee Portion of Formula.  
Application of the above formula and the value of the multipliers results in a service fee for FY 2013 of eleven million nine hundred forty five thousand and forty eight dollars (\$11,945,048)

2. Calculation of Administrative Fee.

The administrative fee is to cover certain administrative costs of City. It is calculated by multiplying the base direct services fee of eleven million nine hundred forty seven thousand and nine hundred and thirty dollars (\$11,945,048) by the administrative rate of six and a half percent (6.5%). The calculated administrative fee for FY 2013 is seven hundred seventy six thousand, four hundred and twenty eight dollars (\$776,428).

3. Calculation of Annual EMS Fee

The base services fee of eleven million nine hundred forty seven thousand and nine hundred and thirty dollars (\$11,945,048) is added to the administrative fee of seven hundred seventy six thousand, four hundred and twenty eight dollars (\$776,428) to calculate the Annual EMS Fee of twelve million seven hundred twenty one thousand, four hundred and seventy six dollars (\$12,721,476).

**Capital Costs for FY 2013.** Capital costs will be reviewed annually and funded as needed through the annual budget negotiations between the City and County. For FY 2013, the parties agree that the City will not make any capital purchases on behalf of Travis County. In addition to those assets listed in Exhibit B, County agrees to purchase and own 1 replacement ambulance, 1 new ambulance for use as EMS Medic-37 and 2 replacement urban command vehicles during FY 2013 in accordance with the terms in Sections 5.1.1, 5.1.2, 5.1.3 and 5.1.4 of this Agreement. When the City receives new replacement vehicles that are purchased by the County the City EMS Director and the County EMS Manager will jointly determine which County-owned vehicles the City will return to the County in exchange for replacement vehicles that are purchased by the County for use by the EMS System. The City EMS Director and the County EMS Manager will also determine the timeline for the return of County-owned vehicles back to the County. At a minimum, one ambulance and two command vehicles will be returned to County after the execution of Amendment Five. The two legacy urban command vehicles will be returned to County as bare truck chassis, and the existing service boxes will be refurbished and repurposed for remount use on the two new replacement urban command vehicles purchased in FY 2013.

6. **TRUE UP:** Effective October 1, 2012, Section 9.7. True Up for EMS Payments is deleted and replaced in its entirety with the following:

9.7 True Up for EMS Payments The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C in the Agreement for the initial year of the contract.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-1 in the Amendment One for the first renewal term of the contract from October 1, 2009 to September 30, 2010.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-2 in this Amendment Two for the second renewal term of the contract from October 1, 2010 to September 30, 2011.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-3 in this Amendment Three for the third renewal term of the contract from October 1, 2011 to September 30, 2012, unless sooner terminated.

Unless sooner terminated, for the second extension of the contract from October 1, 2012, to September 30, 2013, the true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-4 in Amendment Four as amended in sections 4 and 5 of this Amendment Five

No later than December 31 following the end of the initial term and each renewal term, a statement of the total City EMS Department costs and expenses for ground services properly incurred against the City's EMS Budget for the term shall be available from the City Controller's Office. If the amount of properly incurred costs and expenses during such term is less than the City's EMS Budget, the excess of City's EMS Budget over properly incurred costs and expenses shall be paid in full by the City to County by January 31. Costs and expenses that are not anticipated, disclosed to, and approved by County before the effective date of this Agreement or the effective date of any renewal shall not be considered properly incurred unless later agreed upon by County and City for the purposes of performing the true up for EMS payments. If the total costs and expenses that were properly incurred against the City's EMS Budget for a contract term exceed the City's EMS Budget for that term, the County EMS Manager shall promptly request a budget amendment in such excess amount to the Commissioners Court. County shall not be required to reimburse City for the excess unless a budget amendment for that term is approved by Commissioners Court. In the event there is a holdover period, the true-up provisions shall be implemented as if there had been no holdover.

7. **POTENTIAL RENEWAL:** Effective October 1, 2012, Subsection 13.13.1 Initial Term and Potential Renewal on Mutual Agreement is deleted and the following subsection is inserted in its place:

13.13.1 Initial Term and Potential Renewal on Mutual Agreement. This Agreement begins on October 1, 2008, and shall continue for one year, unless terminated earlier in accordance with the terms of this Agreement. The parties may renew this Agreement, or portions of it as specified in the amendment renewing it, for up to five (5) additional terms of one year each, subject to the parties' rights of termination in this Agreement and the approval by Commissioners Court of County funding for each renewal term. The amount payable by County in any renewal term shall be as approved by Commissioners Court and City Council through the County and City budget processes and stated in the Exhibit C-5 applicable to that renewal term, as incorporated in an amendment to this Agreement approved by Commissioners Court and City Council.

**8. INCORPORATION OF FY 2009 AGREEMENT AS AMENDED:** City and County hereby incorporate the FY 2009 Agreement as amended by FY 2010, FY 2011, FY 2012, FY 2013 Amendments, and this Amendment Five. Except for the changes made in this Amendment Five, City and County hereby ratify all of the terms and conditions of the FY 2009 Agreement as amended by FY 2010, FY 2011, FY 2012 FY 2013 Amendments, and agree that they shall continue in effect throughout the September 30, 2013.

**9. EFFECTIVE DATE:** When it is approved by both the Travis County Commissioners Court and the City of Austin City Council, this amendment is effective as stated within its sections.

**CITY OF AUSTIN**  
A Home Rule Municipality

By: \_\_\_\_\_  
Michael McDonald, Deputy City Manager

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

**TRAVIS COUNTY**

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

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



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

**Meeting Date:** May 21, 2013

**Prepared By/Phone Number:** Danny Hobby/854-4416

**Elected/Appointed Official/Dept. Head:** Danny Hobby

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

RECEIVE BRIEFING AND DISCUSSION ON THE FOLLOWING FIRE AND EMS SERVICE OPTIONS IN TRAVIS COUNTY OUTSIDE THE CITY OF AUSTIN:

- A. Continue to contract with the City of Austin for emergency medical services in the county using new financial template and new county zones.
- B. Consider other EMS service delivery alternatives for emergency medical services in the county.
- C. Consider operational enhancements for emergency service districts in the development of a unified fire service in the county.
- D. Consider the feasibility of a consolidated fire-based emergency medical system in the county, using those affected county department representatives as needed.
- E. Review current county ambulance locations and unit utilizations, current deployment methods, populations, and call volumes to determine immediate and future service delivery options.
- F. Consider the hiring of an independent consultant to work with the area stakeholders in reviewing A-D above.

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

The purpose of the FY 2009 EMS Interlocal Cooperative Agreement ("Agreement") is to provide for emergency medical services and medical transport services to Suburban Travis County (the county's geographic area outside the City of Austin) through the use of City staff, City-owned equipment, County provided stations, and County-owned vehicles and other assets.

It is now time to review other possible service options to see if alternative methods will benefit utilization of resources, performance and cost of service. This is a review that will involve various stakeholders in the system and will allow participation by those who serve in our first responder organizations throughout the county.

**STAFF RECOMMENDATIONS:**

Emergency Services recommends discussion with the Court on these possible service options in Travis County.

**ISSUES AND OPPORTUNITIES:**

County and City staff will continue to review recommendations or changes we feel may be necessary to benefit the service delivery and the cost of services for emergency medical services in Travis County outside the City of Austin. This is one such opportunity.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

To be determined once recommendations are developed.

**REQUIRED AUTHORIZATIONS:**

Barbara Wilson, County Attorney's Office, 854-9567

Marvin Brice, Purchasing Office, 854-9765

Kapp Schwebke, Auditor's Office, 854-6628

~~Alan Miller, PBO, 854-9726~~

David Salazar, Judge's Office, 854-9555



# EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE  
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*

*Medical Examiner  
Dr. David Dolinak*

*STAR Flight  
Casey Ping, Program Director*

## MEMORANDUM

**To:** Travis County Commissioners Court  
**From:** Danny Hobby, County Executive, Emergency Services  
**Date:** May 13, 2013  
**Subject:** Briefing and Discussion on Fire and EMS Service Options in Travis County Outside the City of Austin

This agenda request is to provide a briefing and have discussion regarding county service improvements to our current fire and emergency medical system outside the City of Austin, and to receive Court direction regarding them.

I currently facilitate and work with various stakeholder groups throughout the county (An Emergency Services District Commissioners Group, An ESD Fire Chief's Group, A Small Cities and Villages Group, A Zoning Group with City EMS and Office of the Medical Director, and a stakeholder group made up of various stakeholders, CAFCA). I feel these working groups can evaluate and produce the recommendations that are needed to improve our fire and emergency medical system outside the City of Austin.

I will brief and ask for discussion on the following service options:

**A. *Continue to contract with the City of Austin for emergency medical services in the county using new financial template developed and new county zones established.***

This service option has shown real improvements over the last few months that encourages more dialog and discussion regarding service delivery in the county by the City of Austin. FY14 contract negotiations are underway at this time. This review would consider the overall services provided, the performance measures established and outcomes, and the costs associated with contracting with the City, both short term and long term.

**B. *Consider other EMS service delivery alternatives for emergency medical services in the county.***

This service option would review alternative service delivery options in addition to the current first responder and ground transport services we currently utilize in the county. This would consider using other service providers around Travis County in a joint service contract where appropriate; using private ambulance services where appropriate in the county; using ALS squads in geographic locations around the county, assisting with patient response and better utilization of fire equipment and staffing; using small cities



and villages in providing funding for equipment, staffing or property; and using fire districts as appropriate for ALS on engines.

**C. Consider operational enhancements for emergency service districts in the development of a unified fire service in the county.**

This service option would review operational enhancements for districts in moving toward a full unified fire service in the county. This review would consider assisting with funding for staffing, equipment, and other resources deemed appropriate for the improvement of both fire and first responder services in the county. A 1998 report stated this type support was needed to assist district operations in the future, so it is time to review this once again. This could be implemented with our current interlocal agreements being turned into performance contracts, and the hiring of a fire coordinator within the county Emergency Service budget.

**D. Consider the feasibility of a consolidated fire-based emergency medical system in the county, using those affected county department representatives as needed.**

This service option would look at the feasibility of a county fire department for those districts choosing to participate. This would look at district staff becoming county employees and operations (fire and medical response) being run through the county in providing fire, first response and ground transport where appropriate. This review would consider and examine all the support services (fleet, dispatch, medical supplies, etc.) needed to create this department. Those affected county departments would need to be involved in this review.

**E. Review current county ambulance locations and unit utilizations, current deployment methods, populations, and call volumes to determine immediate and future service delivery options.**

This review option would continue the good work underway with the Zone Group, developing better delivery methods and alternatives from what we do today in the county. This would consider and evaluate moving current county stations with low utilizations; using STAR Flight more in response to appropriate county medical calls; changing dispatch deployment for greater utilization of county units; comparing populations with call volumes to determine immediate and future service needs, and using response time standards that better define the service levels in the county.

**F. Consider the hiring of an independent consultant to work with the area stakeholders in reviewing A-D above.**

This review option would be requested if area stakeholders felt the need to use an outside expert to review their review options and recommendations. It would be anticipated this type request would involve an hourly contract and not a full blown consultant work contract with one firm.

In summary, it has been rewarding to work with all the stakeholder groups and I think we have made real progress toward getting to improvements in service, but it is important to now take the action steps that will implement change for the better and also put to rest the fears and unknowns about who is doing what and for what reason. Our residents deserve the most appropriate resources and response we can provide them and our taxpayers deserve the due diligence necessary to make sure the cost of service is balanced and reasonable.

Thank you for our consideration in this matter.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

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

**Division Director/Manager:** Donald W. Ward, P.E., Assistant Public Work Director  
- Road and Bridge Division

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on the following in Precinct Three:

- A) the acceptance of the dedication of the public street and drainage facilities within The Preserve at Lost Gold Cave, Phase 1; and
- B) a proposed license agreement with Preserve at Lost Gold Cave Home Owners Association for improvements within the ROW of the Preserve at Lost Gold Cave, Phase 1.

**BACKGROUND/SUMMARY OF REQUEST:**

The Preserve at Lost Gold Cave, Phase 1 was recorded on November 29, 2005 at Document #200500308. This subdivision has been inspected for conformance with approved plans and specifications as listed. It will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

The completed sidewalks within these subdivisions have been inspected by a Registered Accessibility Specialist. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Preserve at Lost Gold Cave, Phase 1 is accessed from Stoneridge Road, a street maintained by Travis County. This action will add an overall total of 0.22 miles to the Travis County road system.

The applicant also requests to enter into a license agreement for private improvements within public ROW within the subject subdivision. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone.

**STAFF RECOMMENDATIONS:**

TNR staff recommends approval of the proposed motions.

**ISSUES AND OPPORTUNITIES:**

The construction of this project has been considered complete since 2007. However, not receiving certain "Requirements..." list items kept the County from moving forward with its acceptance. The outstanding items have now been submitted. Travis County staff will consider the time between the approximate completion date (2007) and the Commissioners Court acceptance date as the warranty period for this subdivision. All Travis County issued punch list items have been addressed.

In regards to the proposed license agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Preserve at Lost Gold Cave Home Owners Association, Inc. (the "ASSOCIATION") has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached agreements. The improvements will maintain the 7' clear zone in order to adequately address the safety of the traveling public. The proposed license agreement utilize the standard form.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

TNR Approval Letter  
Lists of Streets  
Requirements for Approval  
RAS List  
License Agreement (2 copies)  
Location Maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Dev Serv & LRP	854-7561

AK

**CC:**

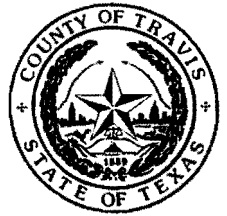
Stacey Scheffel	Program Manager	TNR - Permits	854-7565
Charles Allen	TNR Inspector	Development Services	266-3314

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Preserve at Lost Gold Cave, Phase 1**

**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

**CONSTRUCTION ACCEPTANCE/PERFORMANCE PERIOD INSPECTION  
FOR RELEASE OF FISCAL**

**DATE: March 28, 2013**

<b>TO:</b>	<b><u>DEVELOPER:</u></b> Keith Schoenfelt Stoneridge Joint Venture 1715 Capital of Texas Hwy S Suite 208 Austin, TX 78746	<b><u>ENGINEER:</u></b> LOC Construction 1000 E. Cesar Chavez Austin, TX 78702
------------	--	---

**SUBJECT: Preserve at Lost Gold Cave, Phase 1**

Effective this date, streets and/or drainage construction within this subdivision appear to be in conformance with the approved construction documents. This subdivision has completed the one (1) year performance period. All performance period maintenance punch list items have been completed and/or corrected. 100% of the un-constructed residential sidewalks (if any) will remain until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

**OTHER REMARKS:**

BY: Don W. Ward 5/1/13  
TNR Assistant Public Works Director – Road & Bridge Division – Don W. Ward, P.E.

Paul Scoggins 4/30/13  
TNR Engineering Specialist – Paul Scoggins

Charles Allen  
TNR Inspector – Charles Allen

1102 fiscal file  
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION  
 Mapsco No. 483X,T

Preserve at Lost Gold Cave, Phase 1

Pct.# 3  
 Atlas No. H-07

RECORDED AT DOCUMENT #200500308 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 11/29/2005

THIS SUBDIVISION CONTAINS 1 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF		CURB & GUTTER
						PVMNT	PVMNT	
1	Cueva De Oro Cove	Stoneridge Road to cul-de-sac	1140	0.22	60	HMAC	28' F-F	YES
Total Footage/Mileage			1140	0.22				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 18

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT THREE.

0.22 MILES BE ACCEPTED BY

21-May-13  
 DATE

Donald W. Ward 5/1/13  
 Donald W. Ward, PE  
 Assistant Public Works Director -  
 Road and Bridge Division

DP = DOUBLE PENETRATION  
 HMAC = HOT MIX ASPHALT  
 C = CONCRETE  
 UPP = UNPAVED, PIT RUN  
 UPS = UNPAVED, SELECT

DATE APPROVED BY COMMISSIONERS COURT



## TRANSPORTATION AND NATURAL RESOURCES

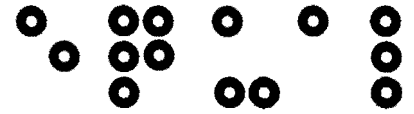
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

---

700 Lavaca Street  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383

### PRESERVE AT LOST GOLD CAVE, PHASE 1 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 6/19/07 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 6/19/07 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 3/13/13 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 3/13/13 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying **Stop Sign Warrants** sheets for each sign.  
**\*\*NEED STOP SIGN WARRANTS IF APPLICABLE\*\***
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 3/13/13 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/28/13 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**
- 6/19/07 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- 4/22/13 10. License Agreement (**If there are private improvements in Public ROW.**)



# Inspection Approved

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Accessibility Standards.

**Note: The inspection is specific to the scope of work noted in the construction documents and the residential sidewalks in place at the time of our site review only.** Over 90% of the residential sidewalks were completed at the time of the inspection. Residential sidewalks and/or drive pads which were not complete at the time of the review are not a part of this report.

**This facility is not subject to review under the current Administrative Rules as published by TDLR. Therefore, this review is advisory in nature only and does not constitute a review as required under the Texas Architectural Barriers Act.**

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA Hotline, 800/ 949.4232 or the U.S. Department of Justice at 202/ 514.0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record of this facility, contact John Torkelson at 512/476.8675. Please reference the assigned project number in all future correspondence pertaining to this project.

Please call with any questions,

John Rife Torkelson, RAS 0013

**06 November 2012**

**Project Number:** A 12826

**Project:**

**Cueva de Oro Cove**

Cueva de Oro Cove  
Austin, Texas 78746  
Plans Dated: N/A

**To:**

**Rick Cippelle**

Preserve at Lost Gold Cave HOA  
1715 S. Capital of Tx Hwy , Ste. 208  
Austin, Texas 78733

**Inspection Performed by:**

John Torkelson  
2 November 2012

**Project Scope**

Consulting - Sidewalk Site Inspection

**Distribution:**

Robert C Thompson- Thompson Land Engineering LLC  
File





A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

#### IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as coinsured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S EXECUTIVE MANAGER OF TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT within twenty one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

#### V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury,

death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION'S construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

## VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION'S Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter and maintaining the improvements. Removal of dead or dying plants shall also be handled by the ASSOCIATION at its expense.

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash or an irrevocable Letter of Credit ("LOC") in a form acceptable to the COUNTY in the amount of One Thousand One Hundred Thirty Nine AND NO/100 DOLLARS (\$ 1,139 .00). The LOC shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established by the City of Austin's financial institution rating system in effect at the time the LOC is issued. The COUNTY and the ASSOCIATION shall revise the LOC as necessary to adequately secure the ASSOCIATION's obligations during the term of this Agreement. The ASSOCIATION shall be responsible for procuring replacement LOCs in amounts approved by the COUNTY within sixty (60) days prior to the expiration date of the LOC then on file with the COUNTY for as long as this Agreement remains in effect. The ASSOCIATION may obtain a release of any such LOC at any time by substituting cash in an equal amount. Any cash provided to the COUNTY will be deposited with the County Treasurer and interest on the amount will be paid to the ASSOCIATION on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the LOC or the cash security shall be a letter from the Travis County Judge indicating that the District has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to

the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

## VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

## VII. Termination

A. Termination by the ASSOCIATION. This Agreement may be terminated by the ASSOCIATION by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION'S affected installations at the ASSOCIATION'S sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION'S rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

Preserve at Lost Gold Cave HOA  
1929 Cueva de Oro Cove  
Austin, TX 78746

COUNTY:

Honorable Samuel T. Biscoe (or successor)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

COPY TO:

Steven M. Manilla, P.E., County Executive (or successor)  
Travis County Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

COPY TO:

Honorable David A. Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 83. \_\_\_\_

XVI. Annexation by the City

A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the County Executive of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

By: \_\_\_\_\_, County  
Judge

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

TERMS AND CONDITIONS ACCEPTED, this the day of , .

THE ASSOCIATION:

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: Theresa Smith  
Title: HOA President  
Authorized Representative

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF TRAVIS    §

This instrument was acknowledged before me on this the day of \_\_\_\_\_, \_\_\_\_ by ,  
County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of  
Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
My commission expires:



THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

April 15<sup>th</sup>, 2013

This instrument was acknowledged before me on this the day of April, by as of  
the Preserve at Lost Creek Inc., a Texas corporation, on behalf of said corporation.

Home Owners  
Association, Inc.

Paul Brewer

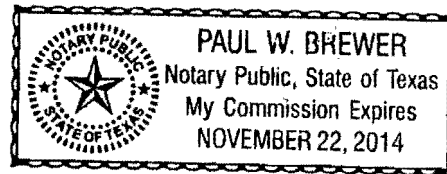
Notary Public in and for the State of Texas

PAUL BREWER

Printed/Typed Name

NOV 22 2014

My commission expires:



ADDRESS OF ASSOCIATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Austin, Texas 787\_\_

FLUGEL LAND SURVEYING

(License Agreement)  
Cueva De Oro Cove  
Preserve at Lost Cave-  
Phase II

EXHIBIT “ A ”

**LEGAL DESCRIPTION**

LEGAL DESCRIPTION OF A 0.039ACRE (1,723 SQUARE FEET) TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE PATTERSON MOORE SURVEY NO. 70, ABSTRACT NO. 560 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF CUEVA DE ORO COVE, A PUBLIC RIGHT-OF-WAY DEDICATED BY PLAT, IN “THE PRESERVE AT LOST GOLD CAVE – PHASE II SUBDIVISION PLAT, AS RECORDED IN DOCUMENT NO. 200500312 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.039 ACRE (1,723 SQUARE FEET) TRACT BEING COMPRISED OF THREE (3) TRACTS OR PARTS, AS FOLLOWS: PART 1 BEING 24 SQUARE FEET, PART 2 BEING 0.038 ACRE (1,675 SQUARE FEET) AND PART 3 BEING 24 SQUARE FEET, AS SHOWN ON THE ACCOMPANYING SKETCH, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**PART 1 (24 SQUARE FEET)**

**BEGINNING FOR POINT OF REFERENCE** at cotton spindle found in the northeasterly right-of-way line of Stoneridge Road (60-foot right-of-way) at it's intersection with the northwesterly right-of-way line of said Cueva De Oro Cove (right-of-way varies) at the Point of Curvature of a curve to the left of said Cueva De Oro Cove, same being the southeasterly line of Lot 16, Block A, of said “The Preserve at Lost Gold Cave- Phase II; from which a ½” iron rod found for the west corner of said Lot 16 bears N59°02'47”W a distance of 225.01; Thence, N75°45'26”E a chord distance of 35.33 feet to a ½” iron rod found at the Point of Tangency of said curve to the left (having an arc length of 39.24 feet and a radius of 25.00 feet); Thence, with said northwesterly right-of-way line of Cueva De Oro Cove, N30°38'28”E a distance of 15.57 feet to a calculated point, from which a ½” iron rod found at the Point of Curvature of a curve to the right of said Lot 16 bears N30°38'28”E a distance of 44.55 feet; Thence, into said right-of-way, S59°42'19”E a distance of 5.98 feet to a corner of a 2.5' by 2.5' stone column for the southwesterly corner and **POINT OF BEGINNING** of this tract,

**THENCE**, continuing through said right-of-way for the following four courses:

- 1) **N25°45'52”E** a distance of 2.50 feet to a corner of a 2.5' by 2.5' stone column;
- 2) **S64°14'08”E** a distance of 9.53 feet to a corner of a 2.5' by 2.5' stone column;
- 3) **S25°45'52”W** a distance of 2.50 feet to a corner of a 2.5' by 2.5' stone column;
- 4) **N64°14'08”W** a distance of 9.53 feet to the **POINT OF BEGINNING** and containing 24 square feet) of land, more or less.

## FLUGEL LAND SURVEYING

**PART 2 - 0.038 ACRE (1,675 SQUARE FEET)**

**BEGINNING FOR POINT OF REFERENCE** at cotton spindle found in the northeasterly right-of-way line of Stoneridge Road (60-foot right-of-way) at its intersection with the northwesterly right-of-way line of said Cueva De Oro Cove (right-of-way varies) at the Point of Curvature of a curve to the left of said Cueva De Oro Cove and the southeasterly line of Lot 16, Block A, of said "The Preserve at Lost Gold Cave- Phase II; from which a ½" iron rod found for the west corner of said Lot 16 bears N59°02'47"W a distance of 225.01; Thence, N75°45'26"E a chord distance of 35.33 feet to a ½" iron rod found at the Point of Tangency of said curve to the left (having an arc length of 39.24 feet and a radius of 25.00 feet), Thence, with said northwesterly right-of-way line of Cueva De Oro Cove, N30°38'28"E a distance of 15.57 feet to a calculated point, from which a ½" iron rod found at the Point of Curvature of a curve to the right of said Lot 16 bears N30°38'28"E a distance of 44.55 feet, Thence, into said right-of-way, S59°42'19"E a distance of 32.16 feet to a calculated point at the face of curb of a median for a southwesterly corner and **POINT OF BEGINNING** of this tract,

**THENCE**, continuing through said right-of-way and along the face of curb of said traffic median or island for the following four courses:

- 1) N30°13'53"E a distance of 43.58 feet to a calculated point;
- 2) N34°32'20"E a distance of 9.65 feet to a calculated point;
- 3) N41°20'49"E a distance of 9.76 feet to a calculated point;
- 4) N45°46'00"E a distance of 9.71 feet to a calculated Point of Curvature of a non-tangent curve to the right, from which a MAG nail found at the Point of Reverse Curvature in said northwesterly right-of-way line, and the southeasterly line of said Lot 16 bears N18°07'09"W a distance of 34.51 feet;
- 5) Along the arc of said non-tangent curve to the right having an arc length of 6.79 feet, a radius of 4.50 feet and a chord that bears N83°58'46"E a chord distance of 6.17 feet to a calculated Point of Compound Curvature of a non-tangent curve to the right;
- 6) Along the arc of said non-tangent curve to the right having an arc length of 5.94 feet, a radius of 4.00 feet and a chord that bears S13°20'07"E a chord distance of 5.41 feet to a calculated point at the end of said curve;
- 7) S22°15'29"W a distance of 9.00 feet to a calculated point;
- 8) S13°03'38"W a distance of 13.33 feet to a calculated point;
- 9) S29°36'45"W a distance of 64.75 feet to a calculated Point of Curvature of a non-tangent curve to the right;
- 10) Along the arc of said non-tangent curve to the right having an arc length of 7.91 feet, a radius of 5.00 feet and a chord that bears S73°57'13"W a chord distance of 7.11' feet to a calculated point at the end of said curve;
- 11) N62°45'50"W a distance of 10.14 feet to a calculated of Curvature of a non-tangent curve to the right;
- 12) Along the arc of said non-tangent curve to the right having an arc length of 7.43 feet, a radius of 5.00 feet and a chord that bears N14°24'49"W a chord distance of 6.77 feet to a calculated point at the end of said curve;
- 13) N30°13'53"E a distance of 15.39 feet to the **POINT OF BEGINNING** and containing 0.038-acres (1,675 square feet) of land, more or less.

FLUGEL LAND SURVEYING

**PART 3 (24 SQUARE FEET)**

**BEGINNING FOR POINT OF REFERENCE.** at cotton spindle found in the northeasterly right-of-way line of Stoneridge Road (60-foot right-of-way) at it's intersection with the northwesterly right-of-way line of said Cueva De Oro Cove (right-of-way varies) at the Point of Curvature of a curve to the left of said Cueva De Oro Cove and the southeasterly line of Lot 16, Block A, of said "The Preserve at Lost Gold Cave- Phase II"; from which a 1/2" iron rod found for the west corner of said Lot 16 bears N59°02'47"W a distance of 225.01; Thence, N75°45'26"E a chord distance of 35.33 feet to a 1/2" iron rod found at the Point of Tangency of said curve to the left (having an arc length of 39.24 feet and a radius of 25.00 feet), Thence, with said northwesterly right-of-way line of Cueva De Oro Cove, N30°38'28"E a distance of 15.57 feet to a calculated point, from which a 1/2" iron rod found at the Point of Curvature of a curve to the right of said Lot 16 bears N30°38'28"E a distance of 44.55 feet. Thence, into said right-of-way, S59°42'19"E a distance of 70.99 feet to a corner of a 2.5' by 2.5' stone column for the southwesterly corner and **POINT OF BEGINNING** of this tract.

**THENCE.** continuing through said right-of-way for the following four courses:

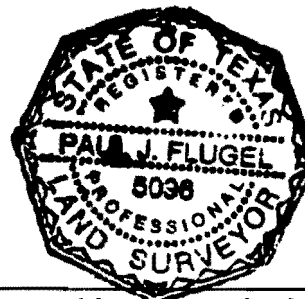
- 1) **N31°46'51"E** a distance of 2.50 feet to a corner of a 2.5' by 2.5' stone column;
- 2) **S58°13'09"E** a distance of 9.56 feet to a corner of a 2.5' by 2.5' stone column;
- 3) **S31°46'51"W** a distance of 2.50 feet to a corner of a 2.5' by 2.5' stone column;
- 4) **N58°13'09"W** a distance of 9.56 feet to the **POINT OF BEGINNING** and containing 24 square feet) of land, more or less.

**BEARING BASIS NOTE**

The bearings described herein are based on the record plat bearing (N59°02'47"W) of the northeasterly right-of-way line of Stoneridge Road, same being the southwesterly line of Lot 16, Block A, of the above referenced "The Preserve at Lost Gold Cave-Phase II", as monumented above.

I do hereby certify that this description is true and correct to the best of my knowledge and belief, and was prepared from an actual on the ground survey of found property corners, under my supervision, and that the markers described herein actually exist, as described, at the time of my survey.

As Prepared by  
**Flugel Land Surveying**  
Firm Registration No. 10193837



*Paul J. Flugel*  
**Paul J. Flugel**

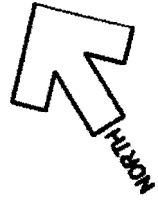
Registered Professional Land Surveyor No. 5096

Date of Survey : 12-13-2012

Date of Field Notes : 12-27-2012

**REFERENCES**

MAPSCO 2009 495-S TCAD PARCEL ID NO. 02-4502-0903  
AUSTIN GRID NO. J-31 C:\Surveying\Thompson Land Eng\field notes\Cueva de Oro. doc



**SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION  
OF PORTIONS OF CUEVA DE ORO COVE  
R.O.W. AS RECORDED IN DOC. NO.  
200500312, OFFICIAL PUBLIC RECORDS,  
TRAVIS COUNTY, TEXAS.**

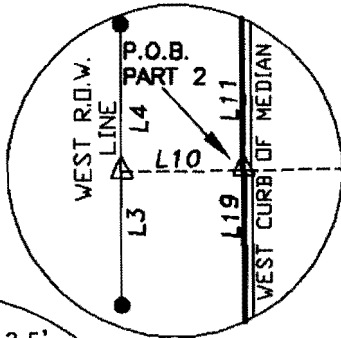
SCALE: 1" = 40'

LOT 15, BLK A

**LEGEND**

- 1/2" IRON ROD FOUND WITH PLASTIC CAP
- △ CALCULATED POINT
- ▲ MAG NAIL OR COTTON SPINDLE FOUND
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- T.C.O.P.R. TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
- ( ) RECORD INFORMATION
- R.O.W. RIGHT OF WAY
- S.F. SQUARE FEET

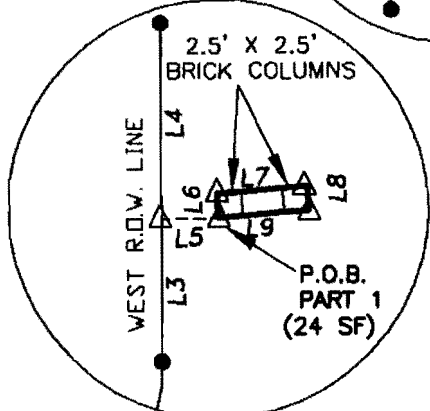
DETAIL 2 ~ NTS



LOT 16  
BLK A

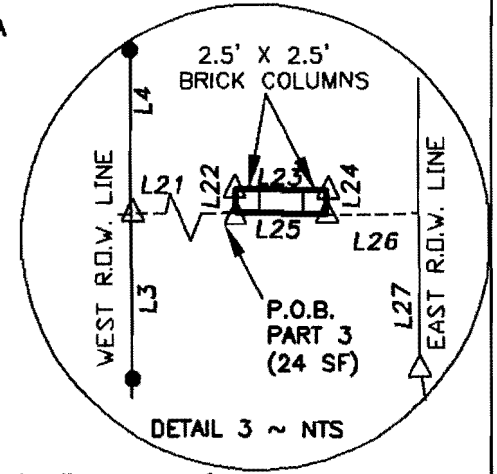
THE PRESERVE AT LOST  
GOLD CAVE- PHASE II  
DOC. NO. 200500312,  
T.C.O.P.R.

LOT 1  
BLK A



DETAIL 1 ~ NTS

THE PRESERVE AT LOST  
GOLD CAVE- PHASE II  
DOC. NO. 200500312,  
T.C.O.P.R.



DETAIL 3 ~ NTS

COTTON  
SPINDLE  
FOUND

P.O.R.  
PARTS 1, 2,  
& 3

N59°20'05"W 105.46'  
(N59°19'19"W 105.57')

"ATS" CAP

"ATS" CAP

N59°02'47"W 225.01'  
(N59°02'47"W 224.98')  
BEARING BASIS

N59°20'20"W 140.07'  
(N59°15'59"W 140.00')

**STONERIDGE ROAD**  
(60' RIGHT-OF-WAY)

NOTE:  
SEE SHEET 5 FOR  
LINE AND CURVE  
TABLES FOR PARTS  
1, 2, AND 3

CLIENT: THOMPSON LAND ENG.  
FIELD BOOK: 2, PAGE 26  
DRAWN BY: P.J.F.  
PROJECT NO.: PRJ # 20-2012  
DATE: 12-27-12  
FILE: CUEVA DE ORO.DWG

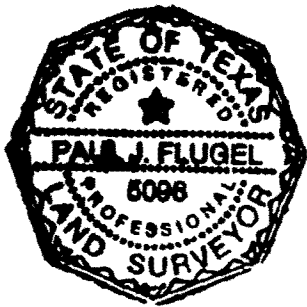
**SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION  
OF PORTIONS OF CUEVA DE ORO COVE  
R.O.W. AS RECORDED IN DOC. NO.  
200500312, OFFICIAL PUBLIC RECORDS,  
TRAVIS COUNTY, TEXAS.**

LINE TABLE -- PART 1		
NO.	BEARING	DISTANCE
L3	N30°38'28"E	15.57'
L4	N30°38'28"E	44.55'
L5	S59°42'19"E	5.98'
L6	N25°45'52"E	2.50'
L7	S64°14'08"E	9.53'
L8	S25°45'52"W	2.50'
L9	N64°14'08"W	9.53'

LINE TABLE -- PART 2		
NO.	BEARING	DISTANCE
L10	S59°42'19"E	32.16'
L11	N30°13'53"E	43.58'
L12	N34°32'20"E	9.65'
L13	N41°20'49"E	9.76'
L14	N45°46'00"E	9.71'
L15	S22°15'29"W	9.00'
L16	S13°03'38"W	13.33'
L17	S29°36'45"W	64.75'
L18	N62°45'50"W	10.14'
L19	N30°13'53"E	15.39'
L20	N18°07'09"W	34.51'

LINE TABLE -- PART 3		
NO.	BEARING	DISTANCE
L21	S59°42'19"E	70.99'
L22	N31°46'51"E	2.50'
L23	S58°13'09"E	9.56'
L24	S31°46'51"W	2.50'
L25	N58°13'09"W	9.56'
L26	S59°20'28"E	9.53'
L27	S30°39'44"W	15.77'

CURVE TABLE -- PART 2				
NO.	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	RADIUS
C5	N83°58'46"E	6.17'	6.79'	4.50'
C6	S13°20'07"E	5.41'	5.94'	4.00'
C7	S73°57'13"W	7.11'	7.91'	5.00'
C8	N14°24'49"W	6.77'	7.43'	5.00'



R.O.W. LINE TABLE		
NO.	BEARING	DISTANCE
L1	N47°30'18"E (N47°22'29"E)	22.79' (22.85')
L2	N13°45'49"E (N13°58'34"E)	22.80' (22.85')

R.O.W. CURVE TABLE				
NO.	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	RADIUS
C1	N75°45'26"E (N75°42'16"E)	35.33' (35.37')	39.24' (39.29')	25.00' (25.00')
C2	S14°18'30"E (S14°17'44"E)	35.34' (35.34')	39.24' (39.24')	25.00' (25.00')
C3	N39°07'31"E (N39°01'30"E)	29.06' (29.05')	29.16' (29.15')	100.00' (100.00')
C4	N22°18'47"E (N22°19'33"E)	29.04' (29.04')	29.14' (29.15')	100.00' (100.00')

AS SURVEYED BY:

*Paul J. Flugel*

PAUL J. FLUGEL  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5096  
DATE SURVEYED : DECEMBER 13, 2012

CLIENT: THOMPSON LAND ENG.  
FIELD BOOK: 2, PAGE 26  
DRAWN BY: P.J.F.  
PROJECT NO.: PRJ # 2C-2012  
DATE: 12-27-12  
FILE: CUEVA DE ORO.DWG

PLAT DOCUMENT #



PLATS  
4 PGS

200500308

# PLAT

## PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: THE PRESERVE AT LOST GOLD CAVE  
PHASE 1

OWNERS NAME: BERIDGE JOINT VENTURE

RESUBDIVISION? YES  NO

## ADDITIONAL RESTRICTIONS / COMMENTS:

- 2005220886
- 2005220887
- 2005220888
- 2005220889
- 2005220890

## RETURN:

COA  
DON PERRYMAN  
972-2784

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2005 Nov 29 03:23 PM 200500308

KNOWLESR \$119.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

**UNOFFICIAL COPY**

PHOTOGRAPHIC MYLAR

11/29/05

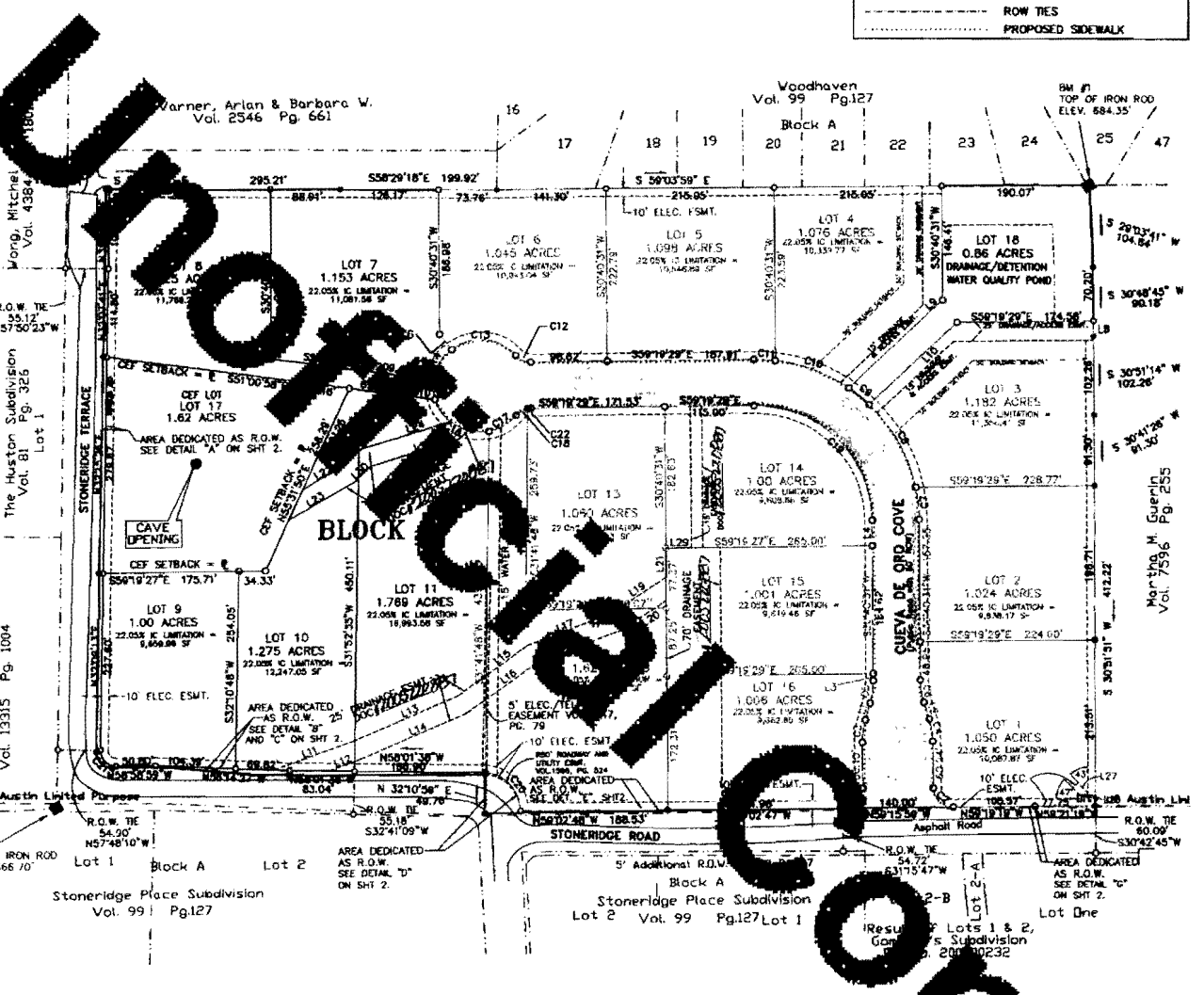
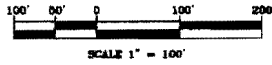
\$ 119.00

200500308

THE PRESERVE AT LOST GOLD CAVE - PHASE I

**LEGEND**

- ◆ BENCHMARK
- FOUND IRON ROD
- PROPOSED PIN
- EXISTING PROPERTY LINE
- - - PROPOSED LOT LINE
- - - ADJACENT PROPERTY
- - - PROPOSED DRAINAGE ESMT.
- - - GOLD CAVE LANE CENTERLINE
- - - EXISTING EASEMENT
- - - PROPOSED ELEC. ESMT.
- - - JURISDICTION BOUNDARY
- - - ROW TIES
- - - PROPOSED SIDEWALK



**SURVEYOR'S CERTIFICATION:**

I, THOMAS DIXON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAN COMPLIES WITH CHAPTER 25 OF THE AUSTIN CITY CODE AS AMENDED; IS TRUE AND CORRECT; AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

THOMAS DIXON R.P.L.S.  
 TEXAS REGISTRATION NO. 4324  
 6305 FOREST HILLS DR.  
 AUSTIN, TX 78746  
 512-481-9602

11/9/05  
 DATE



**LINE TABLE**

#	LENGTH	BEARING	#	LENGTH	BEARING	#	LENGTH	BEARING
L1	22.85	S47°22'29\"/>						

**CURVE DATA**

#	CHORD	BEARING	LENGTH	RADIUS
C1	35.34	S77°01'30\"/>		

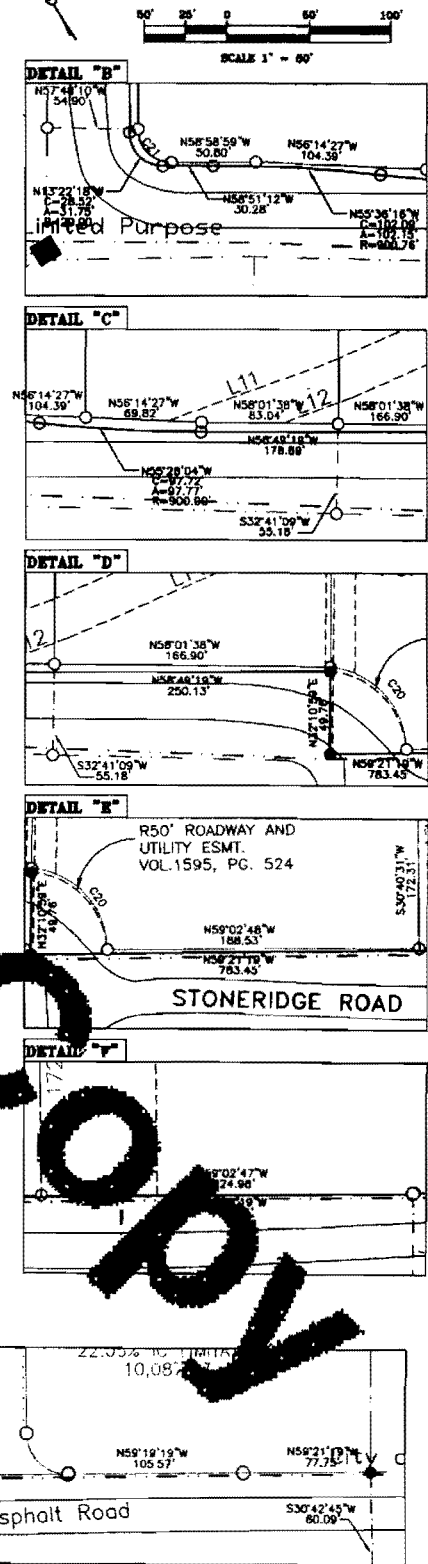
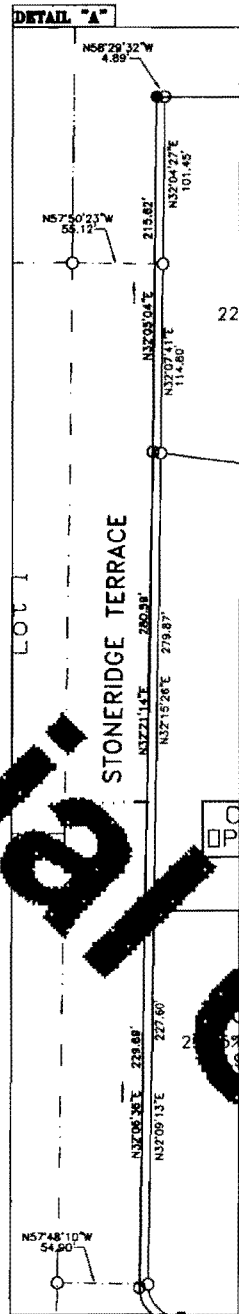
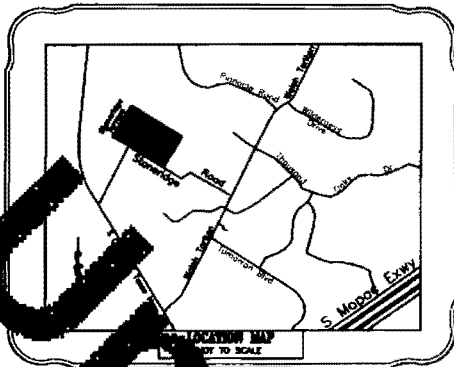
**LOC Consultants**  
 Civil Structural Environmental Engineers  
 1909 East Over Creek, Suite 100  
 Austin, Texas 78747-0200  
 Tel: (512) 481-9602  
 Fax: (512) 481-9602



200500308

PHOTOGRAPHIC MYLAR

THE PRESERVE AT LOST GOLD CAVE - PHASE I



LAND INFORMATION			
LOT NO.	ACRES	SQ. FT.	F.A.R.
1	1.050	4574.00	0.08
2	1.024	44617.53	
3	1.182	51503.01	0.12
4	1.076	46892.40	0.088
5	1.038	47831.72	0.083
6	1.045	45546.86	0.087
7	1.153	50256.49	0.079
8	1.225	53370.68	0.073
9	1.000	43809.30	0.091
10	1.275	55542.19	0.068
11	1.769	77068.37	0.051
12	1.621	70823.55	0.060
13	1.060	46215.11	0.076
14	1.000	43567.63	0.088
15	1.001	43625.65	0.086
16	1.006	43822.20	0.090
17	1.587	68272.78	CEP S.B.
18	0.892	38857.44	POND
GOLD CAVE LAKE R.O.W.		1.657	72218.94
TOTAL - BEFORE REQUIRED RIGHT-OF-WAY DEDICATION		22.907	897899.616
ROW DEDICATION		0.160	6974.910
TOTAL - AFTER REQUIRED RIGHT-OF-WAY DEDICATION		22.743	890724.709
PHASE I		10.538	459032.280
PHASE 1		12.205	531692.429

PROPOSED DENSITY: 1.43 UNITS/ACRE

STREET NAME	CLASS	WIDTH			LENGTH
		R.O.W.	P.V.M.T.	WALKS	
GOLD CAVE LANE	RESIDENTIAL	60.00'	24'	4'	1140.22'

STREET CROSS SECTION: 24' PAVEMENT + 2' SHOULDERS

**LOC Consultants**  
 Civil Structural Environmental Engineers  
 200 East Olive Street, Suite 100  
 Oak, Texas 75081-0200  
 Ph: (972) 486-8888  
 Fax: (972) 486-8889

PHOTOGRAPHIC MYLAR

200500308

# THE PRESERVE AT LOST GOLD CAVE - PHASE I

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, KEITH SCHOENFELT, STONERIDGE JOINT VENTURER, AND CHRISTOPHER R. MILAM, ATTORNEY IN FACT FOR BETTY R. BROWN, STONERIDGE JOINT VENTURER, AS RECORDED IN DOCUMENT NO. 200411987, OWNERS OF FIVE TRACTS OF LAND, THE FIRST TRACT BEING 4.82 AC, SECOND TRACT BEING 5.170 AC, THE THIRD TRACT BEING 3.480 AC, THE FOURTH TRACT BEING 4.550, AND THE FIFTH TRACT BEING 4.940 AC, ALL TRACTS FROM PATTERSON MOORE SURVEY 70, ABSTRACT 560, TRAVIS COUNTY, TEXAS, CONVEYED TO US IN DOCUMENT NO. 2005011590, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID ALL FIVE TRACTS OF LAND INTO A TOTAL IN SUM TO 22.907 AC, IN ACCORDANCE WITH THE ATTACHED PLAT, TO BE KNOWN AS:

## THE PRESERVE AT LOST GOLD CAVE

SAID SUBDIVISION HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS THEREFORE CREATED AND NOT RELEASED.

WITNESS MY HAND, THIS 16th DAY OF July, 2005 A.D.

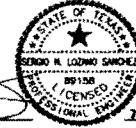
KEITH SCHOENFELT, STONERIDGE JOINT VENTURER  
1715 CAPITAL OF TEXAS HIGHWAY, SUITE 200  
AUSTIN, TEXAS 78746  
(512) 328-2893

CHRISTOPHER R. MILAM, ATTORNEY IN FACT FOR BETTY R. BROWN, STONERIDGE JOINT VENTURER,  
AS RECORDED IN DOCUMENT NO. 200411987,  
1715 CAPITAL OF TEXAS HIGHWAY, SUITE 200  
AUSTIN, TEXAS 78746  
(512) 328-2893

### ENGINEER'S CERTIFICATION:

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #1845300205E AND #1845300205E, TRAVIS COUNTY, TEXAS, DATED 5/16/1993, COMMUNITY # 481026.

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS; THAT I REVIEWED THE PLAT SUBMITTED HERewith; THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF; AND THAT SAID PLAT COMPLES WITH CHAPTER 25 AS AMENDED OF THE AUSTIN CITY CODE OF 1981 AND ALL OTHER APPLICABLE CODES AND ORDINANCES. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.



SRGIO N. LOZANO-SANCHEZ, P.E.  
REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS - NO. 89158  
LOC CONSULTANTS, LLP  
1000 E. CESAR CHAVEZ ST., SUITE 100  
AUSTIN, TEXAS 78702

STATE OF TEXAS  
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16th DAY OF July, 2005 A.D., BY KEITH SCHOENFELT.

KEITH SCHOENFELT  
1715 CAPITAL OF TEXAS HIGHWAY, SUITE 200  
AUSTIN, TEXAS 78746  
(512) 328-2893

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16th DAY OF July, 2005 A.D., BY CHRISTOPHER R. MILAM.

CHRISTOPHER R. MILAM  
1715 CAPITAL OF TEXAS HIGHWAY, SUITE 200  
AUSTIN, TEXAS 78746  
(512) 328-2893

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS 16th DAY OF July, 2005 A.D.

JOE PANTALON  
WATERSHED PROTECTION AND DEVELOPMENT REVIEW

### CITY OF AUSTIN ON-SITE SEWAGE FACILITY (OSSF) PLAT NOTES

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL, WHICH HAS BEEN APPROVED BY THE CITY OF AUSTIN, WATER UTILITY, UTILITY DEVELOPMENT SERVICES (UDS) DIVISION.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A CITY OF AUSTIN APPROVED PUBLIC WATER SYSTEM OR INDIVIDUAL WATER WELL. PLEASE REFER TO NOTE #4 OF THE GENERAL NOTES LOCATED ON SHEET 4 OF 4.
- NO CONSTRUCTION MAY BEGON ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE CITY OF AUSTIN, WATER UTILITY, UDS DIVISION.
- ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CURRENT MINIMUM REQUIREMENTS OF THE CHAPTER 25-4 OF THE CODE OF THE CITY OF AUSTIN AT THE TIME OF CONSTRUCTION.
- ALL WATER WELLS IN THE SUBDIVISION MUST BE PROPERLY ABANDONED UPON CONNECTION TO CITY WATER SERVICE.
- ALL RESTRICTIONS ARE ENFORCEABLE BY THE CITY OF AUSTIN, WATER UTILITY, UDS DIVISION.

SRGIO N. LOZANO-SANCHEZ, P.E.  
AUSTIN, COUNTY, UDS DIVISION  
DATE: 7/5/2005

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE 16th DAY OF July, 2005.

BETTY BAKER, CHAIRPERSON  
CLARK HAMMONDE, SECRETARY

STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEALMOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE 16th DAY OF July, 2005, 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 DAILY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 16th DAY OF July, 2005, A.D.

DANA DEBEALMOR, COUNTY CLERK  
DEPUTY



I, DANA DEBEALMOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 16th DAY OF July, 2005, A.D., AT 10:00 O'CLOCK A.M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 200500308, OFFICIAL RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 16th DAY OF July, 2005, A.D.

DANA DEBEALMOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS  
DEPUTY



J. RANEY

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, KEITH SCHOENFELT, STONERIDGE JOINT VENTURER, AND CHRISTOPHER R. MILAM, ATTORNEY IN FACT FOR BETTY R. BROWN, STONERIDGE JOINT VENTURER, AS RECORDED IN DOCUMENT NO. 200411987, OWNERS OF FIVE TRACTS OF LAND, THE FIRST TRACT BEING 4.82 AC, SECOND TRACT BEING 5.170 AC, THE THIRD TRACT BEING 3.480 AC, THE FOURTH TRACT BEING 4.550, AND THE FIFTH TRACT BEING 4.940 AC, ALL TRACTS COMBINED EQUAL IN SUM TO 22.907 AC FROM PATTERSON MOORE SURVEY 70, ABSTRACT 560, TRAVIS COUNTY, TEXAS, CONVEYED TO US IN DOCUMENT NO. 2005011590, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID FIVE TRACTS OF LAND, IN ACCORDANCE WITH THE ATTACHED PLAT, TO BE KNOWN AS:

## THE PRESERVE AT LOST GOLD CAVE - PHASE I

SAID SUBDIVISION HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE CREATED AND NOT RELEASED.

PHOTOGRAPHIC MYLAR

200500308

# THE PRESERVE AT LOST GOLD CAVE - PHASE I

## GENERAL NOTES:

1. ALL STREETS IN THE SUBDIVISION WILL BE CONSTRUCTED USING CITY OF AUSTIN ALTERNATE URBAN STANDARDS.
2. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENT AUTHORITIES.
3. THIS PROJECT IS LOCATED IN THE EAMES CREEK WATERSHED, CLASSIFIED AS WATER SUPPLY SUBURBAN, AND IS LOCATED OVER THE EDWARD'S AQUIFER RECHARGE ZONE.
4. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO AN APPROVED INDIVIDUAL ON-SITE WELL OR IF CITY OF AUSTIN APPROVED A PUBLIC WATER SYSTEM OWNED BY THE CITY OF AUSTIN. IF THE CITY APPROVES A CONNECTION TO THE CITY WATER SYSTEM, THE LANDOWNER, AT OWN EXPENSE, WILL BE RESPONSIBLE FOR PROVIDING THE WATER UTILITY EASEMENTS, OFFSITE MAIN EXTENSION, AND SYSTEM UPGRADES. THE WATER SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY DESIGN CRITERIA. THE CITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY. THE LANDOWNER MUST PAY THE ASSOCIATED CITY FEES.
5. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION, SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND THE STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS, SUBMITTED TO THE CITY OF AUSTIN WATER AND WASTEWATER DEPARTMENT AND THE T.C.E.Q. FOR REVIEW AND APPROVAL.
6. PUBLIC UTILITY CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDERLYING LOTS BY PONDING OR OTHER APPROVED METHODS.
7. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET (150') TO THE EDGE OF PAVEMENT OF ANY INTERSECTING ARTERIAL STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET (50') TO THE EDGE OF PAVEMENT OF ANY INTERSECTING LOCAL OR COLLECTOR STREET.
8. AT THE TIME OF RECORDING THIS INSTRUMENT, DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS, COMING WITH INSTRUMENT 25-4-232 OF THE LAND DEVELOPMENT CODE, SHALL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
9. PUBLIC SIDEWALKS, BUILT TO THE CITY OF AUSTIN STANDARD, SHALL BE REQUIRED ALONG BOTH SIDES OF THE STREETS INTERNAL TO THE SUBDIVISION. THE DOTTED LINE ON THE FACE OF THE PLAT, THESE SIDEWALKS SHALL BE REQUIRED IN PLACE PRIOR TO THE LOTS BEING OCCUPIED. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BY THE CITY OF AUSTIN. CITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY SHALL BE MAINTAINED.
10. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND REMOVE TREES AND OTHER VEGETATION OR OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP 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.
11. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE EGRESS TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE IN COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
12. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN 10 FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
13. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
14. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS, EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR TRAVIS COUNTY.
15. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
16. PARKLAND REQUIREMENTS FOR STONERIDGE PRELIMINARY PLAN:  
18 LOTS X 2.8 PERSONS/LOT X 5.0/1,000 = 0.224 ACRES.
17. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.
18. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT. THIS INCLUDES SINGLE-FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LDC SECTION 25-8-181 & 184, AND THE ENVIRONMENTAL CRITERIA MANUAL.
19. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO LDC SECTION 25-8-211.
20. MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE, SHALL BE ACCORDING TO CITY OF AUSTIN STANDARDS.
21. LOTS 8, 9, 10, AND 11 ARE RESTRICTED TO HAVE ACCESS TO STONERIDGE TERRACE ONLY.
22. THE PROPERTY SHOWN HEREIN IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA ACCORDING TO MAP PANEL 48453C02085E JUNE 16, 1193, OF THE FLOOD INSURANCE RATE MAP FOR THE CITY OF AUSTIN.
23. WATERSHED STATUS - THIS PROJECT SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN CONFORMANCE WITH THE SAME TERMS AND CONDITIONS OF THE CITY LAND DEVELOPMENT CODE AS OF THE PROJECT APPLICATION FEE.

24. THIS SUBDIVISION WILL HAVE THE ELECTRIC SERVICE PROVIDED BY AUSTIN ENERGY.
25. THIS SUBDIVISION WILL HAVE THE PHONE SERVICE PROVIDED BY SBC.
26. THIS SUBDIVISION WILL HAVE THE WATER SERVICE PROVIDED BY THE CITY OF AUSTIN.
27. THIS SUBDIVISION WILL HAVE THE GAS SERVICE PROVIDED BY TEXAS GAS SERVICE.
28. FOR A MINIMUM TRAVEL DISTANCE OF 25' FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.
29. 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 PLAT VARIATION OR REPLACING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
30. ALL STREETS, DRAINAGE, SIDEWALKS, EROSION CONTROLS, AND WATER AND WASTEWATER LINES ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
31. NO STRUCTURE SHALL BE OCCUPIED UNTIL THE WATER QUALITY CONTROL AND DETENTION FACILITY HAVE BEEN CONSTRUCTED, INSPECTED, AND ACCEPTED BY THE CITY OF AUSTIN.
32. THE FOLLOWING LOTS MAY HAVE SLOPES GREATER THAN 15%. LOTS 7, 8, 10, AND 11. CONSTRUCTION ON THESE LOTS SHALL COMPLY WITH LDC, SECTIONS 23-2-302(B), REGARDING CONSTRUCTION ON SLOPES.
33. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
34. THE LANDOWNER IS RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING THE WATER SYSTEM IMPROVEMENTS, OFFSITE MAIN EXTENSION, AND SYSTEM UPGRADES.
35. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS, PURSUANT TO THE TERMS OF A SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED FEBRUARY 10, 2011. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE THE SEPARATE INSTRUMENT RECORDED IN BOOK 200500308 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS/ WILLIAMSON COUNTY, TEXAS.
36. LOT 17, THE LOT THAT CONTAINS LOST GOLD CAVE, WILL BE MAINTAINED BY THE OWNER OF LOT 17 IN ACCORDANCE TO THE CITY OF AUSTIN AND TRAVIS COUNTY STANDARDS FOR LOT MAINTENANCE.
37. THE PRESERVE AT LOST GOLD CAVE HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF THE WATER QUALITY CONTROL AND DETENTION POND FEATURES PER RESTRICTIVE COVENANT RECORDED IN DOCUMENT 200521884.
38. RESIDENTIAL LOTS IN THIS SUBDIVISION SHALL BE LIMITED TO 22.05% IMPERVIOUS COVER OF THE LOT GROSS SITE AREA. SEE THE FACE OF THE PLAT FOR EXACT IMPERVIOUS COVER LIMITATIONS FOR INDIVIDUAL LOTS.

## TRAVIS COUNTY PLAT NOTES

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 OTHER PUBLIC IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL LIABILITY TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) SHALL POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS.

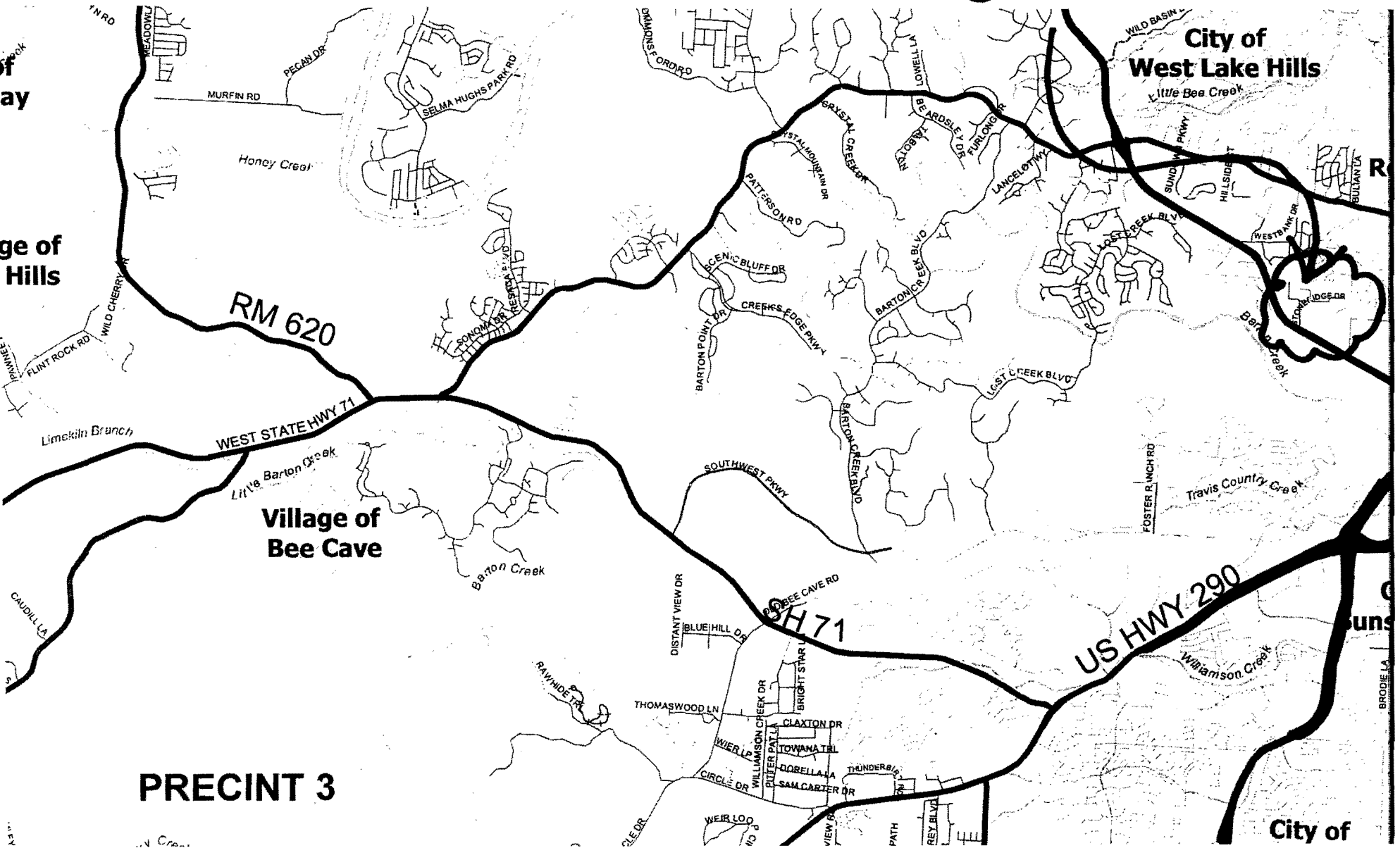
THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION OF THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE BEING PERFORMED TO COUNTY STANDARDS.

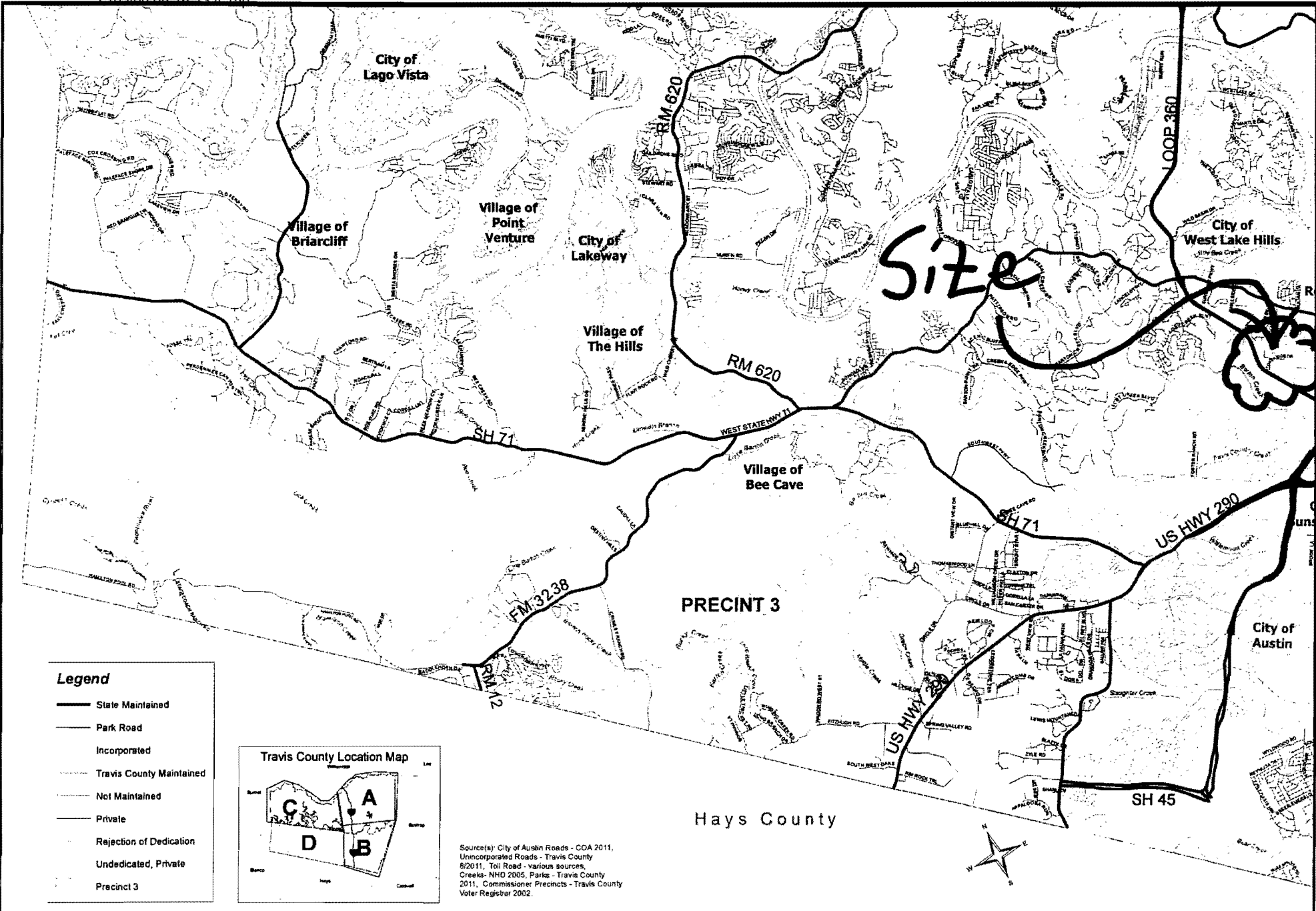
THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS,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

PHOTOCOPIED COPY

**LOC Consultants**  
 Civil Structural Environmental Engineers  
 1800 East Cesar Chavez, Suite 140 P.O. Box 888  
 Austin, Texas 78768-0888 Tel: (512) 452-8888  
 Fax: (512) 452-8887

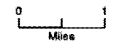
# Site





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

# Travis County Roadways, Map D



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



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

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

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

AVB

**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 34 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 34 Block A, \$720.00, 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 5	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

RECEIVED

APR 26 2013

TNR

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 720,000 ADDRESS: 22109 Rock Wren RD.

SUBDIVISION: West Cypress Hills  
LOT: 34 BLOCK: A SECT.: 4A

DATE OF POSTING:

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

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this 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 that 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.



**RECEIVED**  
APR 26 2013  
**TNR**

Cash Security Agreement - Sidewalks  
Page 2

**DEVELOPER/BUILDER**

**COMPANY NAME & ADDRESS**

BY: Amy Brooks - Agent

Highland Homes Ltd. - Austin

PRINT: Amy Brooks

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

TITLE: Office Administrator

Austin, Texas 78727

PHONE: 512-834-8429 x108

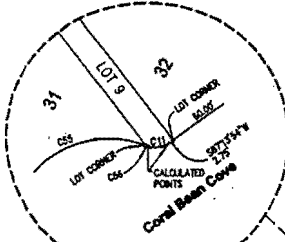
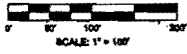
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

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

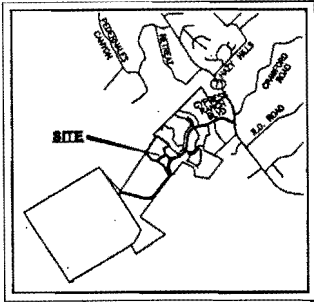
\_\_\_\_\_  
Date

CITY OF AUSTIN LAND INFORMATION SERVICES  
ADDRESSED BY SMC DATE 11/22/11  
GRID W530 PLAT # 14034  
ADDRESS QUESTIONS, CALL 512-498-2797

20110110



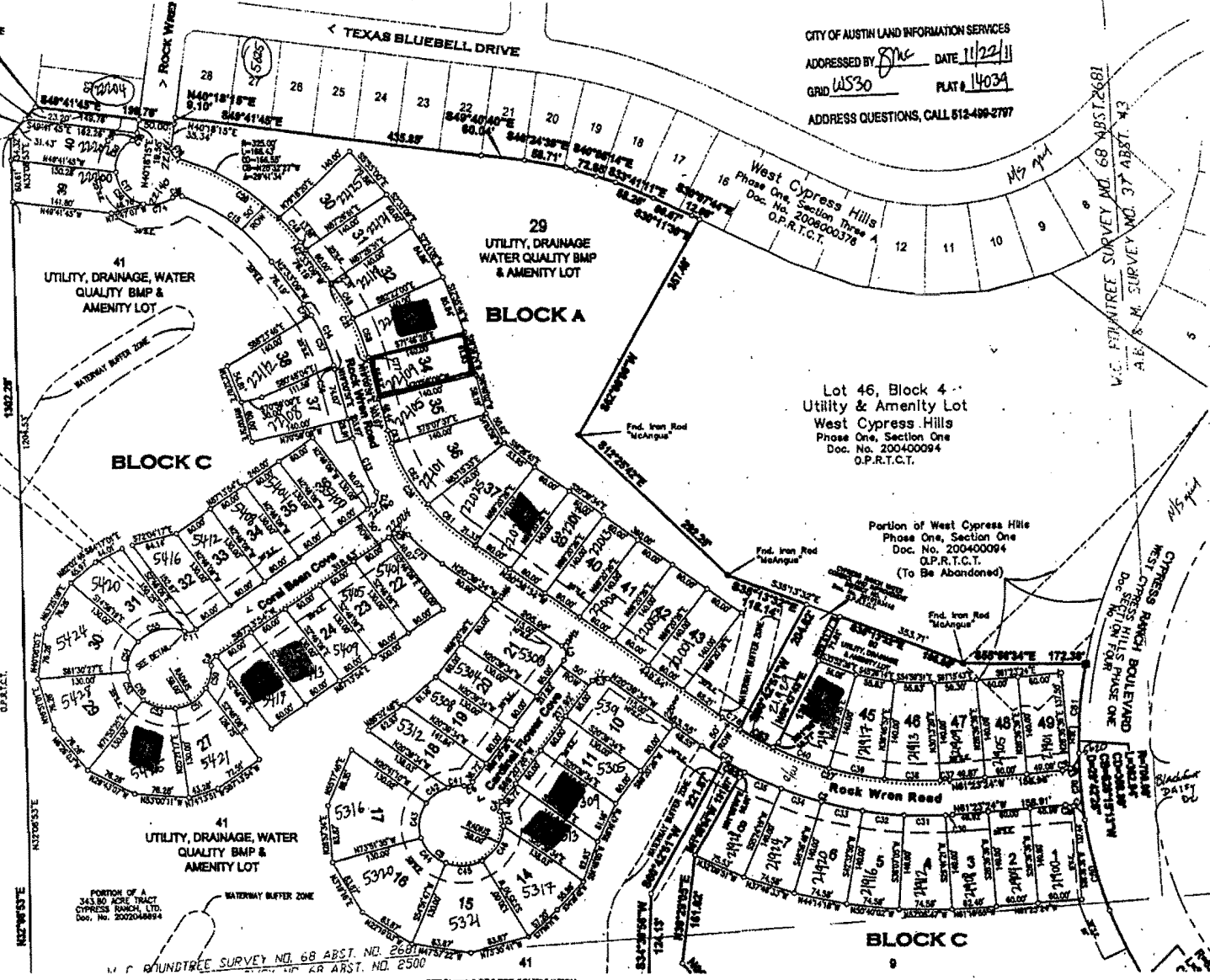
DETAIL



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
- 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:	MARCH, 2011
SURVEYOR:	PAUL C. SAUPE, RPLS# 2918
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1108
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD
PLOT DATE:	

WEST CYPRESS HILLS  
PHASE ONE, SECTION 4A

SHEET 2  
OF  
3





## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

**Prepared By:** Donald W. Ward **Phone #:** 854-9317

**Division Director/Manager:** Donald W. Ward *DWW*

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action to approve an Interlocal Agreement with the City of Jonestown, Texas, for purposes of roadway, right-of-way and sign maintenance within the jurisdiction of the City of Jonestown, Texas.

**BACKGROUND/SUMMARY OF REQUEST:**

Travis County has been requested to provide roadway, right-of-way and sign maintenance within the jurisdiction of the City of Jonestown, Texas. The City of Jonestown will fund all costs plus ten percent (10%) associated with any type of work provided by TNR Road Maintenance or TNR's contractor.

**STAFF RECOMMENDATIONS:**

Recommend approval.

**ISSUES AND OPPORTUNITIES:**

none

**FISCAL IMPACT AND SOURCE OF FUNDING:**

none

**ATTACHMENTS/EXHIBITS:**

Interlocal Agreement Document

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Julie Joe	Asst. County Attorney	County Attorney's Office	854-9515
Eddie Jones	Roadway Manager	TNR	854-9383
Carol Joseph	Assistant Director TNR	TNR	854-9418

**CC:**


: :  
**0101 - Administrative -**

ORIGINAL

INTERLOCAL AGREEMENT BETWEEN  
TRAVIS COUNTY  
AND THE CITY OF JONESTOWN  
FOR STREET MAINTENANCE

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

This Agreement made and entered into by the City of Jonestown, an incorporated City of the State of Texas, hereinafter referred to as the "City" and Travis County, a political subdivision of the State of Texas, hereinafter referred to as the "County," each acting by and through its duly elected officials (collectively, the "Parties").

WITNESSETH:

WHEREAS, the City has the duty and authority to maintain and repair the streets or roadways located within its corporate boundaries and is desirous of obtaining repairs, maintenance and improvement of certain streets or portions thereof along with services involving traffic signalization and identification of drainage issues that may impact the City's streets and roadways;

WHEREAS, Travis County may expend funds for maintenance or repair of city streets and has the ability to perform the services desired and needed by the City;

WHEREAS, the City and Travis County have determined that it would be in the best interest of the citizens of the City and Travis County for Travis County to perform the improvements on behalf of the City by using either the County's staff or the County's contractors; and

WHEREAS, Travis County and the City intend to conform this Agreement in all respects with Texas Government Code Chapter 791, more commonly known as "The Interlocal Cooperation Act;"

NOW, THEREFORE, it is mutually agreed as follows:

## SECTION I.

### TERM OF AGREEMENT

The term of this Agreement commences on the date when the authorized signers for Travis County and the City have both signed the Agreement. The Agreement shall continue in full force and effect until the 30th day of September, 2013, unless earlier terminated by thirty (30) days' written notice from either party to the other. Thereafter, this Agreement shall be automatically renewed on October 1 of each year for successive one-year terms unless the City or Travis County provides thirty (30) days' written notice to the other that an amendment or termination is necessary.

## SECTION II

### AREA OF RESPONSIBILITY

- A. The Parties agree that the City may request that the County perform the following services on behalf of the City within the corporate limits of the City and within those geographical areas over which the City has the legal responsibility to maintain streets and roadways:
- (1) the repair and maintenance of roadways as selected by the City or portions thereof located within the City to be included in Travis County's annual Hot Mix Asphalt Concrete ("HMAC") Program, routine street maintenance, street sign replacement, roadway striping, and other roadway/pavement repairs as requested by the City;
  - (2) identification of drainage issues that may need to be addressed in connection with the roadways or streets; and
  - (3) traffic signalization warrant studies, planning and drafting of traffic control system designs, evaluation of the performance of traffic signals; and construction and installation of traffic lights.
- B. Attached hereto and incorporated herein for all purposes as Exhibit "A" is the current map of the City's streets and roadways together with all streets and roadways that are the responsibility of the City. Should the City's corporate boundaries change, the City will provide the County a new

Exhibit "A" to reflect the new boundaries, and upon the receipt of the new Exhibit "A" by the County, this Agreement will be automatically amended to replace the existing Exhibit "A" with the new Exhibit "A" without further action of the Parties. .

- C. The City has the duty and authority to maintain and repair the streets or roadways depicted in Exhibit "A."
- D. This Agreement does not govern the construction of new streets or roads.

### SECTION III CITY REPRESENTATIVES

The City Administrator and his designee are hereby designated as the Agents of the City for the performance of services pursuant to this Agreement. The City authorizes the designated City Agents to request performance of any of the Services as set forth in this Agreement, and any such request will be as binding on the City as fully as if such request or agreement had been made by specific action of a majority of the City's Board of Aldermen.

### SECTION IV TRAVIS COUNTY REPRESENTATIVE

The County Executive of the Travis County Transportation and Natural Resources Department ("TNR") and the TNR Road Maintenance Manager are hereby designated as the Agents of Travis County for the performance of services pursuant to this Agreement.

### SECTION V CITY'S REQUEST FOR SERVICE

The City's Agent may submit a written request to the TNR Road Maintenance Manager to perform one of the services described in Section II.A. with respect to any street or roadway that the City has the legal responsibility to maintain. At the time of making said request, the City's Agent shall specify in detail (1) the nature of the service requested, (2) the extent of the service requested, (3) the selected City street or streets or portions thereof upon which the service is to be performed, (4) any drainage

concerns that, to the extent allowed by state law, must be addressed as part of the requested service, and (5) the time within which City desires the service requested to be commenced and to be completed.

SECTION VI  
AGREEMENT TO PERFORM SERVICE

Upon receipt of a request for service in conformance with Section V hereof, Travis County's Agent shall promptly acknowledge receipt to the City's Agent and submit the request to the Travis County Commissioners Court for consideration in accordance with Section 791.014 of the Government Code. If the Travis County Commissioners Court authorizes the performance of the requested service, Travis County's Agent will cause to be prepared a written work order or schedule setting forth in detail: (1) the nature of the service requested, (2) the extent of the service requested, (3) the City street or streets or portions thereof upon which the service is to be performed, (4) any drainage concerns that must be addressed as part of the requested service, and (5) the time within which the services are to be commenced and to be completed. Travis County is not be obligated to perform any service under this Agreement unless and until the written work order or schedule described in this Section VI has been signed by the City's Agent and returned to the TNR Road Maintenance Manager. The terms of a written work order or schedule signed by the City's Agent control over any oral or prior written request for service.

SECTION VII  
PERFORMANCE OF SERVICE

Upon receipt of a signed work order from the City by Travis County's Agent, as described in Section VI hereof, TNR shall perform the work or solicit bids for the service set forth in such work order or schedule. Such service shall be performed to the same standard and using the same quality of materials as for Travis County roads of similar size, use, and construction. Except when otherwise provided herein, Travis County may furnish all personnel, equipment, and materials necessary, or award a construction contract to a private contractor pursuant to Travis County bidding requirements to



perform the services set forth in each work order. It is expressly understood that work performed pursuant to the Agreement may be performed pursuant to a change order or supplement order from Travis County to a contractor currently under contract with Travis County to perform the type of street repair and maintenance required by the City. Travis County may utilize any interlocal agreements it has in place to perform traffic signal studies.

## SECTION VIII CLOSING STREETS

Should it become necessary, in the sole discretion of Travis County's Agent, to deny public access to any City street or streets or portions thereof during the performance of any service requested pursuant to this Agreement, Travis County's Agent shall so notify the City's Agent in writing. Such written notification may be contained in the written work order or schedule or may be by separate writing and may be submitted at any time during the performance of any services requested hereunder. Upon receipt of such written notice, the City's Board of Aldermen shall promptly act to temporarily close the said City street or streets or portions thereof. Travis County shall have no further obligation for the performance of any services hereunder unless and until said City street or streets or portions thereof are closed to the public. In the event any such closure results in the denial of public access by any third party to private property, the City, at its sole cost and expense, shall provide such alternative public access as may be required by law. Travis County shall have no obligation to provide alternative public access in the event of any such closure.

## SECTION IX NO WARRANTIES

Travis County agrees to use reasonable efforts to perform services pursuant to this Agreement so as to deliver improvements to the City at the same standard of quality which Travis County would provide for its own roads. HOWEVER, NEITHER THE AGREEMENT TO PERFORM NOR THE PERFORMANCE OF ANY SERVICE PURSUANT TO THIS AGREEMENT OR ANY WRITTEN WORK ORDER PROVIDED

FOR IN THIS AGREEMENT SHALL CREATE OR CONSTITUTE ANY WARRANTY THAT SUCH WORK IS PERFORMED IN A GOOD AND WORKMANLIKE MANNER, THAT SUCH WORK IS FIT FOR ITS INTENDED PURPOSE, OR ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. Notwithstanding the foregoing, all warranties, express and implied, including but not limited to warranties that work is performed in a good and workmanlike manner and that such work is fit for all its intended purpose which are given by any third-party contractor to Travis County regarding work performed pursuant to this Agreement shall survive, and Travis County hereby assigns to the City, without warranty, Travis County's rights under any express or implied warranty given by a third-party contractor to Travis County regarding work performed for the City pursuant to this Agreement. Travis County further agrees to cooperate with the City, at the City's cost in enforcing any warranty or seeking recovery for breach thereof given by a third-party contractor to Travis County regarding work performed for the City pursuant to this Agreement.

## SECTION X PAYMENT

A. For the services herein agreed to be performed, the City shall pay Travis County as follows:

- (1) If the County solicits to perform the requested service, the City will pay the County the contract award price plus 10% of the contract award price as an administrative charge;
- (2) For any traffic signal construction, installation, signalization warrant studies, planning and drafting of traffic control system design and acts incidental to installation of traffic control signals that the County performs for the City under an interlocal agreement between Travis County and another political subdivision, the City shall pay to Travis County the price established pursuant to such interlocal agreement plus an administrative charge comprised of 10% of the price established pursuant to that interlocal agreement.
- (3) If the County uses its own personnel and equipment to perform the requested service, the City will pay the County the actual cost to the County for all

personnel employed in the performance of the maintenance or repair, the actual cost to the County of all materials incorporated into the maintenance or repair, and the actual cost to the County for the use of equipment, plus 10% of the total actual costs to the County as an administrative charge.

(a) The actual cost of personnel for each County employee performing services under this Agreement is the actual hourly wage paid by the County to each employee plus all "fringe benefits" ordinarily paid by the County to such person at the time the work is performed, including but not limited to insurance and retirement, on the day of performance, multiplied by the number of hours elapsing from the time a County employee is dispatched to the job site hereunder until his return to his customary job station or other work site, provided, however, that any fractional portion of an hour during the time elapsed shall be counted as a full hour for purposes of calculating the time elapsed and provided further that in no event shall the calculation of time elapsed include any period of time during which or for which Travis County is not obligated to pay the employee.

(b) The actual cost of materials is the price per unit of materials set forth in the most recent contract of Travis County TNR for the acquisition of such materials, multiplied by the total units of materials or measurable fractional portions thereof actually incorporated into or expanded during the performance of services pursuant to this Agreement.

(c) The City shall pay the County the hourly rates set forth in the work order for each hour of operation of the equipment used by the County in the performance of Services pursuant to this Agreement; provided, however, that any fractional portion of an hour of operation shall be treated as a full hour for purposes of calculating the charge for equipment.

B. The City agrees to place into an interest bearing account with Travis County, within 30 days of the City's approval of the contract or work order, the estimated cost of construction of the work. If the actual construction costs and approved change orders exceed the amount in escrow, then the City shall supplement the escrow with the amount required to meet the actual costs. In the event the amount paid into escrow is more than

the actual cost, then the excess amount will be returned to the City. All interest accrued in the escrow account will be paid by Travis County to the City, less any fees or charges accrued for the holding of the funds in an interest bearing account.

C. Upon the completion of the service detailed in each contract or work order, Travis County will send to the City a statement showing the amount of compensation due it for performance of the services pursuant to such work order. The amount of compensation on each statement shall be due in full within 30 days after the date of the statement. The City shall pay for services with current revenues available to the City. Payments not timely made shall include an interest charge for every month past due. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

## SECTION XI CLAIMS

Travis County and the City are not liable or responsible for any claims or damages of any kind for injury to or death of any person or persons, for damage to or loss of property arising out of or attributed directly or indirectly to operations or performance of any service provided by the other. The foregoing sentence shall not serve as a release of liability of Travis County or a relinquishment of any right of the City arising out of (1) the assignment of the Travis County to the City of any third-party warranty or (2) Travis County's agreement provided in Section IX to assign third party warranty and to cooperate with the City, at the City's expense, in enforcing any warranty or seeking any recovery for breach thereof.

## SECTION XII FORCE MAJEURE

In the event that the performance by either Travis County or any of its contractors or political subdivisions with which the County has interlocal agreements for performing of any of its obligations or undertakings hereunder are interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct,

or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

SECTION XIII  
CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Travis County, Texas and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION XIV  
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. NO OFFICIAL, REPRESENTATIVE, EMPLOYEE, OR AGENT OF TRAVIS COUNTY OR THE CITY HAS ANY AUTHORITY TO MODIFY OR AMEND THIS AGREEMENT EXCEPT PURSUANT TO SPECIFIC AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

SECTION XV  
NON-ASSIGNMENT OF RIGHTS

No assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by either Travis County or the City without the prior written consent of the other.

SECTION XVI

## SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors, successors in office, and assigns of the respective parties hereto.

## SECTION XVII

### NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY:           Honorable Deane Armstrong, Mayor (or her successor in office)  
                  18649 FM 1431, Suite 4A  
                  Jonestown, Texas 78645

COUNTY:       Steven Manilla, P.E., County Executive  
                  Travis County Transportation and Natural Resources Department  
                  P. O. Box 1748  
                  Austin, Texas 78767

With copies to:

The Honorable David Escamilla (or his successor in office)  
County Attorney  
Travis County Commissioner's Court  
P.O. Box 1748  
Austin, Texas 78767

And:

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

And            Ms. Paige Saenz, City Attorney

McKamie Krueger, LP  
223 West Anderson Lane, Suite A105  
Austin, Texas 78732

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section XVII.

#### SECTION XVIII COMPUTATION OF TIME

When any period of time is referred to in this Agreement or in any work order or schedule prepared and executed hereunder, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a day made a legal holiday by the County or the City, such days shall be omitted from the computation.

#### SECTION XIX HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

#### SECTION XX NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall be deemed to include the others.

#### SECTION XXI MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under the Agreement, the parties agree to use a mutually agreed upon mediator or someone

appointed by a court of competent jurisdiction for mediation as described in §154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the results of the mediation, the mediation will not constitute the final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing to waive the confidentiality.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TRAVIS COUNTY

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

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

THE CITY OF JONESTOWN

By: Deane Armstrong  
Deane Armstrong, Mayor

Date: 4-11-2013



# Item 8



## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

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

**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 Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a Cash Security Agreement with Gehan Homes LTD., for additional sidewalk fiscal for Commons at Rowe Lane Phase IIB, in Precinct One.

**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:**

Gehan Homes LTD., proposes to use this additional Cash Security Agreement, as follows: Commons at Rowe Lane Phase IIB , \$25,000.00, 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 - Commons at Rowe Lane IIB**

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes\_

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 25,000

ADDRESS: \_\_\_\_\_ LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_

SUBDIVISION: Commons of Rowe Lane Section 2B\_

DATE OF POSTING: The 26 Day of April, 2013

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 that 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: Justin Eicher

TITLE: Austin Division President

PHONE: 512.330.9366

COMPANY NAME & ADDRESS

Gehan Homes

3815 S. Capital of TX Hwy, Suite 275

Austin TX 78704

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT:

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date

# FINAL PLAT THE COMMONS AT ROWE LANE PHASE II B

**LAND USE**  
SINGLE FAMILY LOTS- 61  
DRAINAGE EASEMENTS & OPEN SPACE LOTS- 3 (6,232 AC.)  
PUE & BULK LOT- 1 (0.055 AC.)

**CUMULATIVE DENSDY CALCULATIONS**  
TOTAL NUMBER OF RESIDENTIAL UNITS: 61  
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 15,158 AC.

**ACREAGE**  
BLOCK A 0.531 AC.  
BLOCK B 1.441 AC.  
BLOCK C 1.843 AC.  
BLOCK D 4.361 AC.  
BLOCK E 1.982 AC.  
BLOCK F 1.264 AC.  
RIGHT-OF-WAY 20.495 AC.  
TOTAL ACREAGE 20.495 AC.

**BEARING BASIS**  
THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (83) HARN, U.S. SURVEY FEET. THE BEARINGS ARE GRID. THE DISTANCES SHOWN ARE SURFACE DISTANCES. TO OBTAIN GRID USE A COMBINED SCALE FACTOR OF 0.99990001.

**BENCHMARK LIST**  
BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13" LIVE OAK, APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY. ELEV.= 887.87 SURFACE COORDINATES N=10152756.1302 E=3187197.8117  
BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE LP. ELEV.= 885.10 SURFACE COORDINATES N=10154129.0814 E=3186607.0991

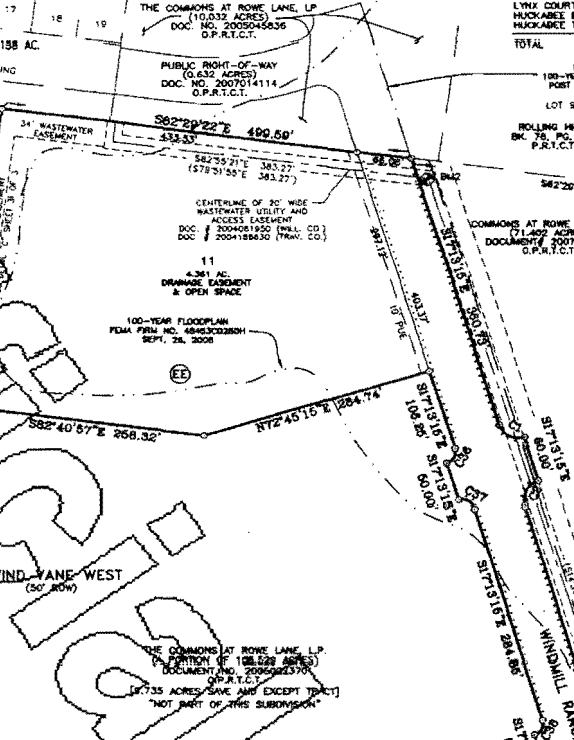
REAGAN CURTIS STEPHENS  
DOC. NO. 2001086318  
O.P.R.T.C.T.

**JACOB CASNER SURVEY  
ABSTRACT NO. 2753**

MARK A DONNELL  
KIMBERLY V. DONNELL  
DOC. NO. 1999029082  
O.P.R.T.C.T.

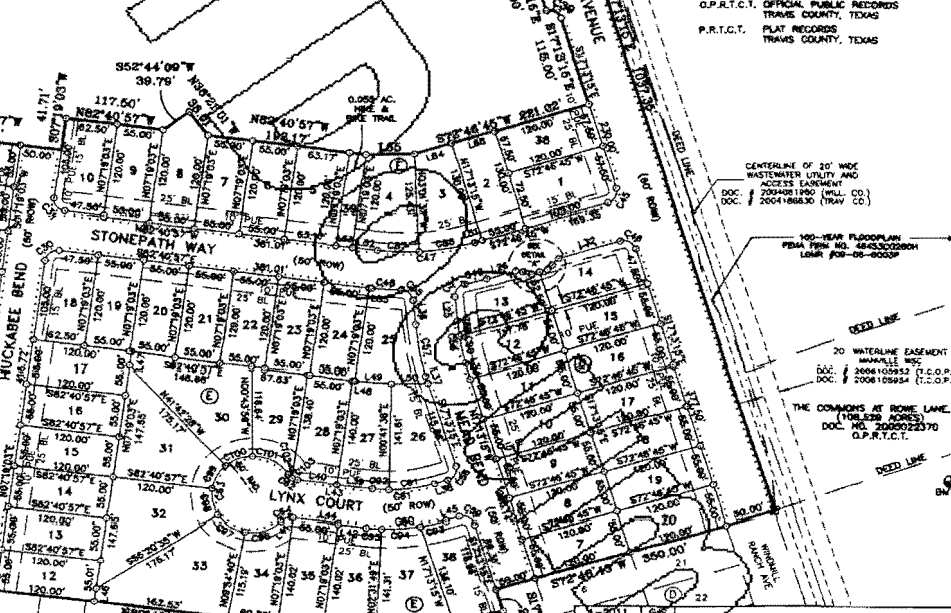
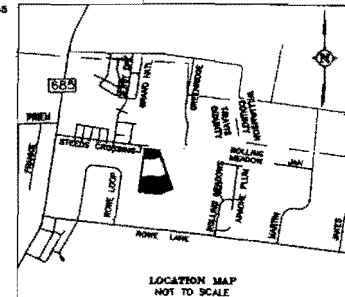
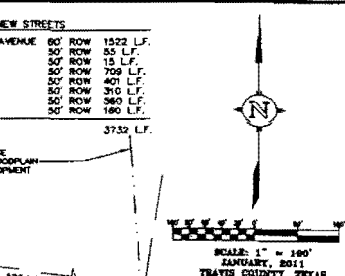
0.187 AC. DRAINAGE EASEMENT, OPEN SPACE & PUE

R.L. MONTGOMERY  
18.543 ACRES  
VOL. 12253, PG. 336  
P.R.T.C.T.



**LINEAR FEET OF NEW STREETS**

WINDMILL RANCH AVENUE	80' ROW	1522' L.F.
WIND YANE WEST	50' ROW	55' L.F.
CHOICE PLACE	50' ROW	13' L.F.
STONEPATH WAY	50' ROW	709' L.F.
HEAD BEND	50' ROW	401' L.F.
LYNX COURT	50' ROW	310' L.F.
HUCKABEE BEND	50' ROW	380' L.F.
HUCKABEE TRAIL	50' ROW	180' L.F.
<b>TOTAL</b>		<b>3732' L.F.</b>



**OWNER/SUBDIVIDER:** THE COMMONS AT ROWE LANE, LP  
2929 WEST 57th STREET, SUITE A  
FORT WORTH, TEXAS 76107  
PHONE: (817)332-9600 FAX: (817)332-1400

**ACREAGE:** 20.446 AC.  
**SURVEY:** JACOB CASNER SURVEY A-2753  
**NUMBER OF BLOCKS:** 6  
**NUMBER OF LOTS:** 65  
**LINEAR FEET OF NEW STREETS:** 3732 L.F.  
**SURVEY DATE:** JULY, 2008  
**SURVEYOR:** ZWA  
ZAMORA, L.L.C.  
1435 SOUTH LOOP 4  
P.O. BOX 1836  
BUENA VISTA, TEXAS 78010  
PHONE: (512)295-6201 FAX: (512)295-6091

**ENGINEER:** GRAY & JANSING & ASSOCIATES, INC.  
8817 Shoal Creek Blvd., Suite 200  
Austin, Texas 78757-7582  
PHONE: (512)452-0371 FAX: (512)454-9933  
TYPE PLAN # 2046

**GRAY & JANSING & ASSOCIATES, INC.**  
Consulting Engineers  
8817 Shoal Creek Blvd., Suite 200  
Austin, Texas 78757-7582  
(512)452-0371 FAX(512)454-9933  
TYPE PLAN # 2046

DATE	BY	REVISIONS

**ZWA**  
Zamora, L.L.C.  
Professional Land Surveyors  
1435 South Loop 4, P.O. Box 1836, Buena Vista, Texas 78010  
Tel: (512) 295-6201 Fax: (512) 295-6091

TECH: WOOD	SURV: GRZ	SHEET
DATE: JULY, 2008	SCALE: 1" = 100'	OF 3
DRAWING FILE: 06-015-11 PHASE 2B REV-SHEET1.DWG		
PROJECT: COMMONS AT ROWE LANE		
JOB NO: 06-015-11		

*Sidewalk Fiscal Required on ALL lots before Permit is issued. (4)*

# Item 9



## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

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

**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 Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a Cash Security Agreement with Gehan Homes LTD., for sidewalk fiscal for Commons at Rowe Lane Phase IIC, in Precinct One.

**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:**

Gehan Homes LTD., proposes to use this Cash Security Agreement, as follows: Commons at Rowe Lane Phase IIC , \$40,521.24, 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 - Commons at Rowe Lane IIC**

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes, LTD

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 40,521.<sup>24</sup>

ADDRESS: S/W ADA Compli CRL LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_

SUBDIVISION: Commons at Rowe Sec 2C

DATE OF POSTING: The 26 Day of April, 2013

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 that 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

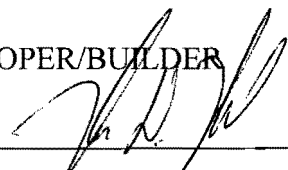
DEVELOPER/BUILDER

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

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

  
Mike Manell  
Purchasing Coordinator  
512 330-9366

COMPANY NAME & ADDRESS

Gehan Homes, LTD  
3815 S. Capital of Texas Hwy Suite 275  
Austin, TX 78704

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

Date

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

\_\_\_\_\_  
Date

201300017

# FINAL PLAT THE COMMONS AT ROWE LANE PHASE II C

THE COMMONS AT ROWE LANE, LP  
110.532 ACRES  
DOC. NO. 2005048330  
O.P.R.T.C.T.

LINEAR FEET OF NEW STREETS

WIND YANKEE WEST CHOICE PLACE	50' ROW	392 L.F.
HUCKABEE BEND	50' ROW	448 L.F.
<b>TOTAL</b>		<b>1360 L.F.</b>

LAND USE  
SINGLE FAMILY LOTS - 48  
HIKE & BIKE LOTS - 1 (0.007 AC.)

CUMULATIVE DENSITY CALCULATIONS  
TOTAL NUMBER OF RESIDENTIAL UNITS: 48  
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 9.868 AC.

AGREEMENT  
BLOCK DD 1.232 AC.  
BLOCK DE 1.843 AC.  
BLOCK F 2.200 AC.  
BLOCK G 2.530 AC.  
BLOCK H 2.830 AC.  
TOTAL AGREEMENT 12.735 AC.

JACOB CASNER SURVEY  
ABSTRACT NO. 2783

PEACOCK CURTIS STEPHENS  
7.85 ACRES  
DOC. NO. 2010183115  
O.P.R.T.C.T.

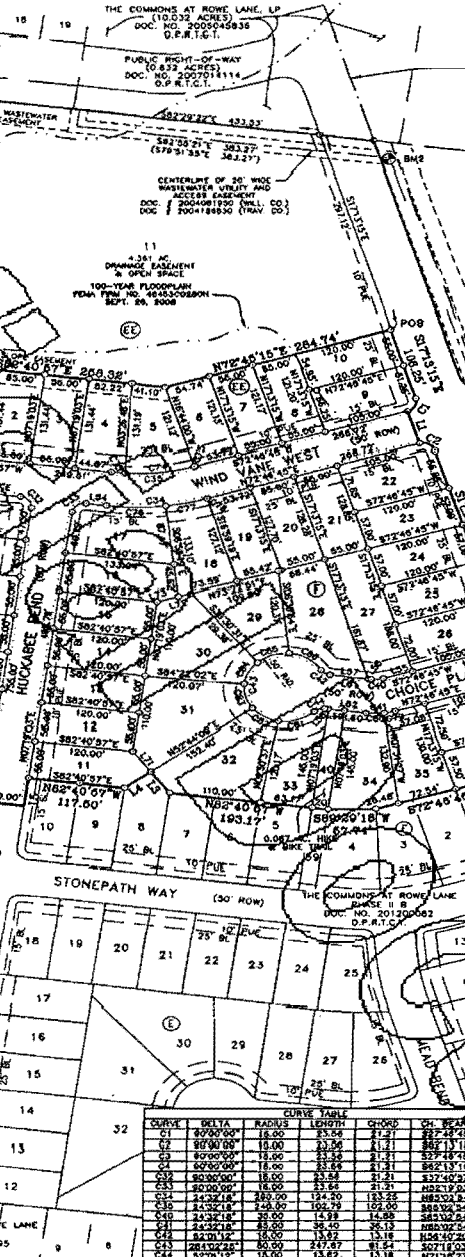
MARK A. DONNELL  
NIMBERLY V. DONNELL  
5.21 ACRES  
DOC. NO. 1999020282  
O.P.R.T.C.T.

R. L. MONTGOMERY  
3.043 ACRES  
VOL. 1223, P. 338  
H.P.R.T.C.T.

THE COMMONS AT ROWE LANE, LP  
108.529 ACRES  
DOC. NO. 2005022370  
O.P.R.T.C.T.

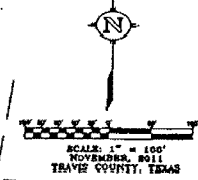
THE COMMONS AT ROWE LANE, LP  
108.529 ACRES  
DOC. NO. 2005022370  
O.P.R.T.C.T.

THE COMMONS AT ROWE LANE, LP  
108.529 ACRES  
DOC. NO. 2005022370  
O.P.R.T.C.T.



ULTIMATE 100-YEAR FLOODPLAIN  
POST DEVELOPMENT  
(LOW FLOOD PLAIN)  
LOT 9  
ROLLING HILLS  
SR. 70 P. 277  
P.R.T.C.T.

THE COMMONS AT ROWE LANE, LP  
PARCEL:  
(82.808 ACRES)  
DOC. NO. 2007050445  
O.P.R.T.C.T.



- LEGEND**
- 1/2" IRON ROD FOUND
  - 1/2" IRON ROD WITH CAP SET
  - CONCRETE MONUMENT SET
  - ⊙ BENCHMARK
  - SIDEWALK
  - RIGHT-OF-WAY
  - BUILDING SETBACK LINE
  - PUBLIC UTILITY EASEMENT
  - POINT OF BEGINNING
  - POINT OF COMMENCEMENT
  - ⊙ BLOCK LETTER
  - R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
  - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
  - P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

- BENCHMARK LIST**
- BM#1: COTTON SPINDLE SET IN THE SOUTHWEST CORNER OF A 1" LIVE OAK APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY. ELEV. = 507.87
  - BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE LP. ELEV. = 505.10

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	CH. POINT	CH. BEARING
C1	89°00'00"	18.00	23.56	41.31	86°11'15"E
C2	89°00'00"	18.00	23.56	41.31	87°18'45"W
C3	89°00'00"	18.00	23.56	41.31	86°21'15"E
C4	89°00'00"	18.00	23.56	41.31	87°24'45"W
C5	89°00'00"	18.00	23.56	41.31	86°27'15"E
C6	89°00'00"	18.00	23.56	41.31	87°30'45"W
C7	89°00'00"	18.00	23.56	41.31	86°33'15"E
C8	89°00'00"	18.00	23.56	41.31	87°36'45"W
C9	89°00'00"	18.00	23.56	41.31	86°39'15"E
C10	89°00'00"	18.00	23.56	41.31	87°42'45"W
C11	89°00'00"	18.00	23.56	41.31	86°45'15"E
C12	89°00'00"	18.00	23.56	41.31	87°48'45"W
C13	89°00'00"	18.00	23.56	41.31	86°51'15"E
C14	89°00'00"	18.00	23.56	41.31	87°54'45"W
C15	89°00'00"	18.00	23.56	41.31	86°57'15"E
C16	89°00'00"	18.00	23.56	41.31	87°58'45"W
C17	89°00'00"	18.00	23.56	41.31	87°01'15"E
C18	89°00'00"	18.00	23.56	41.31	88°04'45"W
C19	89°00'00"	18.00	23.56	41.31	87°07'15"E
C20	89°00'00"	18.00	23.56	41.31	88°10'45"W
C21	89°00'00"	18.00	23.56	41.31	87°13'15"E
C22	89°00'00"	18.00	23.56	41.31	88°16'45"W
C23	89°00'00"	18.00	23.56	41.31	87°19'15"E
C24	89°00'00"	18.00	23.56	41.31	88°22'45"W
C25	89°00'00"	18.00	23.56	41.31	87°25'15"E
C26	89°00'00"	18.00	23.56	41.31	88°28'45"W
C27	89°00'00"	18.00	23.56	41.31	87°31'15"E
C28	89°00'00"	18.00	23.56	41.31	88°34'45"W
C29	89°00'00"	18.00	23.56	41.31	87°37'15"E
C30	89°00'00"	18.00	23.56	41.31	88°40'45"W
C31	89°00'00"	18.00	23.56	41.31	87°43'15"E
C32	89°00'00"	18.00	23.56	41.31	88°46'45"W
C33	89°00'00"	18.00	23.56	41.31	87°49'15"E
C34	89°00'00"	18.00	23.56	41.31	88°52'45"W
C35	89°00'00"	18.00	23.56	41.31	87°55'15"E
C36	89°00'00"	18.00	23.56	41.31	88°58'45"W
C37	89°00'00"	18.00	23.56	41.31	87°58'15"E
C38	89°00'00"	18.00	23.56	41.31	89°01'45"W
C39	89°00'00"	18.00	23.56	41.31	88°04'15"E
C40	89°00'00"	18.00	23.56	41.31	89°07'45"W
C41	89°00'00"	18.00	23.56	41.31	88°10'15"E
C42	89°00'00"	18.00	23.56	41.31	89°13'45"W
C43	89°00'00"	18.00	23.56	41.31	88°16'15"E
C44	89°00'00"	18.00	23.56	41.31	89°19'45"W
C45	89°00'00"	18.00	23.56	41.31	88°22'15"E
C46	89°00'00"	18.00	23.56	41.31	89°25'45"W
C47	89°00'00"	18.00	23.56	41.31	88°28'15"E
C48	89°00'00"	18.00	23.56	41.31	89°31'45"W
C49	89°00'00"	18.00	23.56	41.31	88°34'15"E
C50	89°00'00"	18.00	23.56	41.31	89°37'45"W
C51	89°00'00"	18.00	23.56	41.31	88°40'15"E
C52	89°00'00"	18.00	23.56	41.31	89°43'45"W
C53	89°00'00"	18.00	23.56	41.31	88°46'15"E
C54	89°00'00"	18.00	23.56	41.31	89°49'45"W
C55	89°00'00"	18.00	23.56	41.31	88°52'15"E
C56	89°00'00"	18.00	23.56	41.31	89°55'45"W
C57	89°00'00"	18.00	23.56	41.31	88°58'15"E
C58	89°00'00"	18.00	23.56	41.31	89°58'45"W
C59	89°00'00"	18.00	23.56	41.31	89°01'15"E
C60	89°00'00"	18.00	23.56	41.31	89°58'45"W

DATE BY	REVISIONS

**ZWA**  
ZANDRA, L.L.C.  
Professional Land Surveyors  
1406 South Loop, P.O. Box 1099, Austin, Texas 78763  
Tel (512) 224-4201 • Fax (512) 224-2001

TECH: SEGURA      SURV: GRZ  
DATE: NOVEMBER, 2011      SCALE: 1" = 100'  
DRAWING FILE: 11-1002-13 CARL B-C.DWG      SHEET 2  
PROJECT: COMMONS @ ROWE LANE  
JOB NO: 11-1002-13

**OWNER/SUBDIVIDER:** THE COMMONS AT ROWE LANE, LP  
2925 WEST 5TH STREET, SUITE A  
FORT WORTH, TEXAS 76107  
PHONE: (817)332-9800 FAX: (817)332-1400

**AGREEMENT:** 9.735 AC.  
**SURVEY:** JACOB CASNER SURVEY A-2783

**NUMBER OF BLOCKS:** 3  
**NUMBER OF LOTS:** 48  
**LINEAR FEET OF NEW STREETS:** 1360 L.F.

**DATE:** APRIL, 2010  
**SURVEYOR:** ZANDRA, L.L.C. (ZWA)  
1435 SOUTH LOOP 4  
GRAY, TEXAS 76810  
PHONE: (817)332-4201 FAX: (512)205-8091

**ENGINEER:** GRAY & ASSOCIATES, INC.  
8217 SIGNAL CREEK BLVD., SUITE 200  
AUSTIN, TEXAS 78757-7292  
PHONE: (512)462-0371 FAX: (512)454-9933  
TXPE FIRM NO. 2946

**GRAY & ASSOCIATES, INC.**  
Consulting Engineers  
8217 Signal Creek Blvd., Suite 200  
Austin, Texas 78757-7292  
(512)462-0371 FAX(512)454-9933  
TXPE FIRM # 2946



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

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

**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 Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a Cash Security Agreement with Gehan Homes LTD., for additional sidewalk fiscal for Commons at Rowe Lane IIIA, in Precinct One.

**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:**

Gehan Homes LTD., proposes to use this additional Cash Security Agreement, as follows: Section IIIA , \$7,500.00, 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 - Commons at Rowe Lane IIIA**

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes\_

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 7500.00

ADDRESS: \_\_\_\_\_ LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_

SUBDIVISION: Commons of Rowe Lane Section 3A\_

DATE OF POSTING: The 26 Day of April, 2013

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 that the amount it would cost the County to complete the work if it becomes necessary.

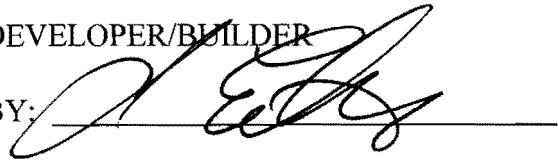
Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing 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: Justin Eicher \_\_\_\_\_

TITLE: Austin Division President \_\_\_\_\_

PHONE: 512.330.9366 \_\_\_\_\_

COMPANY NAME & ADDRESS

Gehan Homes

3815 S. Capital of TX Hwy, Suite 275

Austin TX 78704

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

Date

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

\_\_\_\_\_  
Date

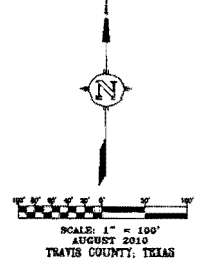
FINAL PLAT THE COMMONS AT ROWE LANE PHASE III-A

Highland Homes Side walk Fiscal O=Received Fiscal

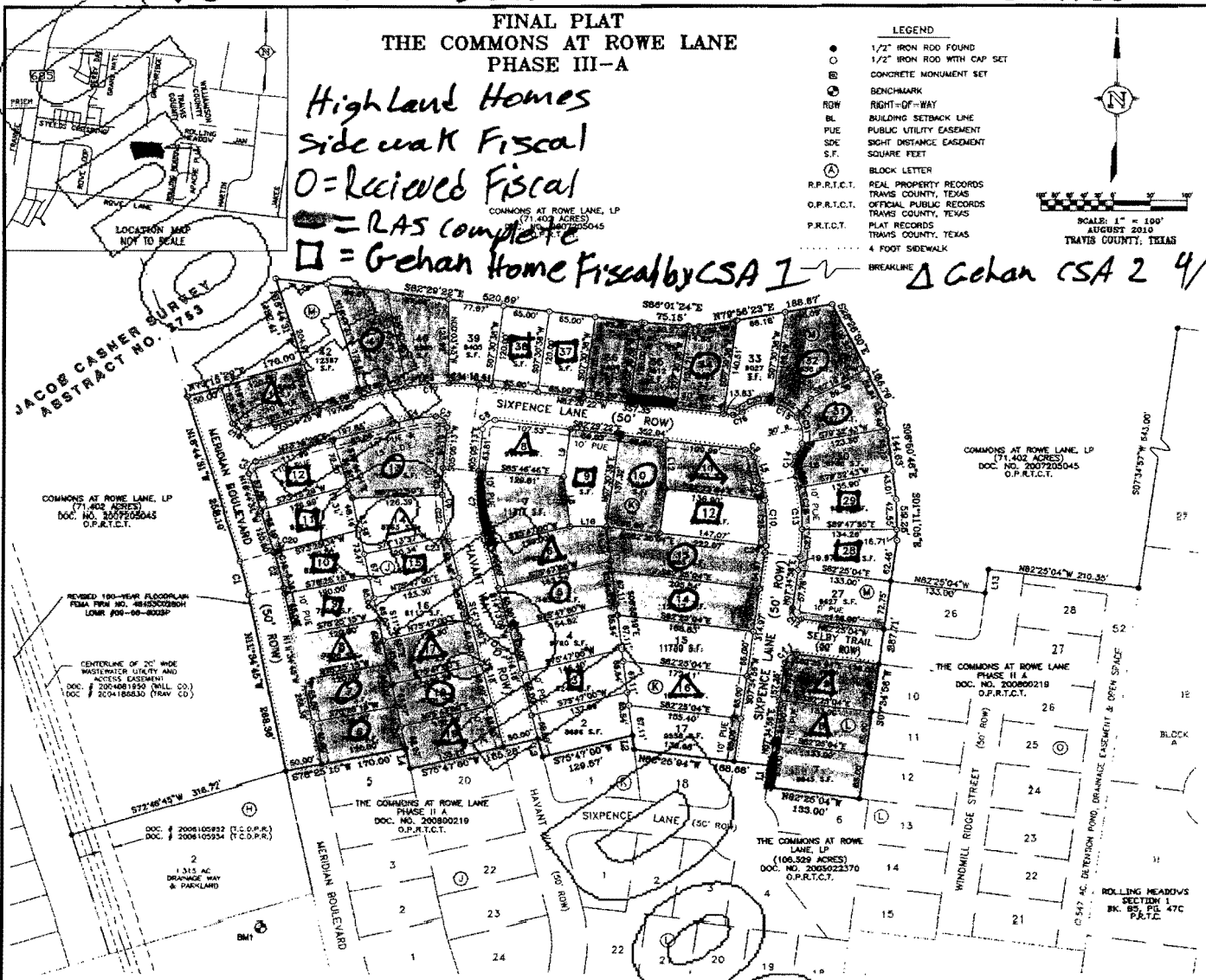
= RAS complete = Gehan Home Fiscal by CSA 1

LEGEND

- 1/2" IRON ROD FOUND
1/2" IRON ROD WITH CAP SET
CONCRETE MONUMENT SET
BENCHMARK
RIGHT-OF-WAY
BUILDING SETBACK LINE
PUBLIC UTILITY EASEMENT
SIGHT DISTANCE EASEMENT
SQUARE FEET
BLOCK LETTER
R.P.R.T.C.T.
O.P.R.T.C.T.
P.R.T.C.T.
4 FOOT SIDEWALK
BREAKLINE



Delta Gehan CSA 2 4/30/13



JACOB CASNER SURVEY ABSTRACT NO. 2753

COMMONS AT ROWE LANE LP (71.402 ACRES) DOC. NO. 2007205045 O.P.R.T.C.T.
REVISD 100-YEAR FLOODPLAIN FROM FIRM NO. 48630D020H LANE 200-08-0022P
CENTERLINE OF 20' WIDE WASTEWATER (16" DIA) AND ACCESS EASEMENT DOC. # 200481939 (WILL CO.) DOC. # 2004188330 (TRAV CO.)

LINE TABLE with columns: LINE, BEARING, LENGTH, LEGEND

ACREAGE table listing Block J, K, L, M, N, Right-of-Way, and Total Acreage (13.771 AC).

LINEAR FEET OF NEW STREETS table listing Sixpence Lane, Havant Way, Selby Trail, Meridian Boulevard, and Total (2440 LF).

THE COMMONS AT ROWE LANE, PHASE III-A

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
ACREAGE: 13.771 AC
SURVEY: JACOB CASNER SURVEY A-2753
NUMBER OF BLOCKS: 4
NUMBER OF LOTS: 30
LINEAR FEET OF NEW STREETS: 2440 LF
DATE: AUGUST, 2010
SURVEYOR: ZAMORA, L.L.C. (ZNA)

Table with columns: CURVE, LENGTH, BEARING, DISTANCE, CHORD BEARING, CHORD

LAND USE: SINGLE FAMILY LOTS- 50
SARABATIVE DENSITY SINGLEFAMILY: 50
TOTAL NUMBER OF RESIDENTIAL UNITS: 50
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 13.771 AC.

BENCHMARK LIST
BM#1: COTTON SPINDLE SET IN THE SOUTHWEST CORNER OF A 13' LINE OAK, APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARWAY.
BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE LIP.

Table with columns: DATE, BY, REVISIONS

ZWA Zamora, L.L.C. Professional Land Surveyors logo and contact information.

GRAY + JANSING & ASSOCIATES, INC. Consulting Engineers contact information.

TECH: GLF SURV: 012
DATE: AUGUST, 2010 SCALE: 1" = 100'
DRAWING FILE: 10-1001-13 PHASE 3A.DWG
PROJECT: COMMONS @ ROWE LANE
JOB NO.: 10-1001-13 (08-015-14)

SHEET 1 of 2



## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

**Prepared By:** Sue Welch **Phone #:** 854-7637

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

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on the following item: Revised Preliminary Plan for Villages of Hidden Lake (1285 single family lots, 2 commercial lots, 8 drainage facilities lots, 1 recreation center lot, 3 lots for parkland, and 18 open space lots along Hidden Lakes Drive located within the 2-mile ETJ of Pflugerville) in Precinct One.

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

The revised preliminary plan now consists of a total 1285 single family lots; 2 lots for commercial development, 8 lots for drainage facilities, 1 recreation center lot, 3 lots for parkland, and 18 lots for open space. Water and wastewater is provided by the City of Pflugerville.

The applicant is proposing a revision to the Villages of Hidden Lake Preliminary Plan. The revision includes adding a phasing line between Phases 6B-2 and 6B-3, and revising the lot layout for two blocks in Phase 6B-2. In Phase 6B-2, open space was removed and incorporated into the adjacent single family lots. Parkland for the development has been provided with an agreement with the City of Pflugerville, and the open space lots were not necessary. The total amount of parkland required is 12.85 acres, and the amount of parkland previously dedicated was 13.24 acres. The provided parkland is within close proximity to the affected residential blocks.

The revision of the preliminary plan was approved by the City of Pflugerville, Travis County staff and the Pflugerville's Zoning and Planning Commission at their meeting on April 1, 2013. It also have been reviewed and approved by the Travis County Emergency Services District #2.

### **STAFF RECOMMENDATIONS:**

As this request complies with all county standards and has been approved by the City of Pflugerville, TNR staff recommends approval.



**ISSUES AND OPPORTUNITIES:**

At this time, staff has not received any inquires from adjacent owners.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Revised Preliminary Plan
- Existing Preliminary Plan
- Location Map
- Precinct Map

**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

**CC:**


**SM:AB:sw**

**1101 - Development Services - Development Services - Revised Preliminary Plan for Villages of Hidden Lakes**

# Proposed

## REVISED PRELIMINARY PLAN ONLY - NOT FOR RECORDATION FOR VILLAGES OF HIDDEN LAKE

**OWNER/DEVELOPER:**  
Buffington Vahl SA 6A 88, Ltd.  
Buffington Land Management, LLC, its General Partner  
3800 Capital of Texas Hwy  
Building B, Suite 170  
Austin, Texas 78746  
Phone: (512) 732-2825  
Contact: Chris Fields

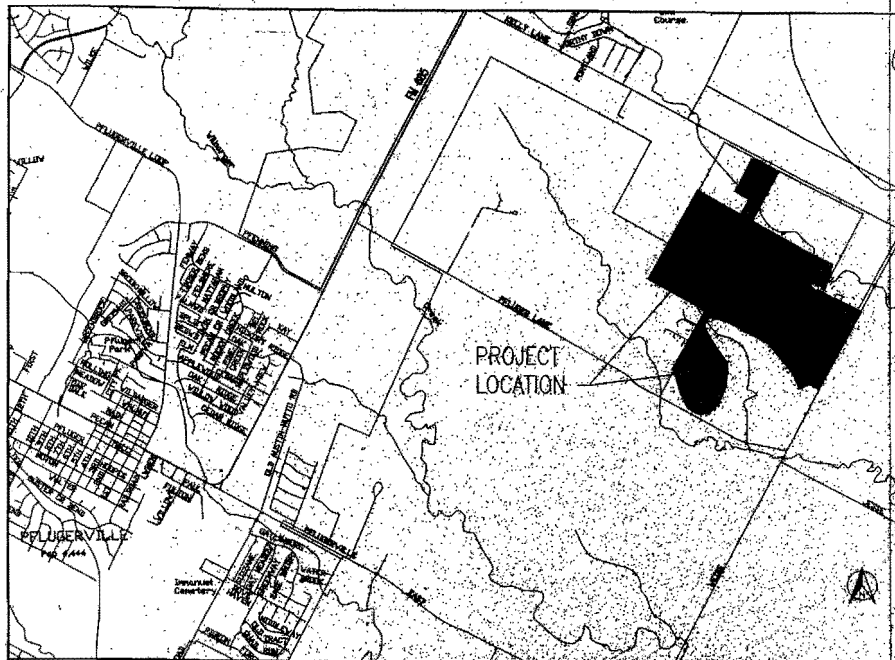
**SURVEYOR:**  
Diamond Surveying, INC.  
1915 Austin Ave, Suite 111  
Georgetown, Texas 78626  
Phone: (512) 931-3100  
Contact: SHANE SHAFER, RPLS

**LEGAL DESCRIPTION:**  
A 374.287 Acres of land more or less out of the George M. Martin Survey, No. 9, Abstract No. 529, and the Edward Flitt Survey No. 11 in Travis County, Texas. See sheet 25 for Metes and Bounds description.

VILLAGES OF HIDDEN LAKE PHASE 08 APPROXIMATELY 28.74 ACRES OUT OF ORIGINAL 974.19 ACRES VILLAGES OF HIDDEN LAKE PRELIMINARY PLAN

THIS PROJECT IS LOCATED WITHIN THE CITY OF PFLUGERVILLE

THIS PROJECT IS GOVERNED UNDER THE PFLUGERVILLE EAST LAND DEVELOPMENT AGREEMENT



**SHEET INDEX**

NO.	TITLE
1	COVER SHEET
2	PHASING PLAN
3	PRELIMINARY PLAN
4	PRELIMINARY PLAN
5	PRELIMINARY PLAN
6	PRELIMINARY PLAN
7	WATER & WASTEWATER LAYOUT
8	WATER & WASTEWATER LAYOUT
9	WATER & WASTEWATER LAYOUT
10	WATER & WASTEWATER LAYOUT
11	WATER & WASTEWATER LAYOUT
12	WATER & WASTEWATER LAYOUT
13	DRAINAGE LAYOUT & EROSION CONTROLS
13A	DRAINAGE LAYOUT & EROSION CONTROLS
13B	DRAINAGE LAYOUT & EROSION CONTROLS
14	DRAINAGE LAYOUT & EROSION CONTROLS
15	DRAINAGE LAYOUT & EROSION CONTROLS
16	DRAINAGE LAYOUT & EROSION CONTROLS
17	DRAINAGE LAYOUT & EROSION CONTROLS
18	DRAINAGE LAYOUT & EROSION CONTROLS
19	DRAINAGE CALCULATIONS
20	CITY OF PFLUGERVILLE STANDARD WATER DETAILS
21	CITY OF PFLUGERVILLE STANDARD WASTEWATER DETAILS
22	CITY OF PFLUGERVILLE STANDARD STREET DETAILS
23	BOUNDARY SHEET
24	BOUNDARY SHEET
25	BOUNDARY SHEET

VILLAGES OF HIDDEN LAKE PHASE 08 (REVISION)

- COVER SHEET
- PHASING PLAN
- PRELIMINARY PLAN
- WATER & WASTEWATER LAYOUT
- DRAINAGE LAYOUT

OPEN SPACE ON BLOCKS TT AND UU REMOVED AND INCORPORATED INTO ADJACENT SINGLE-FAMILY LOTS. REMOVED OPEN SPACE WAS NOT REASSIGNED PER LAND DEVELOPMENT AGREEMENT.

TRAVIS COUNTY REVISION #3 BEING OPEN SPACE ON BLOCKS TT & UU REVISION INCLUDES SHEETS 1-5 OF THIS PROJECT, TRAVIS COUNTY REVISION #2

CITY OF PFLUGERVILLE TEXAS  
VICINITY MAP  
N.T.S.

**PATE ENGINEERS**  
7801 Capital of Texas Highway  
Suite 220  
Austin, Texas 78731  
TEL: (512) 348-0400  
FAX: (512) 340-0504  
JOB No.: 110400100

DATE OF INITIAL APPROVAL: TRAVIS COUNTY 11/14/02  
CITY OF PFLUGERVILLE 11/14/02  
DATE OF INITIAL SUBMITTAL: AUGUST, 30, 2002

FOR REVISION'S ONLY. (TRAVIS CO. REVISION #3)

**BAKER-AICKLEN & ASSOCIATES, INC.**  
Professional Engineer  
10000 Capital of Texas Highway, Suite 200  
Austin, Texas 78758  
Tel: (512) 348-0400  
Fax: (512) 340-0504

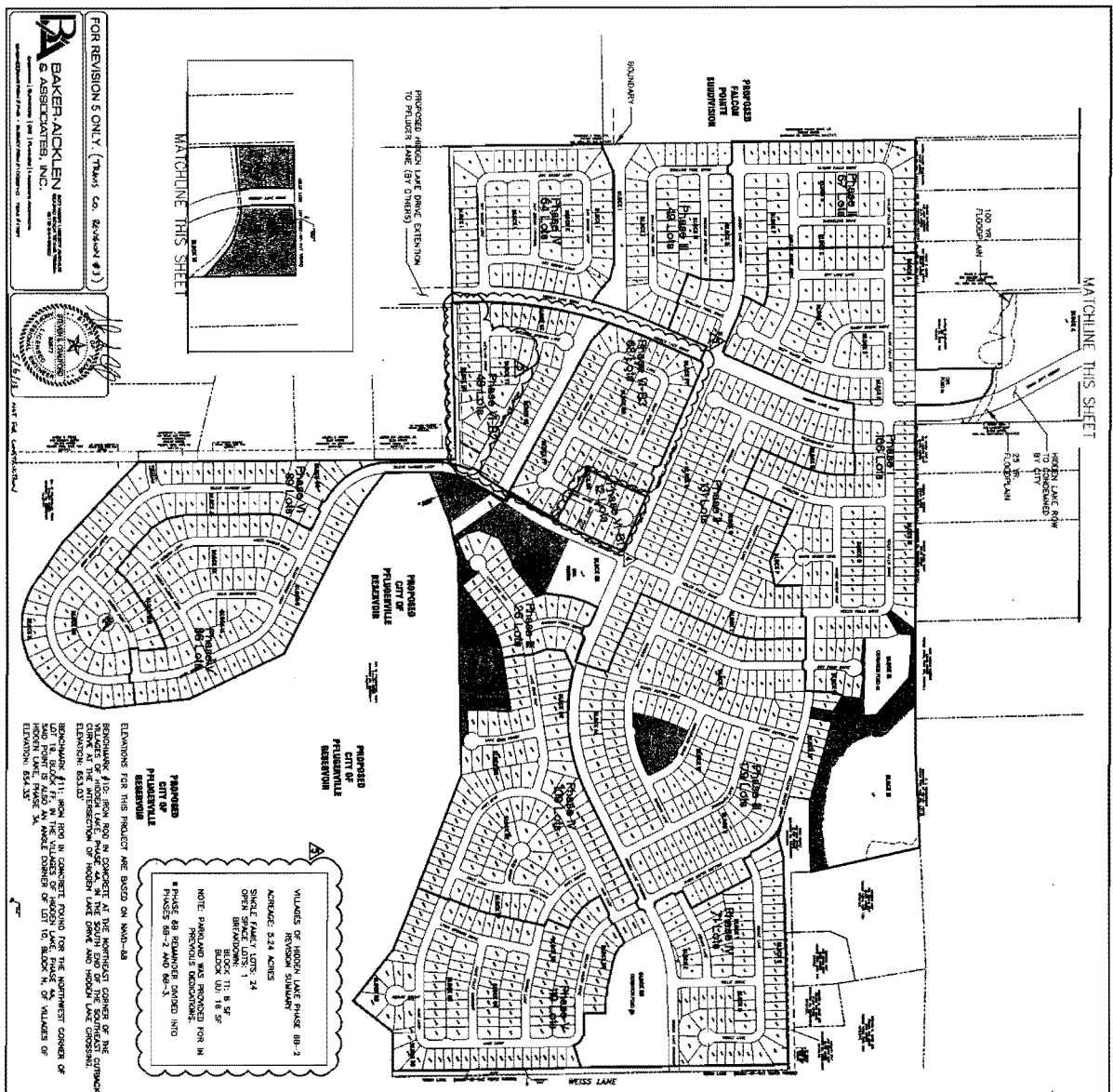


**PATE ENGINEERS**  
10000 CAPITAL OF TEXAS HWY  
SUITE 200  
AUSTIN, TEXAS 78758  
TEL: (512) 348-0400  
FAX: (512) 340-0504

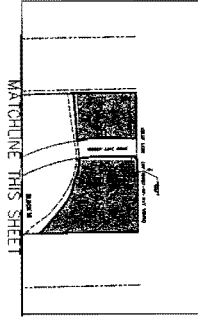
VILLAGES OF HIDDEN LAKE  
COVER SHEET

NO.	DATE	REVISION	APPROVED
1	10-19-02	TRAVIS COUNTY	
2	11-14-02	CITY OF PFLUGERVILLE	
3	08-30-02	TRAVIS COUNTY	
4	08-30-02	TRAVIS COUNTY	
5	08-30-02	TRAVIS COUNTY	

PROJECT NO.: 110400100  
OWNER: N.P.A.  
DESIGNER: PATE ENGINEERS  
DATE: 08-30-02  
SHEET: 1



**FOR REVISION 5 ONLY. (Tasks Co. Bookend #3)**  
**BAKER-MACKLEN & ASSOCIATES, INC.**  
 515613



REVISIONS FOR THIS PROJECT ARE BASED ON: NO. 48  
 REVISIONS OF THIS PROJECT ARE BASED ON: NO. 48  
 REVISIONS OF THIS PROJECT ARE BASED ON: NO. 48

**VILLAGES OF HIDDEN LAKE PHASE BB-2**  
 SINGLE FAMILY LOTS: 24  
 OPEN BROWDER: 11 & 9 SF  
 BLOCK U/I: 18 SF  
 NOTE: PARKING WAS PROVIDED FOR IN PREVIOUS DECISIONS.

**VILLAGES OF HIDDEN LAKE PHASE BB-1**  
 SINGLE FAMILY LOTS: 23  
 OPEN BROWDER: 11 & 9 SF  
 BLOCK U/I: 18 SF  
 NOTE: PARKING WAS PROVIDED FOR IN PREVIOUS DECISIONS.

**VILLAGES OF HIDDEN LAKE PHASE BB-3**  
 SINGLE FAMILY LOTS: 24  
 OPEN BROWDER: 11 & 9 SF  
 BLOCK U/I: 18 SF  
 NOTE: PARKING WAS PROVIDED FOR IN PREVIOUS DECISIONS.

**VILLAGES OF HIDDEN LAKE PHASE BB-4**  
 SINGLE FAMILY LOTS: 24  
 OPEN BROWDER: 11 & 9 SF  
 BLOCK U/I: 18 SF  
 NOTE: PARKING WAS PROVIDED FOR IN PREVIOUS DECISIONS.

- 1. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, EXCEPT AS APPROVED BY CITY OF PHILADELPHIA AND THOMAS COUNTY.
- 2. PROPERTY OWNER OR HIS/HER ASSIGNED TRAIL, FINANCE FOR AND SHALL NOT PROVIDE ACCESS BY CITY OF PHILADELPHIA AND THOMAS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EXHAUSTER.
- 3. ALL DRAINAGE EXHAUSTERS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
- 4. DEVELOPMENT WHICH EXCEEDS ONE SEWEROUS COVER, WHEN OCCUPIED MUST BE THE TOTAL PROPERTY SHALL CONTROL THE EXHAUSTER(S) AS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE ASSIGNED TOWN OF HIDDEN LAKE SHOWN ON THE PHASE-3 SUBDIVISION, THOMAS COUNTY, TEXAS.
- 5. UNLESS SHOWN OTHERWISE, THE EXHAUSTER(S) SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
- 6. UNLESS SHOWN OTHERWISE, THE EXHAUSTER(S) SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
- 7. UNLESS SHOWN OTHERWISE, THE EXHAUSTER(S) SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
- 8. A THOMAS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

- 1. NON-RESIDENTIAL LOTS INCLUDING LANDSCAPE AND OPEN TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- 2. LANDSCAPE AND OPEN TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- 3. LANDSCAPE AND OPEN TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- 4. LANDSCAPE AND OPEN TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- 5. LANDSCAPE AND OPEN TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- 6. LANDSCAPE AND OPEN TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- 7. LANDSCAPE AND OPEN TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- 8. LANDSCAPE AND OPEN TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

USE	ACRES	LOTS	ORIGINAL INCLUDE
SINGLE FAMILY	3,130	1,283	1,168 LOTS FOR 484
COMMERCIAL	3,37	2 LOTS	119 ACRES FOR 1,168
INDUSTRIAL	3,37	2 LOTS	119 ACRES FOR 1,168
RECREATION	2,14	1 LOT	1 ADDED FOR BB-2
PARKING	1,327	3 LOTS	ADDED FOR BB-2
OPEN SPACE	4,37	18 LOTS	
TOTAL	13,118	1,317	

**LAND USE TABLE**

SCALE: 1" = 300'

LEGEND

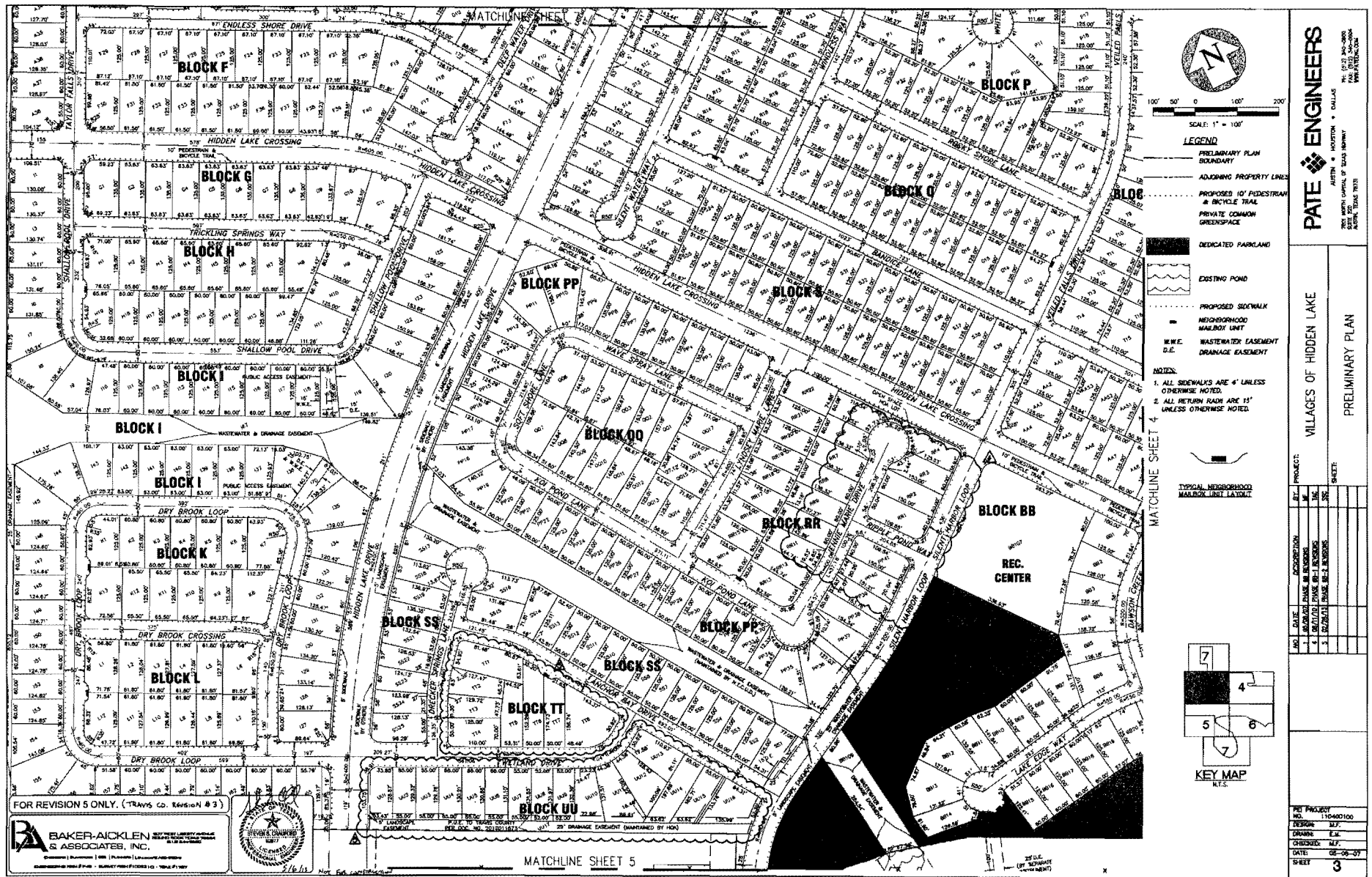
UTILITIES: TELEPHONE, SANITARIUM, BELL, ELECTRIC, GAS, WATER, CABLE, SATELLITE, CITY OF PHILADELPHIA

PHASE 4A: 100' X 100' X 100' X 100'

PHASE 4B: 100' X 100' X 100' X 100'

NO.	DATE	DESCRIPTION	BY	PROJECT:
1	05/26/13	PHASE 4B REVISION	HE	VILLAGES OF HIDDEN LAKE
2	08/14/13	PHASE 4B-2 REVISIONS	SS	
3	08/28/13	PHASE 4B-2 REVISIONS	SS	

SHEET: 2



**PATE ENGINEERS**  
ARCHITECTS & ENGINEERS  
200 WEST CENTRAL EXPRESSWAY  
SUITE 100  
DALLAS, TEXAS 75201  
TEL: (214) 343-3300  
FAX: (214) 343-3300  
WWW.PATEENR.COM

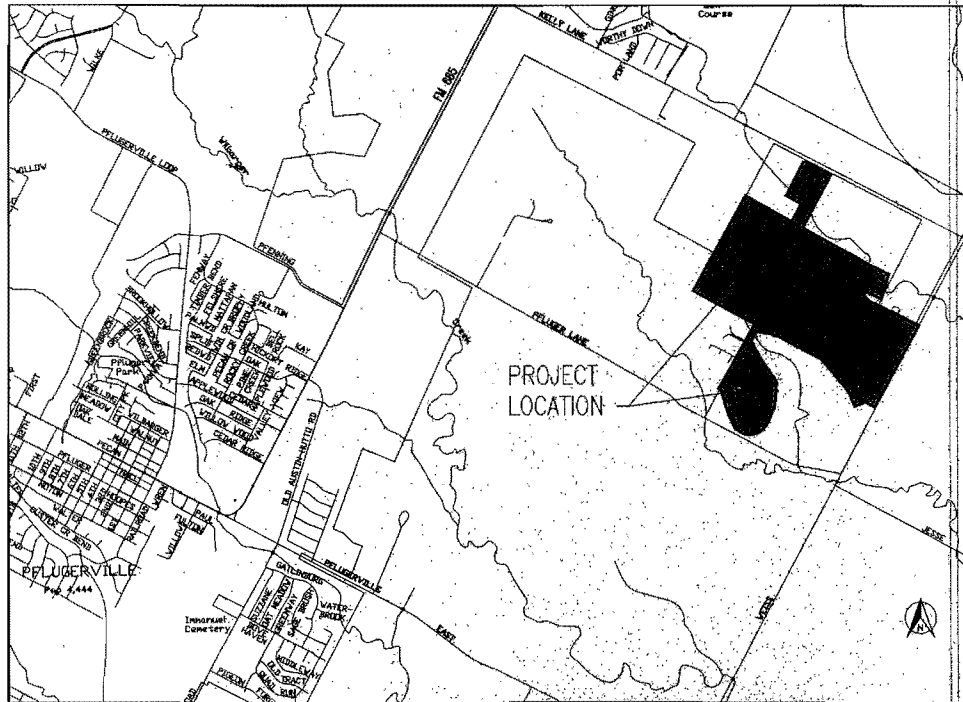
VILLAGES OF HIDDEN LAKE  
PRELIMINARY PLAN

NO.	DATE	DESCRIPTION
1	05/16/13	PRELIMINARY PLAN
2	05/16/13	REVISIONS
3	05/16/13	REVISIONS
4	05/16/13	REVISIONS
5	05/16/13	REVISIONS

**NET PROJECT NO.:** 110402100  
**DESIGN:** M.F.  
**DRAWN:** E.K.  
**CHECKED:** M.F.  
**DATE:** 05-28-07  
**SHEET:** 3

EXISTING

REVISED PRELIMINARY PLAN ONLY - NOT FOR RECORDATION  
FOR  
VILLAGES OF HIDDEN LAKE



CITY OF PFLUGERVILLE TEXAS  
VICINITY MAP  
N.T.S.

**OWNER/DEVELOPER:**  
Buffington Vohl SA 6A 6B, Ltd.  
Buffington Land Management, LLC, its General Partner  
3600 Capital of Texas Hwy  
Building B, Suite 170  
Austin, Texas 78748  
Phone: (512) 732-2825  
Contact: Chris Fields

**SURVEYOR:**  
Diamond Surveying, INC.  
1915 Austin Ave., Suite 111  
Georgetown, Texas 78626  
Phone: (512) 931-3100  
Contact: SHANE SHAFER, RPLS

**LEGAL DESCRIPTION:**  
A .374,287 Acres of land more or less  
out of the George M. Martin Survey,  
No. 9, Abstract No. 529, and the  
Edward Flint Survey No. 11  
in Travis County, Texas.  
See sheet 25 for Metes and Bounds  
description.

VILLAGES OF HIDDEN LAKE PHASE 6B  
APPROXIMATELY 28.46 ACRES OUT  
OF ORIGINAL 374.19 ACRES VILLAGES  
OF HIDDEN LAKE PRESUMINARY PLAN

\* THIS PROJECT IS LOCATED  
WITHIN THE ETJ OF  
THE CITY OF PFLUGERVILLE

\* THIS PROJECT IS GOVERNED  
UNDER THE PFLUGERVILLE EAST  
LAND DEVELOPMENT AGREEMENT

**SHEET INDEX**

NO.	TITLE
1	COVER SHEET
2	PHASING PLAN
3	PRELIMINARY PLAN
4	PRELIMINARY PLAN
5	PRELIMINARY PLAN
6	PRELIMINARY PLAN
7	PRELIMINARY PLAN
8	WATER & WASTEWATER LAYOUT
9	WATER & WASTEWATER LAYOUT
10	WATER & WASTEWATER LAYOUT
11	WATER & WASTEWATER LAYOUT
12	WATER & WASTEWATER LAYOUT
13	DRAINAGE LAYOUT & EROSION CONTROLS
13A	DRAINAGE LAYOUT & EROSION CONTROLS
13B	DRAINAGE LAYOUT & EROSION CONTROLS
14	DRAINAGE LAYOUT & EROSION CONTROLS
15	DRAINAGE LAYOUT & EROSION CONTROLS
16	DRAINAGE LAYOUT & EROSION CONTROLS
17	DRAINAGE LAYOUT & EROSION CONTROLS
18	DRAINAGE CALCULATIONS
19	CITY OF PFLUGERVILLE STANDARD WATER DETAILS
20	CITY OF PFLUGERVILLE STANDARD WASTEWATER DETAILS
21	CITY OF PFLUGERVILLE STANDARD STREET DETAILS
22	CITY OF PFLUGERVILLE STANDARD DRAINAGE DETAILS
23	BOUNDARY SHEET
24	BOUNDARY SHEET
25	BOUNDARY SHEET

VILLAGES OF HIDDEN LAKE PHASE 6B REVISION  
1 COVER SHEET  
2 PHASING PLAN  
3 PRELIMINARY PLAN  
4 WASTEWATER LAYOUT  
5 DRAINAGE LAYOUT

**PATE ENGINEERS**  
7801 Capital Of Texas Highway  
Suite 220  
Austin, Texas 78731  
TEL: (512) 340-0600  
FAX: (512) 340-0604  
JOB NO. #110400100

DATE OF INITIAL APPROVAL: TRAVIS COUNTY 11/14/02  
CITY OF PFLUGERVILLE 12/10/02

DATE OF INITIAL SUBMITTAL: AUGUST, 30 2002

NO.	DATE	REVISION	APPROV.
1	10-15-02	FIRST SUBMITTAL	
2	11-12-02	SECOND SUBMITTAL	
3	5-07-07	PRELIM REVISIONS & AREA	
4	4-24-10	VOHL LB-1 REVISION AREA	

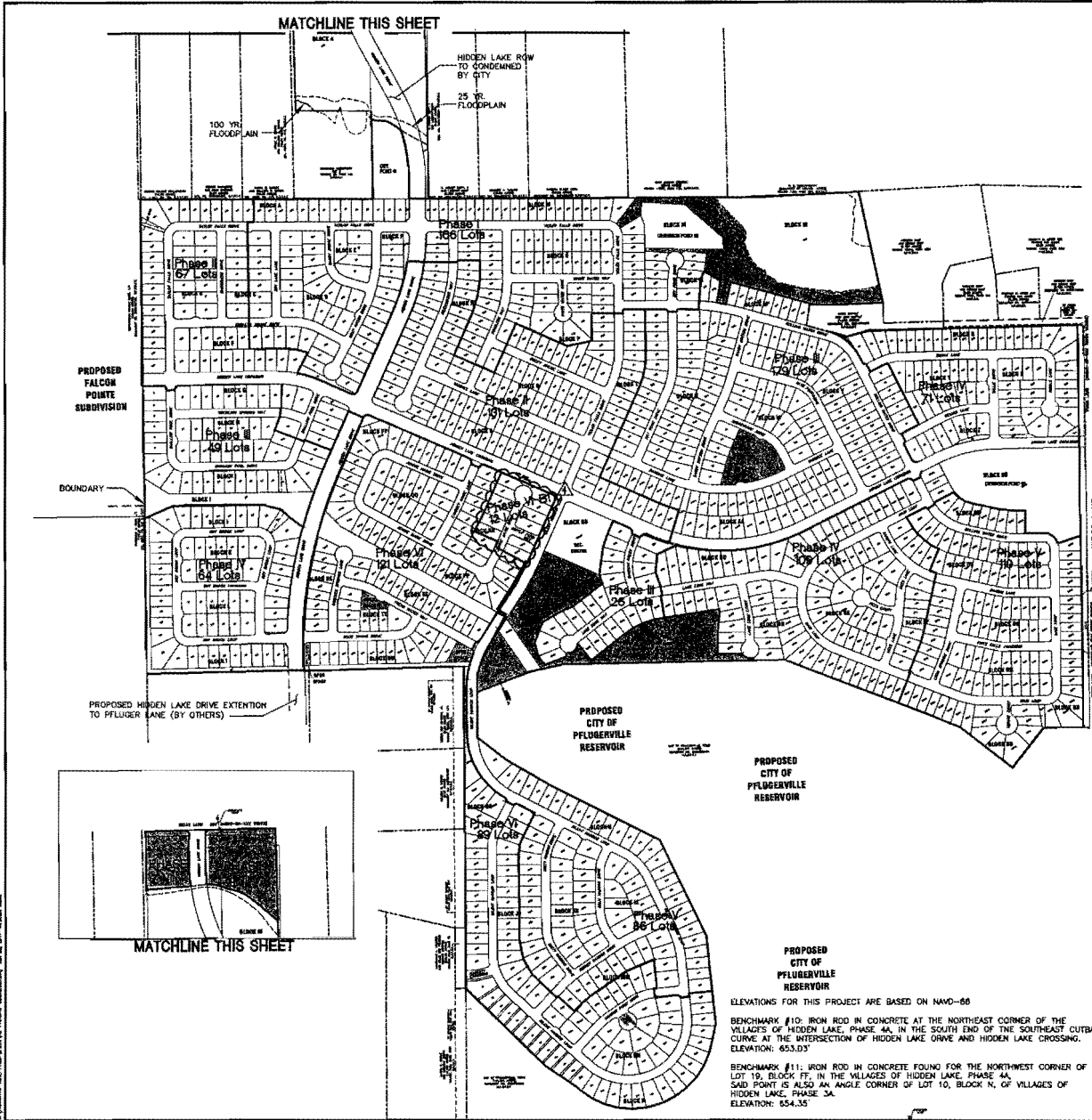
**PATE ENGINEERS**  
1000 WEST CAPITAL OF TEXAS HIGHWAY  
SUITE 200  
AUSTIN, TEXAS 78701  
TEL: (512) 340-0600  
FAX: (512) 340-0604  
P. ENGINEER

VILLAGES OF HIDDEN LAKE  
COVER SHEET

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/15/02	VOHL LB-1 REVISION AREA		
2	11/12/02	SECOND SUBMITTAL		
3	5/7/07	PRELIM REVISIONS & AREA		
4	4/24/10	VOHL LB-1 REVISION AREA		

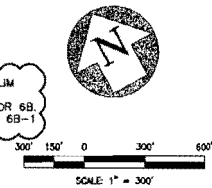


PREPARED BY: [Signature]  
NO. 110400100  
DATE: 11-12-02  
CHECKED: x  
DATE: 11-12-02  
SHEET 1



USE	ACREAGE	LOTS
SINGLE FAMILY	312.50 ACRES	1284 LOTS
TOWN-HOME	28.46 ACRES	2-LETT
COMMERCIAL	5.37 ACRES	2 LOTS
DRAINAGE FACILITIES	38.04 ACRES	6 LOTS
RECREATION CENTER	2.14 ACRES	1 LOT
PARKLAND	13.27 ACRES	3 LOTS
OPEN SPACE	4.06 ACRES	21 LOTS
TOTAL	374.18 ACRES	1318 LOTS

ORIGINAL PRELIM 1156 LOTS.  
119 ADDED FOR 6B.  
9 ADDED FOR 6B-1



- TRAVIS COUNTY DRAINAGE NOTES:**
- NO OBJECTS, INCLUDED BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY CITY OF PFLUGERVILLE AND 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 CITY OF PFLUGERVILLE AND 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.
  - DEVELOPMENT WHICH EXCEEDS 20% IMPERVIOUS COVER, WHEN CALCULATED AGAINST THE TOTAL PROPERTY, SHALL CONTROL THE WATERSHED DRAINAGE.
  - THE 100-YEAR FLOOD PLAN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) AS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP #646302220A, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2006.
  - MINIMUM FINISHED FLOOR ELEVATION FOR ALL AFFECTED STRUCTURES SHALL BE ONE (1) FOOT ABOVE THE ELEVATION OF THE 100-YEAR FLOOD PLAN AS SHOWN HEREON: 630' M.S.L.
  - DRAINAGE FACILITIES WITHIN 15' DRAINAGE EASEMENTS TO BE ENCLOSED CONDUIT.
  - A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

**LEGEND**

- PARK LAND
- PHASE BOUNDARY
- PRELIMINARY PLUV BOUNDARY

**UTILITY PROVIDERS:**

TELEPHONE: SOUTHWESTERN BELL  
ELECTRIC: ONCOR (TX) ONCOR (TX)S  
WATER: CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE  
SEWER: CITY OF PFLUGERVILLE CITY OF PFLUGERVILLE

- GENERAL NOTES:**
- NON-RESIDENTIAL LOTS INCLUDING LANDSCAPE AND GREEN TO BE OWNED & MAINTAINED BY HOME OWNERS ASSOCIATION.
  - PROPOSED MODIFICATIONS TO TOPOGRAPHIC FEATURES CONSIST OF FILLING ONE EXISTING POND, EXCAVATION OF THREE PROPOSED DETENTION PONDS, CHANNEL IMPROVEMENTS RELATED TO THE HIDDEN LAKE DRIVE CULVERT CROSSING, CONSTRUCTION OF A DRAINAGE CHANNEL FROM FALCON POINTE TO THE CITY'S RESERVOIR, FILLING IN THE BACK OF LOTS M12-M16, AND FWA REQUIRED LOT GRADING.
  - 10' PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ALONG ALL STREET FRONTAGE.
  - PUBLIC ACCESS EASEMENTS AND LANDSCAPE EASEMENTS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
  - WASTEWATER EASEMENT AND DRAINAGE EASEMENTS TO BE MAINTAINED BY NORTHEAST TRAVIS COUNTY UTILITY DISTRICT OR CITY OF PFLUGERVILLE.
  - WASTEWATER AND DRAINAGE EASEMENT ON OPEN SPACE LOT TO BE MAINTAINED BY NORTHEAST TRAVIS COUNTY UTILITY DISTRICT.
  - PARK LAND TO BE MAINTAINED BY CITY OF PFLUGERVILLE.
  - ALL STREETLIGHTS SHALL BE IN CONFORMANCE WITH ALL CITY OF PFLUGERVILLE ORDINANCES INCLUDING BUT NOT LIMITED TO BEING DOWNCAST AND FULL CUT OFF TYPE.
  - LOTS WITH DOUBLE AND TRIPLE FRONTAGE ARE ALLOWED ACCESS TO ONLY ONE STREET. LOT ACCESS TO HIDDEN LAKE DRIVE IS PROHIBITED INCLUDING LOTS PP11-PP16, SS17-SS25.
- PARK LAND CALCULATION**
- TOTAL NUMBER OF RESIDENTIAL UNITS IN THE PROPOSED SUBDIVISION: 1284 UNITS\*  
TOTAL AMOUNT OF PARK LAND REQUIRED:  $1126/100 + 119/100 = 12.75$  AC.  
TOTAL AMOUNT OF PARKLAND PREVIOUSLY DEDICATED: 13.24 AC.  
TOTAL AMOUNT OF PROPOSED PARK LAND IN 100-YEAR FLOODPLAIN: 0.60 AC.  
TOTAL AMOUNT OF PROPOSED PARK LAND IN 100-YEAR FLOODPLAIN AND NOT IN THE 25 YEAR FLOOD PLAN: 0.80 AC.  
TOTAL AMOUNT OF CREDIBLE PARK LAND: 13.57 AC.  
\* NUMBER OF UNITS BASED ON 1284 SINGLE FAMILY LOTS

**SUB-DISTRICTS**

SUB-DISTRICT	BLOCKS/LOTS
4 (60' MIN. WIDTH)	BLOCKS A, B, C, D, E, F, G, H, I, K, L, N, J, M, O, P, Q, R, S, T, U, V, W, X, Y, Z, 00, HH, PP, QQ, SS, TT, UU LOTS M5-M27, B01-B04, DP04-DP05, RR1-RR10
5 (50' MIN. WIDTH)	BLOCKS M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, 00, EE, FF, GG, HH, PP, QQ, SS, TT, UU LOTS AA1-AA4, AA5-AA53, BB41-BB105, RR11-RR22

**VILLAGES OF HIDDEN LAKE PHASE BB-1 REVISION SUMMARY**

ACREAGE: 5.51 ACRES  
SINGLE FAMILY LOTS: 23  
OPEN SPACE LOTS: 1  
BLOCK PP: 10 SF  
BLOCK RR: 13 SF  
NOTE: PARKLAND WAS PROVIDED FOR IN PREVIOUS DEDICATIONS.

**PROPOSED CITY OF PFLUGERVILLE RESERVOIR**

ELEVATIONS FOR THIS PROJECT ARE BASED ON NAVD-88

BENCHMARK #10: IRON ROD IN CONCRETE AT THE NORTHEAST CORNER OF THE VILLAGES OF HIDDEN LAKE, PHASE 4A, IN THE SOUTH END OF THE SOUTHEAST CUTBACK CURVE AT THE INTERSECTION OF HIDDEN LAKE DRIVE AND HIDDEN LAKE CROSSING. ELEVATION: 653.03'

BENCHMARK #11: IRON ROD IN CONCRETE FOUND FOR THE NORTHWEST CORNER OF LOT 19, BLOCK FF, IN THE VILLAGES OF HIDDEN LAKE, PHASE 4A. SAND POINT IS ALSO AN ANGLE CORNER OF LOT 10, BLOCK N, OF VILLAGES OF HIDDEN LAKE, PHASE 3A. ELEVATION: 654.35'

**PATE ENGINEERS**

10101 N. BRIDLE TRAIL, SUITE 200, DALLAS, TEXAS 75244  
PH: (972) 343-8888 FAX: (972) 343-8889  
WWW.PATEENGINEERS.COM

AUSTIN • HOUSTON • DALLAS  
THE STATE CAPITAL OF TEXAS HISTORY SINCE 1837

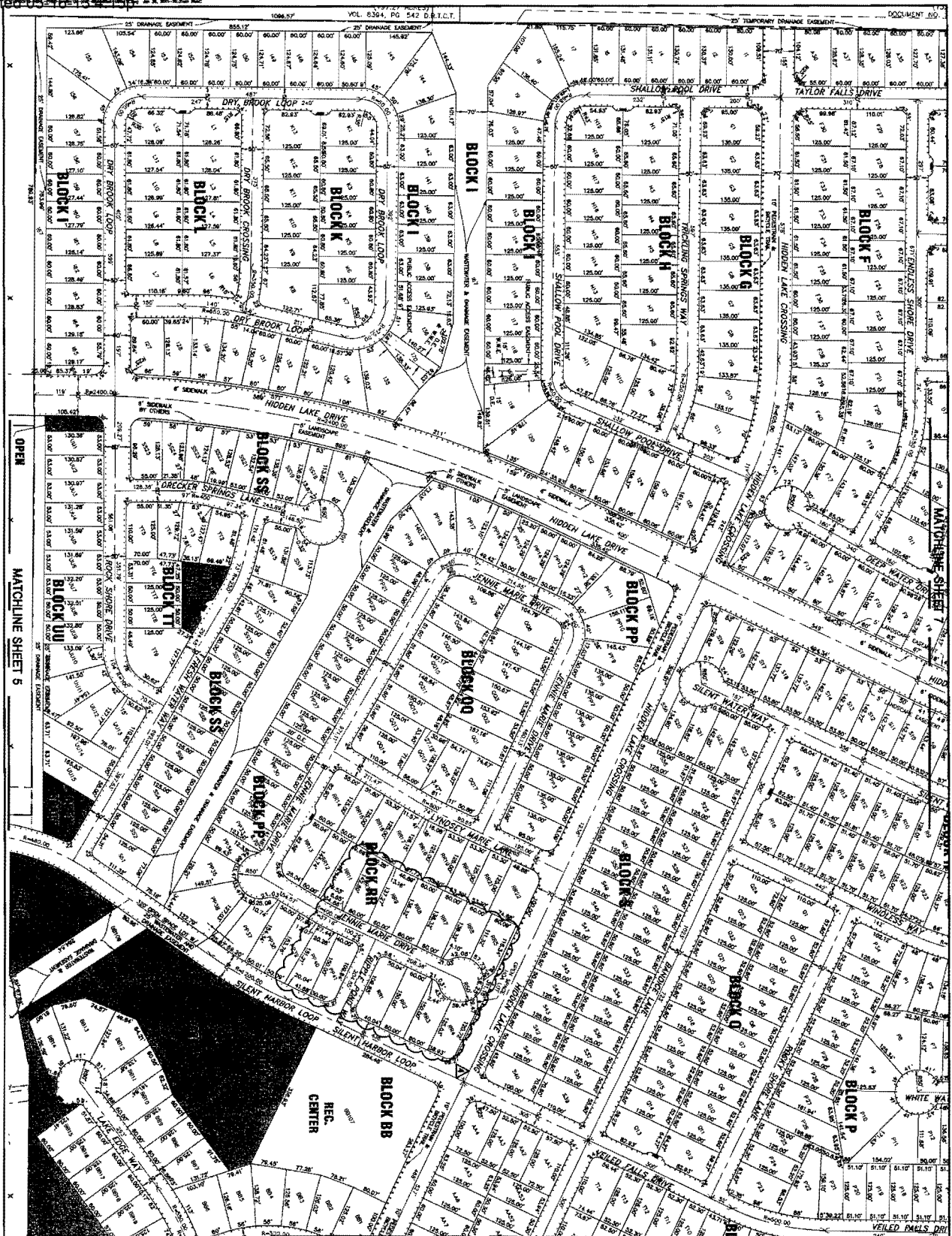
**VILLAGES OF HIDDEN LAKE PHASING PLAN**

PROJECT: 122407/01 PHASE 03 REVISIONS  
DATE: 06/05/07  
SCALE: AS SHOWN

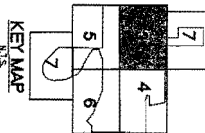
DESIGNER: M.J.  
DRAWN: EM  
CHECKED: M.F.  
DATE: 05-06-07  
SHEET: 2

Rev 4

PATE ENGINEERS, INC. 10101 N. BRIDLE TRAIL, SUITE 200, DALLAS, TEXAS 75244

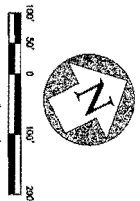


MATCHLINE SHEET 4



TEMPORARY DRAINAGE EXISTENCE  
LANDSCAPE (SEE PLAN)

- PROPOSED SIDEWALK
- NEIGHBORHOOD
- WATERWAY EXISTENCE
- DRAINAGE EXISTENCE
- EXISTING ROAD
- DEVELOPED PARKLAND
- PROPOSED PARKLAND
- PROPOSED FOR RESIDENTIAL & RETAIL COMMUNITY DEVELOPMENT
- ADJACENT PROPERTY LINES
- PROPOSED FOR RESIDENTIAL & RETAIL COMMUNITY DEVELOPMENT
- PROPOSED FOR RESIDENTIAL & RETAIL COMMUNITY DEVELOPMENT

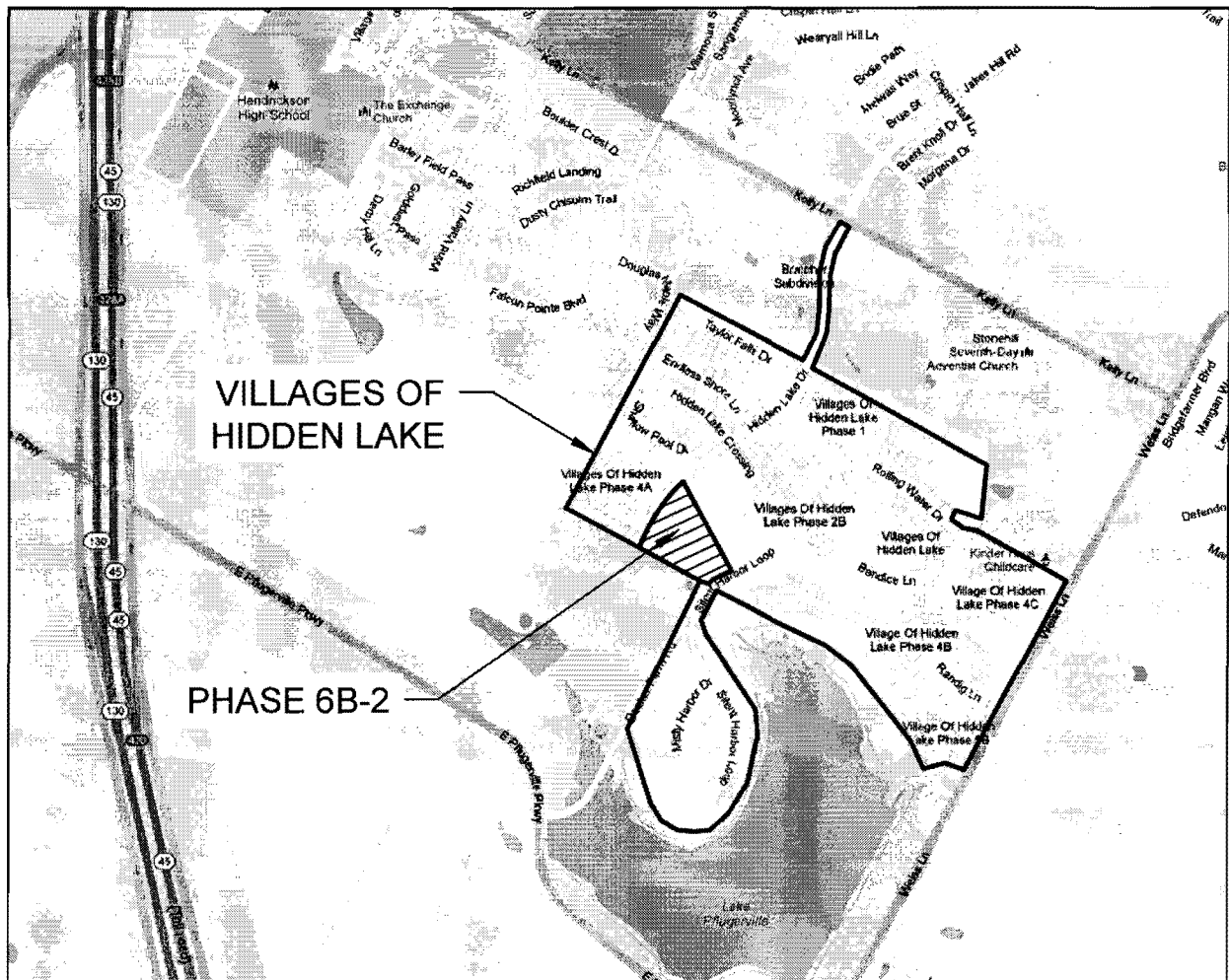


NO.	DATE	DESCRIPTION	BY
1	05/08/07	PHASE 00 REVISIONS	MF
4	06/11/10	PHASE 00-1 REVISIONS	TAC

PROJECT:	VILLAGES OF HIDDEN LAKE
SHEET:	PRELIMINARY PLAN

VILLAGES OF HIDDEN LAKE  
PRELIMINARY PLAN

**PATE ENGINEERS**  
 AUSTIN • HOUSTON • DALLAS  
 7801 NORTH CAPITAL OF TEXAS HIGHWAY  
 SUITE 220  
 AUSTIN, TEXAS 78731  
 PH: (512) 340-0000  
 FAX: (512) 340-0004  
 WWW.PATEINC.COM



0 1000 2000



ORIGINAL SCALE  
1" = 2000'

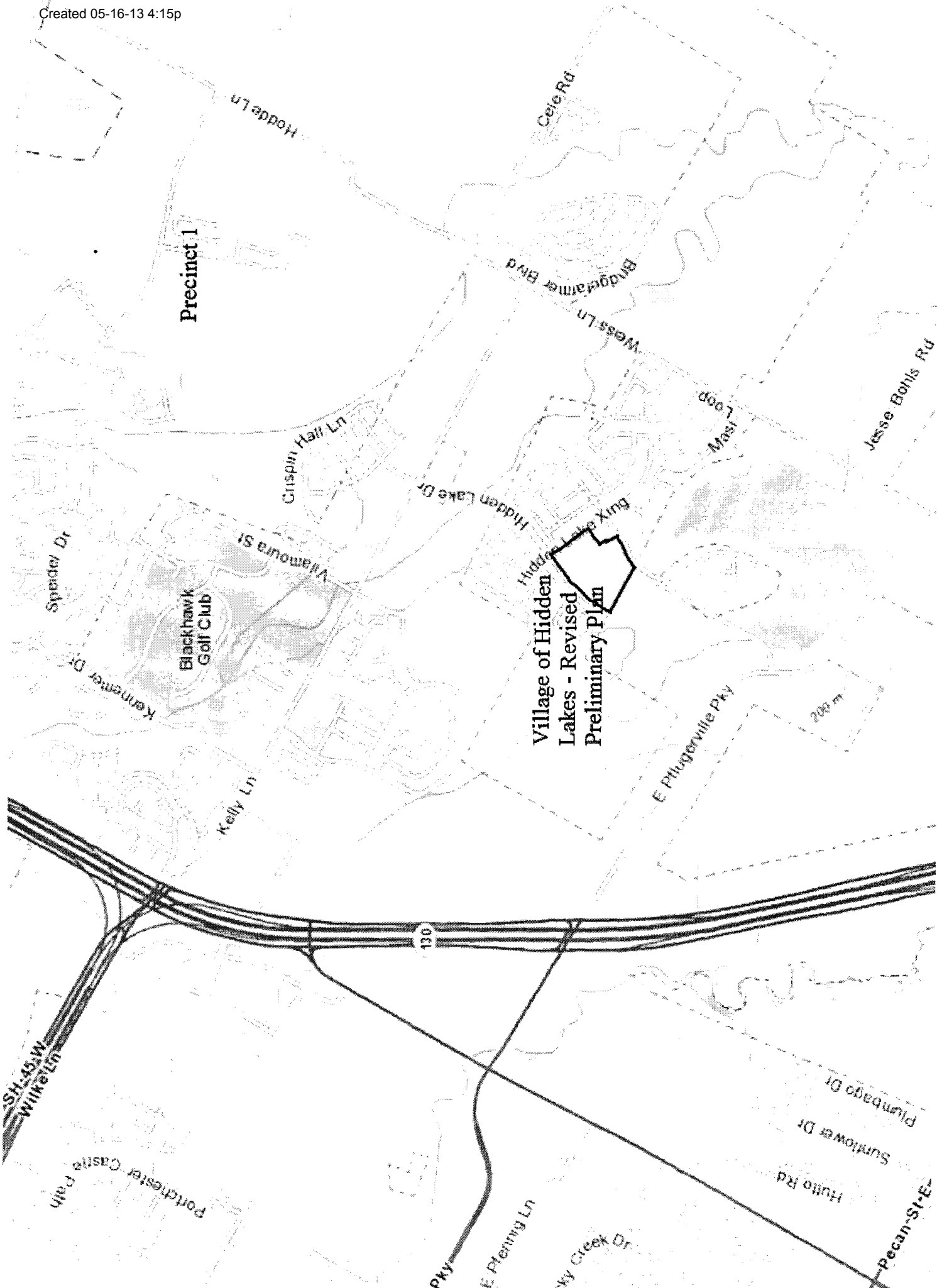


**BA** **BAKER-AICKLEN & ASSOCIATES, INC.**  
507 WEST LIBERTY AVENUE  
ROUND ROCK, TEXAS 78664  
(512) 244-9620

ENGINEERS | SURVEYORS | GIS | PLANNERS | LANDSCAPE ARCHITECTS  
ENGINEERING FIRM # F45 • SURVEY FIRM # 100231-D • TBAE # 1787

### PROJECT LOCATION MAP VILLAGES OF HIDDEN LAKE PHASE 6B-2





# Item 12



## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

**Prepared By:** Donald W. Ward **Phone #:** 854-9317

**Division Director/Manager:** Donald W. Ward

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

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

**AGENDA LANGUAGE:** Discuss and receive update on the status of the "water sales" by TNR at the Satellite 4 office.

**BACKGROUND/SUMMARY OF REQUEST:**

Travis County has been providing water sales at the Satellite 4 office for numerous years and approximately 4 years ago TNR Road & Bridge operations moved from this facility to the new East Service Center. Due to numerous problems with the water sales after the move of the operations, the water sales were proposed to be discontinued. However, the decision by the Court was to hire a position and to continue to provide this service with the caveat that this service would be reviewed after a period of time.

**STAFF RECOMMENDATIONS:**

Follow the recommendation of the Court after discussion.

**ISSUES AND OPPORTUNITIES:**

See attached documentation.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

See attached documentation

**ATTACHMENTS/EXHIBITS:**

Interlocal Agreement Document

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Carol Joseph	Assistant Director TNR	TNR	854-9418
Eddie Jones	Roadway Manager	TNR	854-9383
Curtis Mills	Supervisor	TNR	854-9383

**CC:**


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

**STATUS REPORT – WATER SALES TNR SATELLITE 4**

Based on the following reports, the current status of the water sales revenues vs expenses shows that TNR is operating at a deficit. The monthly revenue from water sales averaged over the last 15 months is \$539.93. The monthly staff expense is \$3,713.88 and average monthly electric/water utility expense is \$1,319.55 (Meter#4003227 - \$234.80 + Meter#181109 - \$1,084.79). This shows average monthly expenses of \$5,033.43 and average monthly revenues of \$539.93 for a monthly deficit of \$4,493.50 or \$53,922.00 annually.

MONTH	WATER SALES
January-12	\$450.50
February-12	\$454.50
March-12	\$457.75
April-12	\$532.00
May-12	\$611.25
June-12	\$798.75
July-12	\$589.75
August-12	\$790.50
September-12	\$585.00
October-12	\$510.25
November-12	\$528.25
December-12	\$497.25

\$6,805.75

MONTH	WATER SALES
January-13	\$421.75
February-13	\$356.50
March-13	\$515.00
April-13	
May-13	
June-13	
July-13	
August-13	
September-13	
October-13	
November-13	
December-13	

\$1,293.25

15 month average = \$539.93

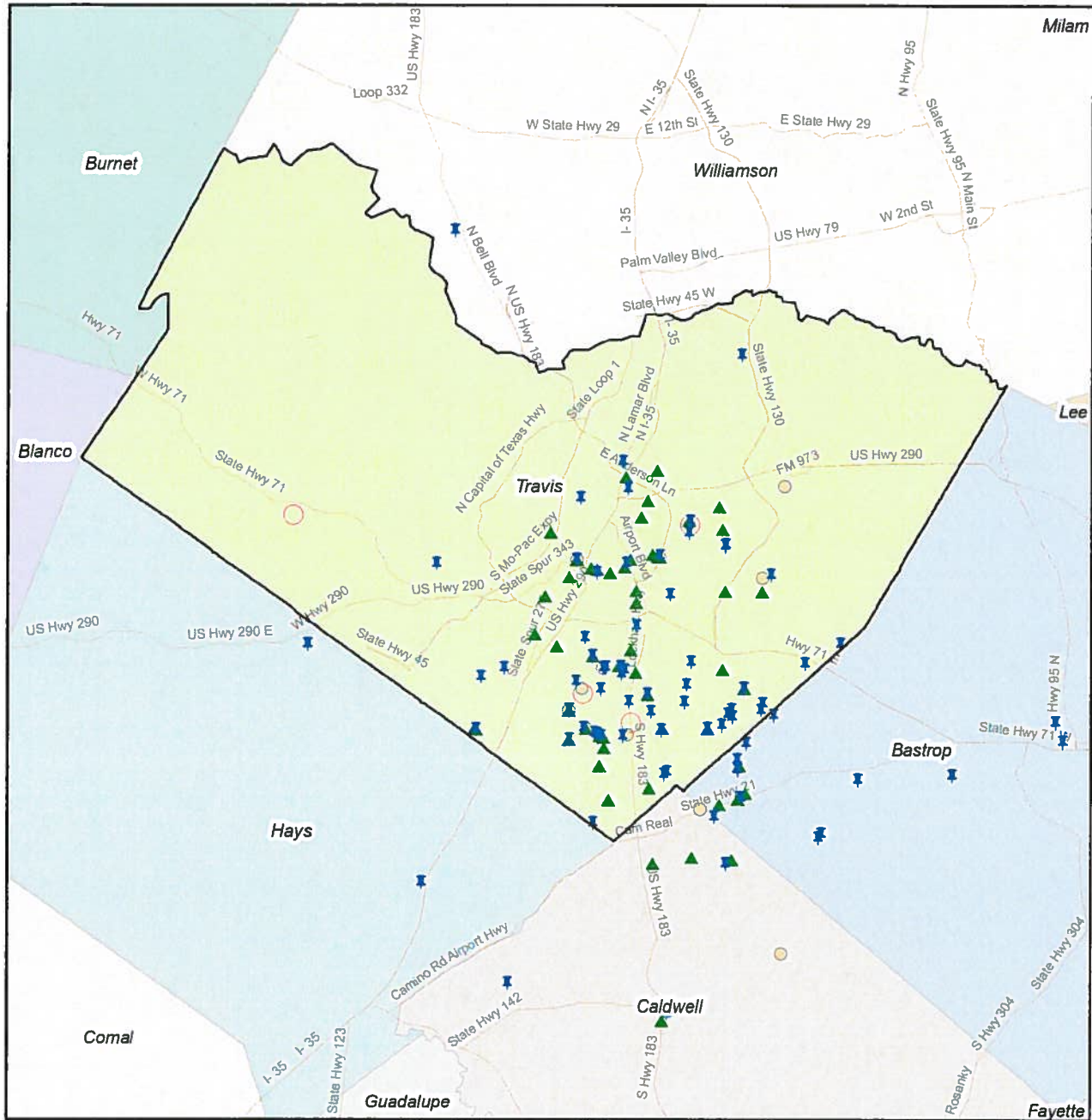
UTILITIES				
Location	Meter #	Elec	Meter #	Water
				\$
SB #A	4014056	\$ 158.94	181109	1,084.75
SB #B	4014082	\$ 39.02		
				\$
SB			175281	241.74
SB	4003227	\$ 234.80		

Note: Above amounts are the monthly average, based on 8 months of billings.

STAFFING								
	Salary	FICA	Medicare	Wrk Comp	Retirement	Medical	Life Ins	Total
Annual	\$ 30,066.72	\$ 1,864.14	\$ 435.97	\$ 58.63	\$ 3,689.19	\$ 8,352.96	\$ 99.00	\$ 44,566.60
Monthly	\$ 2,505.56	\$ 155.34	\$ 36.33	\$ 4.89	\$ 307.43	\$ 696.08	\$ 8.25	\$ 3,713.88

Note: Above information is for Position #30005954 only.

# Water User Locations

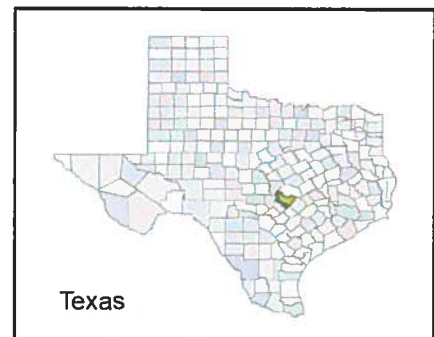


## Types of Water Users

- Residential only &/or with other
- All or mostly farming/ranching
- 100% Commercial
- Other or unidentified



Map prepared by Travis County HHS/VIS, CDBG office, based on water use data provided by Travis County TNR, and GIS data downloaded from the LANDSAT website on 5/9/13.





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

**Meeting Date:** May 21, 2013

**Prepared By:** Stacey Scheffel, Permits Program Manager **Phone #:** 512-854-7565

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

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on a request for a variance to County on-site sewage facility regulations to allow a second single family residence to be placed on less than two acres at 4802 Weletka Drive in Precinct Three.

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

The owner of the property at 4802 Weletka Drive wishes to install a second single family residence on the 1.50 acre property. In order to do so, there must be one acre per single family residence to meet the subdivision requirements of Travis County Code Chapter 48. The proposed on-site sewage facility (OSSF) would otherwise meet all other aspects of the current standards.

### **STAFF RECOMMENDATIONS:**

TNR staff recommends that the variance be granted.

### **ISSUES AND OPPORTUNITIES:**

In June 2000, the Travis County Commissioners Court adopted rules for OSSFs also referred to as septic systems. The rules included minimum lot size requirements of one acre per dwelling in most areas of the county. The intent of the rule was to protect the public health and the environment. Due to a predominance of poor soil conditions, steep slopes, ground water, and the demand for larger homes, more area is required to install or replace an OSSF. In addition, the reduced density of OSSFs was intended to protect the Trinity and other environmentally sensitive aquifers. In the next rule update, staff will be recommending that the Court change the minimum lot sizing requirements to a maximum of 600 gallons per day per acre of effluent requirement for subdivisions. The proposal for 4802 Weletka Drive is for a total of 420 gallons per day per acre.

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

None

**ATTACHMENTS/EXHIBITS:**

Variance Request Letter  
Site Plan

**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

**CC:**

Tom Nuckols	Assistant County Attorney	County Attorney	854-9415
Rodney Sherrill	Engineer	TNR	854-7581

**AB:SS:ss**

**1701 - Private Sewage Facilities - 1705**

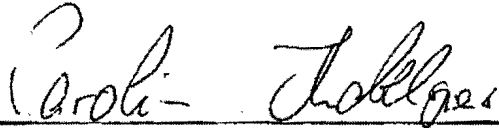


Travis County TNR:  
c/o Rodney Sherrill, P.E.

Regarding: Chapter 48 Variance

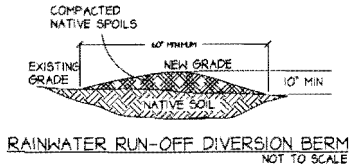
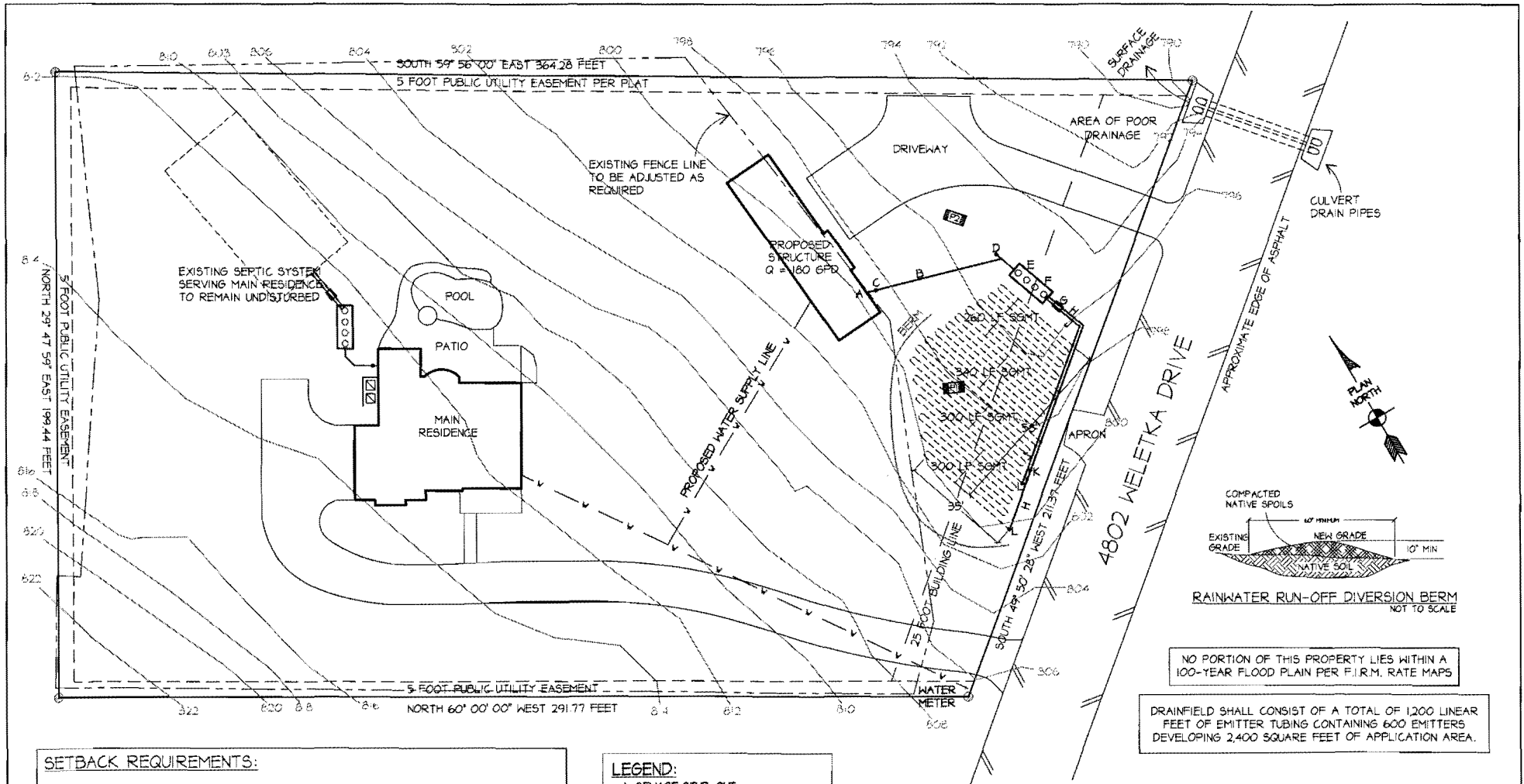
A variance is requested from Table XII of Travis County Code Chapter 48 in order to allow two homes on less than 2 acres of land with public water being available. The subject lot is Lot 3, Block 5M, Travis Landing No. 2 and is approximately 1.5 acres in size. We will indemnify and release Travis County from any liability that may result from the issuance of this variance.

Sincerely,



---

Carolin Knobelspies – Owner  
4802 Weletka Dr, Austin, TX 78734



NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD PLAIN PER F.I.R.M. RATE MAPS

DRAINFIELD SHALL CONSIST OF A TOTAL OF 1,200 LINEAR FEET OF EMITTER TUBING CONTAINING 600 EMITTERS DEVELOPING 2,400 SQUARE FEET OF APPLICATION AREA.

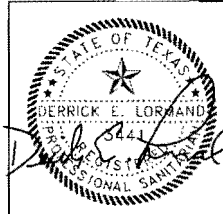
**SETBACK REQUIREMENTS:**

INSTALLER SHALL ACHIEVE ALL MINIMUM REQUIRED SEPARATION DISTANCES AS SET FORTH BY THE TCEQ IN TITLE 30, TAC CHAPTER 285, EFFECTIVE DATE DECEMBER 2012, AND ANY ADDITIONAL LOCAL REQUIREMENTS.

MINIMUM SEPARATION FROM TANK: 5 FEET TO FOUNDATIONS AND PROPERTY LINES, ONE FOOT TO EASEMENTS, 10 FEET TO DRAINAGE EASEMENTS, GRADE BREAKS AND WATER LINES, 50 FEET TO EXISTING OR PROPOSED WATER WELLS.

MINIMUM SEPARATION FROM DRAINFIELD: ONE FOOT FROM FOUNDATIONS AND EASEMENTS, 5 FEET FROM PROPERTY LINES, 10 FEET FROM DRAINAGE EASEMENTS AND GRADE BREAKS, 10 FEET FROM WATER LINES, 100 FEET FROM EXISTING OR PROPOSED WATER WELLS.

- LEGEND:**
- A. SEWAGE STUB-OUT
  - B. 4" SCHEDULE 40 PVC SEWER PIPE
  - C. TWO-WAY CLEAN-OUT
  - D. ONE-WAY CLEAN-OUT
  - E. AEROBIC TREATMENT UNIT
  - F. PUMP CHAMBER
  - G. FIELD BOX
  - H. 1" PVC SUPPLY LINE
  - J. 1" PVC RETURN LINE
  - K. CHECK VALVES
  - L. VACUUM BREAKER VALVES



REVISED SHEET 1 - SITE PLAN

**DELCON ENVIRONMENTAL SYSTEMS, L.L.C.**  
 12713 MAJESTIC OAKS DRIVE  
 AUSTIN, TEXAS 78732  
 (512) 583-1397

CLIENT:	THE KNOBELSPIES GUEST HOUSE	
STREET:	4802 WELETKA AUSTIN, TEXAS 78734	
LOT, SUBDIVISION:	LOT 3, BLOCK 5-M, TRAVIS LANDING NO. 2	
PERMIT AUTHORITY:	TRAVIS COUNTY TNR	
DRAWN BY:	DATE:	SCALE: 1" = 30'
D. E. LORMAND, R.S.	04/30/2013	



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

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

**Division Director/Manager:** Anna M. Bowlin ACCP, Division Director of 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 the use of an Alternative Fiscal Agreement for Avalon, Phase 7B - Precinct One. *MS*

**BACKGROUND/SUMMARY OF REQUEST:**

The developer of the subject subdivision requests to enter into an alternative fiscal agreement with Travis County. Under the alternative fiscal agreement the plat will be held in abeyance while the street and drainage facilities are constructed.

**STAFF RECOMMENDATIONS:**

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

**ISSUES AND OPPORTUNITIES:**

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

**Plat Status**

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

**Restoration/Erosion Control Fiscal**

The fiscal for the subdivision restoration and improvements has been posted with Travis County using as a bond in the amount of \$207,196.00.

**Access to Publicly Maintained Road**

Villages of Hidden Lake, Phase 6B-2 takes access from Hidden Lake Drive, a street maintained by Travis County.

**Waste Water Service**

Wastewater service for this subdivision will be provided by the City of Pflugerville.

**Construction Plans and Engineer's Estimate of Construction Cost Approved**

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #13-0364. The estimated cost of the improvements is \$690,982.00. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention.

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

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**ATTACHMENTS/EXHIBITS:**

- Alternative Fiscal Acknowledgment
- Exhibit "A" – Description
- Extension of Sixty-Day Period
- Maps

**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**AB:SM:dv**

**1101 - Development Services - Village of Hidden Lake, Phase 6B-2**

**ORIGINAL**

§ EXHIBIT 82.401 (D)

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

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

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

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

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

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

Alternative Fiscal

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

Executed this 8<sup>th</sup> day of April, 2013.

OWNER: Buffington VoHL 6A 6A 6B, Ltd.

Address: 3600 N. Capital of Tx Hwy,

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

Bldg. B, Ste 170, Austin, TX 78746

Name: James Dorney

Phone: 512-579-4800

Title: President  
Authorized Representative

Fax: 512-579-4801

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 8<sup>th</sup> day of April, 2013, by James Dorney in the capacity stated herein.

\_\_\_\_\_  
Notary Public in and for the State of Texas

CODY STEVEN THOMAS  
Printed or typed name of notary

My Commission Expires: 7/7/15



TRAVIS COUNTY, TEXAS:

By: \_\_\_\_\_  
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed or typed name of notary

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

*SAMPLE EXHIBIT "A" OR FIELD NOTES*

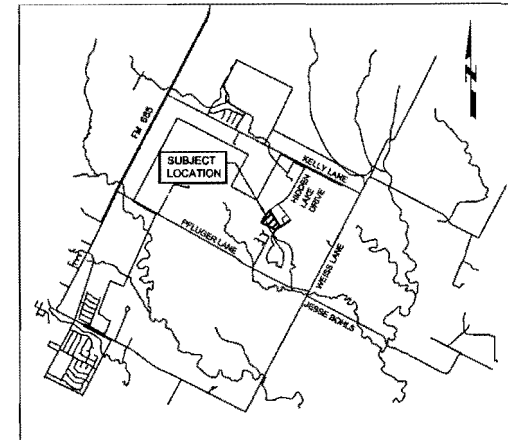
**EXHIBIT "A"**

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



FINAL PLAT OF  
**THE VILLAGES OF HIDDEN LAKE**  
**PHASE 6B-2**  
13.79 ACRES OUT OF GEORGE M. MARTIN  
SURVEY NO. 9, ABSTRACT NO. 529,  
TRAVIS COUNTY, TEXAS

LOCATOR MAP



**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.**

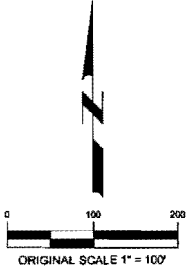
SHEET 1 OF 4  
PROJECT NO. 2143-2-004-22

**BAKER-AICKLEN & ASSOCIATES, INC.**  
907 WEST LIBERTY AVE.  
ROUND ROCK, TEXAS 78664  
512-244-9620  
ENGINEERING FIRM # P-45  
SURVEY FIRM # 100031-C  
TRAE # 1797  
ROUND ROCK

# Exhibit "A"

## FINAL PLAT OF THE VILLAGES OF HIDDEN LAKE PHASE 6B-2 13.79 ACRES OUT OF GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529, TRAVIS COUNTY, TEXAS

LEGEND	
●	1/2" IRON ROD FOUND
○	IRON ROD WITH CAP FOUND
▲	NAIL FOUND
●	1" X IN CONCRETE FOUND
○	1/2" IRON ROD WITH "BAKER-AICKLEN" CAP SET
□	1/2" IRON ROD WITH "BAKER-AICKLEN" CAP SET IN CONCRETE
△	MAG NAIL SET
+	BENCHMARK
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
WW	WASTEWATER
B.L.	BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
---	PROPOSED SIDEWALK



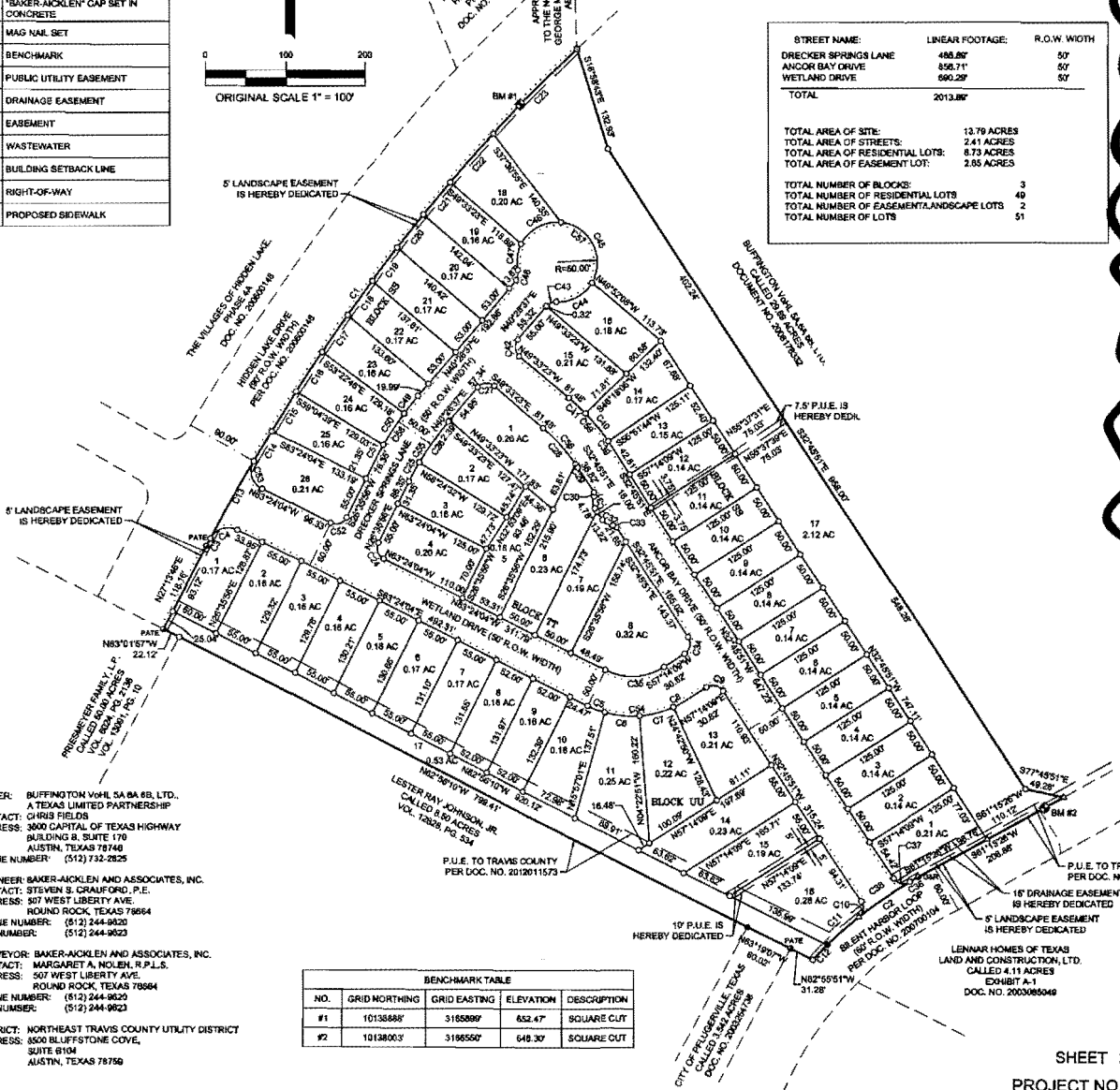
STREET NAME	LINEAR FOOTAGE	R.O.W. WIDTH
DREYER SPRINGS LANE	488.88	50'
ANCOR BAY DRIVE	856.71	50'
WETLAND DRIVE	660.29	50'
<b>TOTAL</b>	<b>2013.88'</b>	

TOTAL AREA OF SITE:	13.79 ACRES
TOTAL AREA OF STREETS:	2.41 ACRES
TOTAL AREA OF RESIDENTIAL LOTS:	8.73 ACRES
TOTAL AREA OF EASEMENT LOTS:	2.65 ACRES

TOTAL NUMBER OF BLOCKS:	3
TOTAL NUMBER OF RESIDENTIAL LOTS:	49
TOTAL NUMBER OF EASEMENT/LANDSCAPE LOTS:	2
TOTAL NUMBER OF LOTS:	51



**DESCRIPTION**

FOR A 13.79 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 29.69 ACRE TRACT AS DESCRIBED IN A DEED TO BUFFINGTON VOHL SA, 6A, 6B, LTD., A TEXAS LIMITED PARTNERSHIP AND RECORDED IN DOCUMENT NO. 2008178332 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 13.79 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with cap marked "Two" found for the most westerly corner of said 29.69 acre tract, same being on the northeast line of a called 50.00 acre tract as described in a deed to Pinesmyre Family, L.P., and recorded in Volume 6024, Page 2134 of the Deed Records of said County and Volume 13091, Page 10 of the Real Property Records of said County, same being on the southeast right-of-way line of Hidden Lake Drive (90 foot right-of-way width) according to the Plat of The Villages of Hidden Lake, Phase 6A and recorded in Document No. 200600148 of the Official Public Records of said County, for the west corner and **POINT OF BEGINNING** hereof;

**THENCE** with the northwest line of said 29.69 acre tract, same being the southeast right-of-way line of said Hidden Lake Drive, the following two (2) courses and distances:

- 1) **N 37° 13' 46" E** for a distance of 118.16 feet to a 1/2" iron rod with "Pate" cap found for a point of curvature hereof, and
- 2) with the arc of a curve to the right, having a radius of 2355.00 feet, an arc length of 786.58 feet, a central angle of 19° 08' 14" and a chord which bears, **N 34° 44' 29" E** for a distance of 783.93 feet to a 1/2" iron rod with "Baker-Aicklen" cap set for the north corner hereof;

**THENCE** through the interior of said 29.69 acre tract, the following three (3) courses and distances:

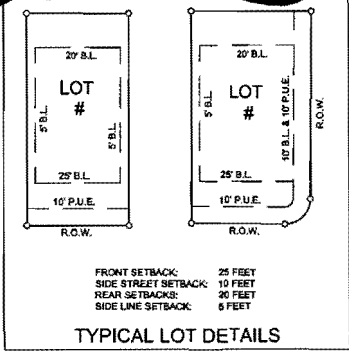
- 1) **S 16° 58' 43" E** for a distance of 132.93 feet to a 1/2" iron rod with "Baker-Aicklen" cap set for an angle point hereof, and
- 2) **S 32° 45' 51" E** for a distance of 958.00 feet to a 1/2" iron rod with "Baker-Aicklen" cap set for an angle point hereof, and
- 3) **S 77° 45' 51" E** for a distance of 49.28 feet to a 1/2" iron rod with "Baker-Aicklen" cap set on the southeast line of said 29.69 acre tract, same being the northeast right-of-way line of Silent Harbor Loop (50 foot right-of-way width) according to the Plat of The Villages of Hidden Lake, Phase 2B recorded in Document No. 200400109, and the Plat of The Villages of Hidden Lake, Phase 3A recorded in Document No. 200700104 of the Official Public Records of said County, for the east corner hereof;

**THENCE** with the southeast line of said 29.69 acre tract, same being the northeast right-of-way line of said Silent Harbor Loop, the following two (2) courses and distances:

- 1) **S 61° 15' 26" W** for a distance of 208.55 feet to an iron rod with "O.R.R." cap found for a point of curvature hereof, and
- 2) with the arc of a curve to the left, having a radius of 519.89 feet, an arc length of 168.36 feet, a central angle of 18° 55' 01" and a chord which bears, **S 81° 44' 04" W** for a distance of 167.62 feet to a 1/2" iron rod with "Baker-Aicklen" cap set for the south corner of said 29.69 acre tract, same being an angle point on the northeast right-of-way line of said Silent Harbor Loop, for the south corner hereof;

**THENCE** with the southwest line of said 29.69 acre tract, same being in part with the northeast right-of-way line of said Silent Harbor Loop, in part with the north line of a called 3.543 acre tract as described in a deed to the City of Pflugerville, Texas and recorded in Document No. 200324738 of the Official Public Records of said County, in part with the north line of a called 8.50 acre tract as described in a deed to Lester Ray Johnson, Jr. and recorded in Volume 12628, Page 534 of the Real Property Records of said County, and in part with the northeast line of said 50.00 acre tract, the following four (4) courses and distances:

- 1) **N 62° 55' 51" W** for a distance of 31.28 feet to an iron rod with "Two" cap found for the northeast corner of said 3.543 acre tract, same being an angle point on the northeast right-of-way line of said Silent Harbor Loop, for an angle point hereof;
- 2) **N 43° 19' 07" W** for a distance of 68.02 feet to a 1/2" iron rod found for the northwest corner of said 3.543 acre tract, same being the northeast corner of said 8.50 acre tract, for an angle point hereof;
- 3) **N 62° 56' 10" W** for a distance of 799.41 feet to a 1/2" iron rod with "Baker-Aicklen" cap set for the northwest corner of said 8.50 acre tract, same being the northeast corner of said 50.00 acre tract, for an angle point hereof;
- 4) **N 43° 01' 57" W** for a distance of 23.12 feet to the **POINT OF BEGINNING** hereof and containing 13.79 acres of land.



**OWNER:** BUFFINGTON VOHL SA 6A 6B, LTD., A TEXAS LIMITED PARTNERSHIP  
**CONTACT:** CHRIS FIELDS  
**ADDRESS:** 3600 CAPITAL OF TEXAS HIGHWAY BUILDING B, SUITE 170 AUSTIN, TEXAS 78748  
**PHONE NUMBER:** (512) 732-2825

**ENGINEER:** BAKER-AICKLEN AND ASSOCIATES, INC.  
**CONTACT:** STEVEN S. CRAWFORD, P.E.  
**ADDRESS:** 507 WEST LIBERTY AVE. ROUND ROCK, TEXAS 78664  
**PHONE NUMBER:** (512) 244-9820  
**FAX NUMBER:** (512) 244-9823

**SURVEYOR:** BAKER-AICKLEN AND ASSOCIATES, INC.  
**CONTACT:** MARGARET A. NOLEN, R.P.L.S.  
**ADDRESS:** 507 WEST LIBERTY AVE. ROUND ROCK, TEXAS 78664  
**PHONE NUMBER:** (512) 244-9820  
**FAX NUMBER:** (512) 244-9823

**DISTRICT:** NORTHEAST TRAVIS COUNTY UTILITY DISTRICT  
**ADDRESS:** 800 BLUFFSTONE COVE, SUITE 8104 AUSTIN, TEXAS 78750

BENCHMARK TABLE				
NO.	GRID NORTHING	GRID EASTING	ELEVATION	DESCRIPTION
#1	10138888'	3185889'	652.47'	SQUARE CUT
#2	10138003'	3185550'	648.30'	SQUARE CUT

SHEET 2 OF 4  
 PROJECT NO. 2143-2-004-22

**BAKER-AICKLEN & ASSOCIATES, INC.**  
 507 WEST LIBERTY AVE. ROUND ROCK, TEXAS 78664  
 (512) 244-9820  
 ENGINEERING FIRM # 1445  
 SURVEY FIRM # 102231-1  
 ROUND ROCK TEXAS # 1787

\\SLSRV161\myproj\PROJECTS\VILLAGES OF HIDDEN LAKE\PHASE 6B\PLAT\DWG\Villages of Hidden Lake Phase 6B-2.dwg (SHEET 2) February 21, 2013 - 10:06p

FINAL PLAT OF  
**THE VILLAGES OF HIDDEN LAKE**  
**PHASE 6B-2**  
 13.79 ACRES OUT OF GEORGE M. MARTIN  
 SURVEY NO. 9, ABSTRACT NO. 529,  
 TRAVIS COUNTY, TEXAS

CURVE TABLE					
CURVE NO.	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	2355.00	53.15'	001°17'35"	N36°07'01"E	53.15'
C2	510.00	77.83'	008°44'37"	S55°27'09"W	77.76'
C3	2355.00	10.83'	000°15'31"	N37°17'36"E	10.83'
C4	25.00	38.81'	069°10'12"	N72°00'51"E	35.10'
C5	125.00	23.23'	010°38'50"	S68°43'31"E	23.20'
C6	125.00	44.36'	020°19'52"	S84°12'55"E	44.12'
C7	125.00	44.36'	020°19'59"	N75°27'10"E	44.13'
C8	125.00	17.88'	008°03'01"	N51°15'40"E	17.55'
C9	15.00	23.88'	090°00'00"	S77°45'51"E	21.21'
C10	15.00	21.96'	083°50'41"	S09°09'30"W	20.04'
C11	510.00	52.69'	005°55'10"	S48°07'15"W	52.67'
C12	510.00	25.88'	002°53'07"	S43°43'07"W	25.88'
C13	2355.00	111.27'	002°42'28"	N28°48'58"E	111.28'
C14	2355.00	43.57'	001°03'36"	N30°39'59"E	43.57'
C15	2355.00	58.10'	001°24'48"	N31°54'11"E	58.10'
C16	2355.00	80.35'	001°28'08"	N33°20'38"E	80.35'
C17	2355.00	57.22'	001°23'31"	N34°46'27"E	57.22'
C18	2355.00	53.15'	001°17'35"	N36°07'01"E	53.15'
C19	2355.00	53.08'	001°17'29"	N37°24'33"E	53.07'
C20	2355.00	53.03'	001°17'24"	N38°41'59"E	53.02'

CURVE TABLE					
CURVE NO.	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C21	2355.00	53.00'	001°17'22"	N38°58'23"E	53.00'
C22	2355.00	82.30'	002°00'08"	N41°38'08"E	82.30'
C23	2355.00	150.88'	003°40'18"	N44°28'20"E	150.85'
C24	15.00	23.56'	090°00'00"	N16°24'04"W	21.21'
C25	375.00	27.41'	004°11'14"	N28°41'33"E	27.40'
C26	375.00	63.21'	009°39'28"	N36°38'54"E	63.13'
C27	15.00	23.58'	090°00'00"	N85°28'37"E	21.21'
C28	225.00	60.88'	015°29'55"	S41°48'28"E	60.88'
C29	225.00	5.08'	001°17'37"	S33°24'39"E	5.08'
C30	5.00	5.24'	090°00'00"	N52°45'51"E	5.00'
C31	15.00	15.71'	090°00'00"	S02°45'51"E	15.00'
C32	15.00	15.71'	090°00'00"	S82°45'51"E	15.00'
C33	5.00	5.24'	090°00'00"	S82°48'51"E	5.00'
C34	15.00	23.56'	090°00'00"	S12°14'09"W	21.21'
C35	75.00	77.71'	086°21'47"	S86°56'03"W	74.28'
C36	510.00	12.18'	001°22'07"	S60°30'30"W	12.18'
C37	15.00	22.56'	087°24'42"	N78°28'12"W	20.73'
C38	510.00	77.83'	008°44'31"	S55°27'09"W	77.75'
C39	275.00	6.59'	001°22'28"	N32°27'03"W	6.59'
C40	275.00	45.89'	009°33'37"	N36°50'05"W	45.83'


CURVE TABLE					
CURVE NO.	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C41	275.00	26.12'	005°51'30"	N46°37'38"W	26.11'
C42	15.00	23.56'	090°00'00"	N04°33'23"W	21.21'
C43	15.00	13.82'	052°01'12"	N86°27'13"E	13.16'
C44	50.00	53.53'	081°20'09"	N81°47'45"E	51.01'
C45	50.00	100.71'	115°24'36"	N28°54'38"W	84.53'
C46	50.00	80.28'	096°02'58"	S81°11'35"W	86.68'
C47	50.00	33.38'	038°14'42"	S07°32'46"W	32.78'
C48	15.00	13.82'	052°01'12"	S14°28'01"W	13.16'
C49	425.00	28.38'	003°49'23"	S38°31'58"W	28.35'
C50	425.00	47.54'	008°24'32"	S33°24'58"W	47.51'
C51	425.00	28.80'	003°38'48"	S28°24'19"W	28.79'
C52	15.00	23.56'	090°00'00"	S71°35'56"W	21.21'
C53	25.00	40.61'	093°32'14"	N16°37'57"W	36.43'
C54	125.00	129.51'	056°21'47"	N86°55'03"E	123.79'
C55	375.00	90.81'	013°50'41"	N33°31'17"E	90.38'
C56	225.00	65.94'	016°47'32"	S41°09'37"E	65.71'
C57	50.00	247.57'	284°02'25"	N46°33'23"W	61.54'
C58	425.00	102.89'	013°50'41"	N33°31'17"E	102.44'
C59	275.00	80.80'	016°47'32"	S41°09'37"E	80.31'

GENERAL NOTES

- PROPERTY OWNER AND/OR HISHER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- WATER AND WASTEWATER SERVICE TO THIS TRACT WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
- PUBLIC SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS. ALL SIDEWALKS TO BE FOUR (4) FEET WIDE.
- ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DOCUMENT NO. 2003103971 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTL CONNECTED TO THE CITY OF PFLUGERVILLE WATER AND WASTEWATER SYSTEM.
- ALL CONSTRUCTION WITHIN THE BOUNDARY OF THIS PLAT MUST COMPLY WITH THE CITY OF PFLUGERVILLE BUILDING CODE INCLUDING THE REQUIREMENTS TO OBTAIN PERMITS AND REQUEST INSPECTIONS.
- THE OWNER/SUBDIVIDER, AS LISTED ON THIS PLAT, SHALL BE RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL CONCRETE SIDEWALKS AS SHOWN OR LISTED ON THE PLAT, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/SUBDIVIDER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT AND BUILT IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE TEXAS ARCHITECTURAL BARRIERS ACT, ARTICLE 1102, TEXAS CIVIL STATUTES, AS ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION OR TO REQUEST PRE-CONSTRUCTION VARIANCES FOR ANY PROPOSED SIDEWALKS NOT MEETING ADA REQUIREMENTS. APPLICATION FOR THE VARIANCES SHALL BE REQUIRED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT.

- THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 4845302001 TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 28, 2008.
- A 10' FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL PUBLIC RIGHT-OF-WAY.
- BENCHMARKS:
  - BENCHMARK #1: SQUARE CUT SET ON THE SOUTH END OF THE CONCRETE HEADWALL WHERE IT MEETS THE WINGWALL, ON THE WEST END OF THE DRAINAGE CHANNEL, LOCATED ON THE EAST SIDE OF HIDDEN LAKE DRIVE. ELEVATION: 652.47 NAVD 83
  - BENCHMARK #2: SQUARE CUT SET ON THE NORTH END OF THE CONCRETE HEADWALL, ON THE EAST END OF THE DRAINAGE CHANNEL, LOCATED ON THE WEST SIDE OF SILENT HARBOR LOOP. ELEVATION: 648.30' NAVD 83
- ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE.
- LOT 17, BLOCK SS IS HEREBY DEDICATED AS AN OPEN SPACE, WASTEWATER EASEMENT, AND DRAINAGE EASEMENT LOT TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- LOT 17, BLOCK UU IS HEREBY DEDICATED AS AN OPEN SPACE, DRAINAGE EASEMENT, AND P.U.E. LOT TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 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 CODE AND THE TREE TECHNICAL MANUAL, AS AMENDED.
- NON-RESIDENTIAL LOTS (INCLUDING LANDSCAPE AND GREEN SPACE) AND LANDSCAPE EASEMENTS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

- LOTS WITH DOUBLE AND TRIPLE FRONTAGE ARE ALLOWED ACCESS TO ONLY ONE STREET. LOT ACCESS TO HIDDEN LAKE CROSSING AND SILENT HARBOR LOOP IS PROHIBITED.
- THIS PLAT IS SUBJECT TO SUB-DISTRICT TYPE FIVE DEVELOPMENT AS DEFINED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT.
- ASSESSED IMPACT FEE RATE PER SERVICE UNIT WITH A 5/8 INCH METER SIZE FOR WATER SHALL BE \$2403 AND FOR WASTEWATER SHALL BE \$2414 WITH ADDITIONAL FEES AS STATED WITHIN THE COMPREHENSIVE DEVELOPMENT AGREEMENT.
- STREETLIGHTS SHALL BE INSTALLED WITH THE PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS AND OPERATIONAL.
- ALL (NEW) TELEPHONE, CABLE TELEVISION AND ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND. ALL ELECTRICAL, CABLE TELEVISION AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISION SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN RIGHT-OF-WAY, WHERE EXISTING OVERHEAD ELECTRICAL SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.
- THIS PLAT IS WITHIN THE CITY OF PFLUGERVILLE ETJ.
- LOTS 1, 13, AND 18, BLOCK UU, LOTS 1, 15, AND 26, BLOCK SS, AND LOTS 1, 4, AND 8, BLOCK T HAVE RESTRICTED ACCESS TO ONE STREET.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HISHER ASSIGNS.

	<b>BAKER-AICKLEN &amp; ASSOCIATES, INC.</b>	507 WEST LIBERTY AVE. ROUND ROCK, TEXAS 78664 (512) 244-9652
	ENGINEERING FIRM # F-40 SURVEY FIRM # 10022110	
	ROUND ROCK TX 78671	

# FINAL PLAT OF THE VILLAGES OF HIDDEN LAKE PHASE 6B-2

13.79 ACRES OUT OF GEORGE M. MARTIN  
SURVEY NO. 9, ABSTRACT NO. 529,  
TRAVIS COUNTY, TEXAS

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

THAT I, JAMES DORNEY, ACTING ON BEHALF OF BUFFINGTON V&H SA 6A 6B, LTD., A TEXAS LIMITED PARTNERSHIP, GENERAL PARTNER, BEING THE OWNER OF 13.79 ACRES OF LAND OUT OF THE GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529 IN TRAVIS COUNTY, TEXAS, SAME BEING CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2006178332, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 13.79 ACRES OF LAND, IN ACCORDANCE WITH THE ATTACHED PLAT, PURSUANT TO CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

THE VILLAGES OF HIDDEN LAKE, PHASE 6B-2

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL THE 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 \_\_\_\_\_, 20\_\_\_\_, A.D.

BUFFINGTON V&H SA 6A 6B, LTD., A TEXAS LIMITED PARTNERSHIP

BY: \_\_\_\_\_  
PRINTED NAME: JAMES DORNEY  
TITLE: PRESIDENT  
3900 N. CAPITAL OF TEXAS HIGHWAY  
BLDG. 8, SUITE 170  
AUSTIN, TEXAS 78748

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED

\_\_\_\_\_ ACTING ON BEHALF OF BUFFINGTON V&H SA 6A 6B, LTD., A TEXAS LIMITED PARTNERSHIP, GENERAL PARTNER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

NOTARY PUBLIC, STATE OF TEXAS \_\_\_\_\_

### COMMISSIONERS' COURT RESOLUTION

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

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

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

I, STEVEN S. CRAUFORD, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, IS COMPLETE AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF CHAPTER 82 OF THE TRAVIS COUNTY SUBDIVISION REGULATIONS, AND THE CITY OF PFLUGERVILLE SUBDIVISION REGULATIONS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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. 49453C02804, DATE SEPTEMBER 26, 2000, FOR TRAVIS COUNTY, TEXAS.

STEVEN S. CRAUFORD, P.E. \_\_\_\_\_ DATE \_\_\_\_\_  
LIC. NO. 62677  
BAKER-AICKLEN AND ASSOC. INC.  
507 WEST LIBERTY AVE.  
ROUND ROCK, TEXAS 78664  
PHONE NUMBER: (512) 244-9620  
FAX NUMBER: (512) 244-9623

THAT I, MARGARET A. NOLEN, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT 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 THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

MARGARET A. NOLEN \_\_\_\_\_ DATE \_\_\_\_\_  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5589  
BAKER-AICKLEN AND ASSOC. INC.  
507 WEST LIBERTY AVE.  
ROUND ROCK, TEXAS 78664  
PHONE NUMBER: (512) 244-9620  
FAX NUMBER: (512) 244-9623

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS

I, DANA DEBEALVOIR, 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., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

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

OF \_\_\_\_\_, 20\_\_\_\_, A.D.

DANA DEBEALVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS.

DEPUTY \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEALVOIR, CLERK 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, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

DANA DEBEALVOIR, COUNTY CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: \_\_\_\_\_  
CHAIRPERSON

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: \_\_\_\_\_  
PLANNING DIRECTOR

ATTEST:

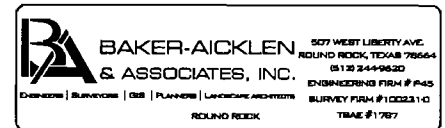
CITY SECRETARY \_\_\_\_\_

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE CITY COUNCIL OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: \_\_\_\_\_  
MAYOR

ATTEST:

CITY SECRETARY \_\_\_\_\_



**§ EXHIBIT 82.201(C)  
EXTENSION OF SIXTY-DAY PERIOD FOR  
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: 4-8-13

Owner's Name and Address: Buffington VoHL 5A 6A 6B, Ltd.  
3600 N. Capital of Texas Hwy,  
Blq. B, Suite 170  
Austin, TX 78746

Proposed Subdivision Name and Legal Description (the "Property"):

Villages of Hidden Lake Preliminary Plat Revision #5

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

Executed and effective as of the date set forth below.

Owner: Buffington VoHL 5A 6A 6B, Ltd.  
By: [Signature]  
Name: James Dorney  
Title: President  
Authorized Representative

**ACKNOWLEDGEMENT**

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 8 day of April,  
2013, by JAMES DORNEY of Travis County, Texas known to me  
personally or on the basis of an approved form of identification, in the capacity stated.

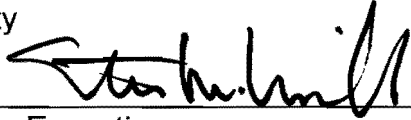
Notary Public, State of Texas

[Signature]



EXHIBIT 82.201(C)  
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2

Travis County

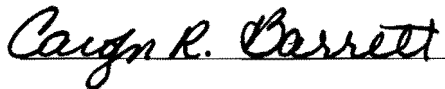
By:   
County Executive  
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

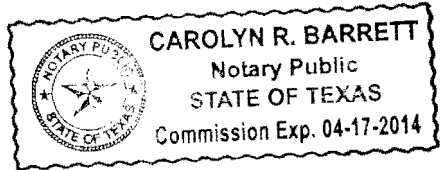
STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 8<sup>th</sup> day of May,  
2013 by Steven M Manilla, P.E., County Executive of Travis County, Texas known to me  
personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas

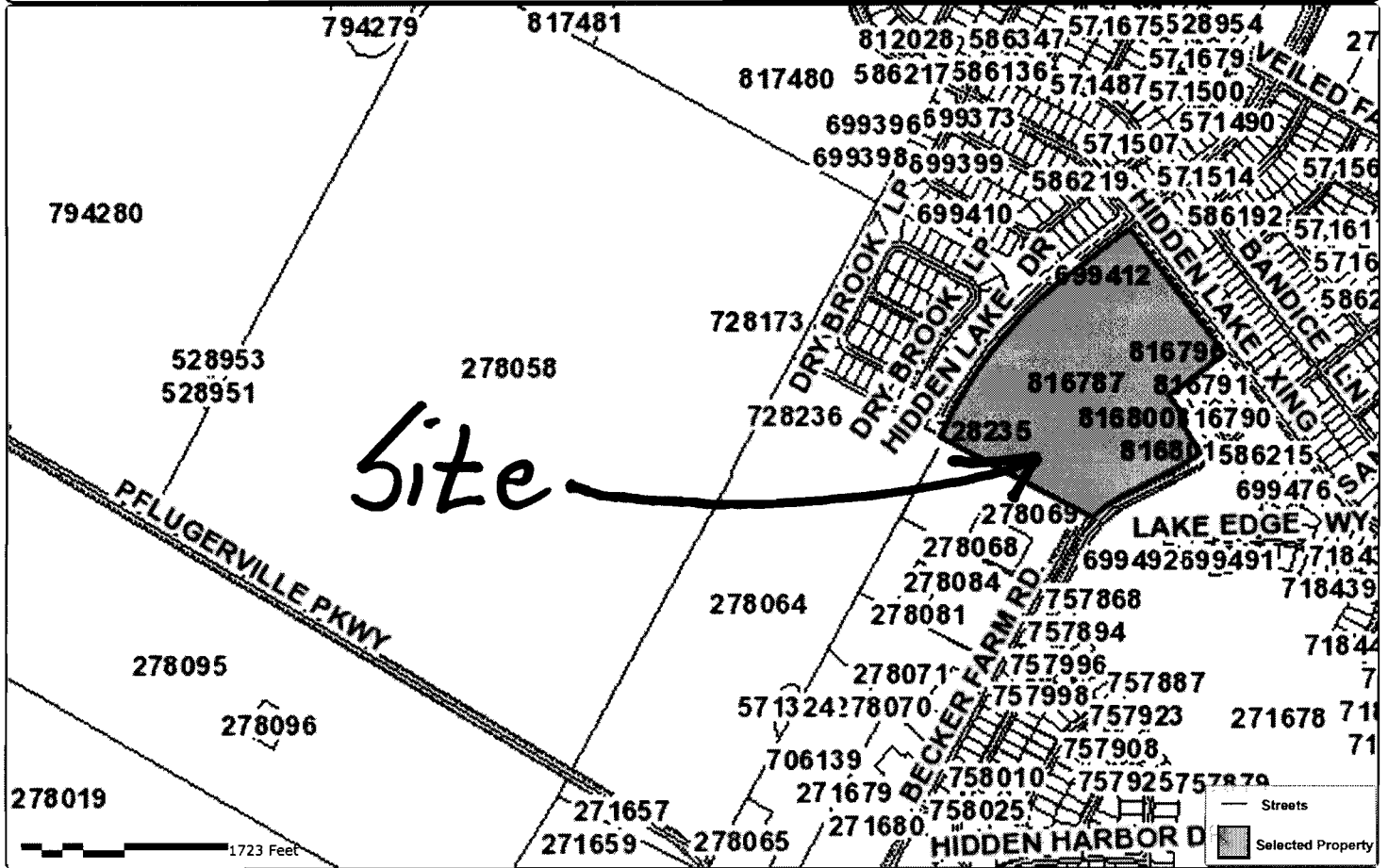


Carolyn R. Barrett  
(Printed Name of Notary)



My Commission Expires:

## Travis CAD - Map of Property ID 816787 for Year 2013



### Property Details

#### Account

Property ID: 816787  
 Geo ID: 0276551703  
 Type: Real  
 Legal Description: ABS 529 SUR 9 MARTIN G M ACR 28.6687 (1-D-1)

#### Location

Situs Address: HIDDEN LAKE XING TX 78660  
 Neighborhood: Land Region 317  
 Mapsco: 439P  
 Jurisdictions: 0A, 03, 19, 2H, 2J, 9B

#### Owner

Owner Name: BUFFINGTON VOHL 5A 6A 6B LTD  
 Mailing Address: BLDG B, 3600 N CAPITAL OF TEXAS HWY, , AUSTIN, TX 78746-3314

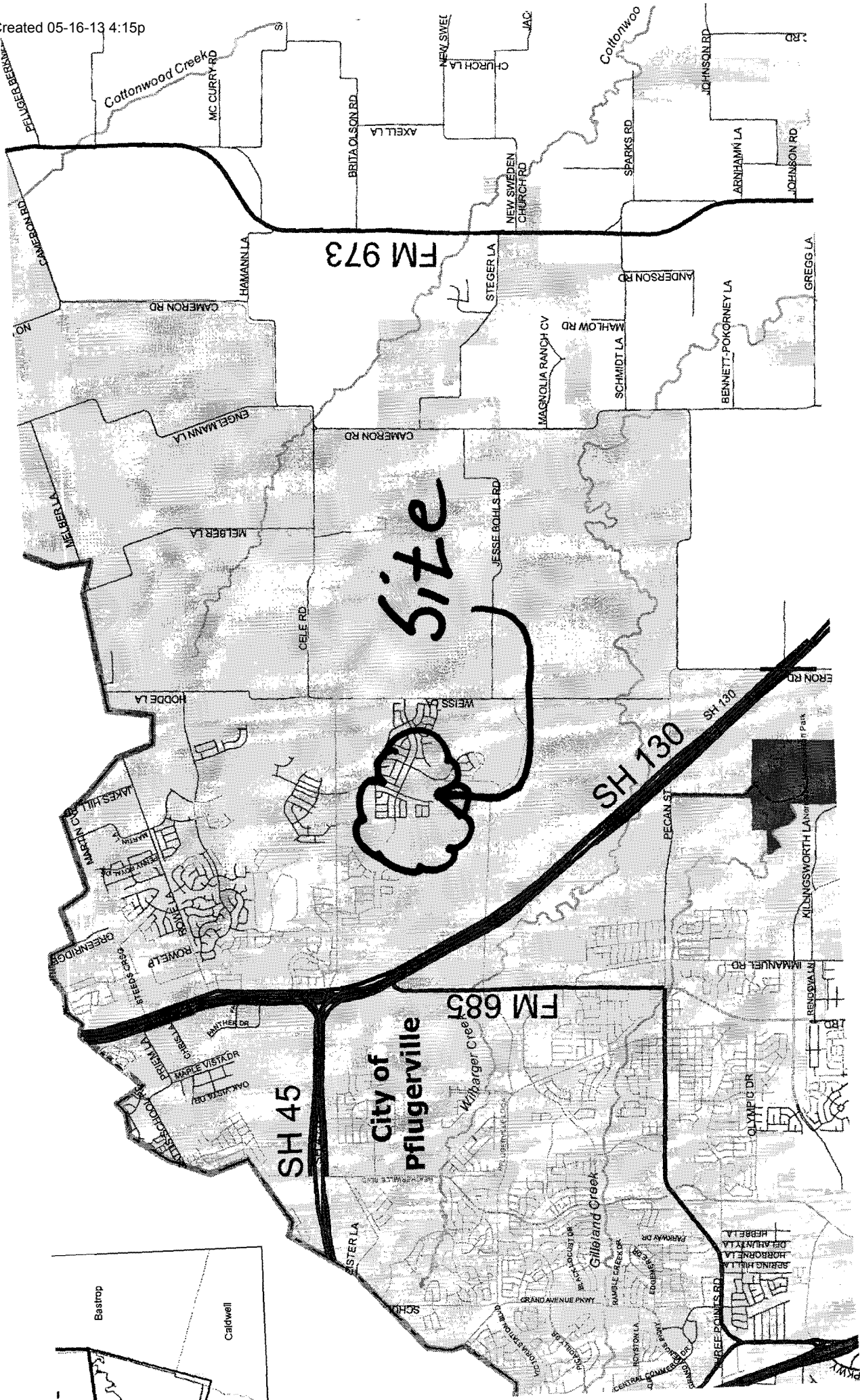
#### Property

Appraised Value: \$42,670.00

<http://propaccess.traviscad.org/Map/View/Map/1/816787/2013>

powered by:  
**PropertyACCESS**  
 www.trueautomation.com

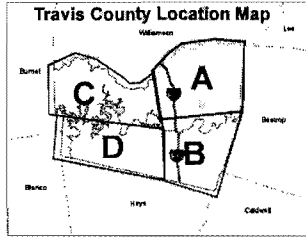
Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.



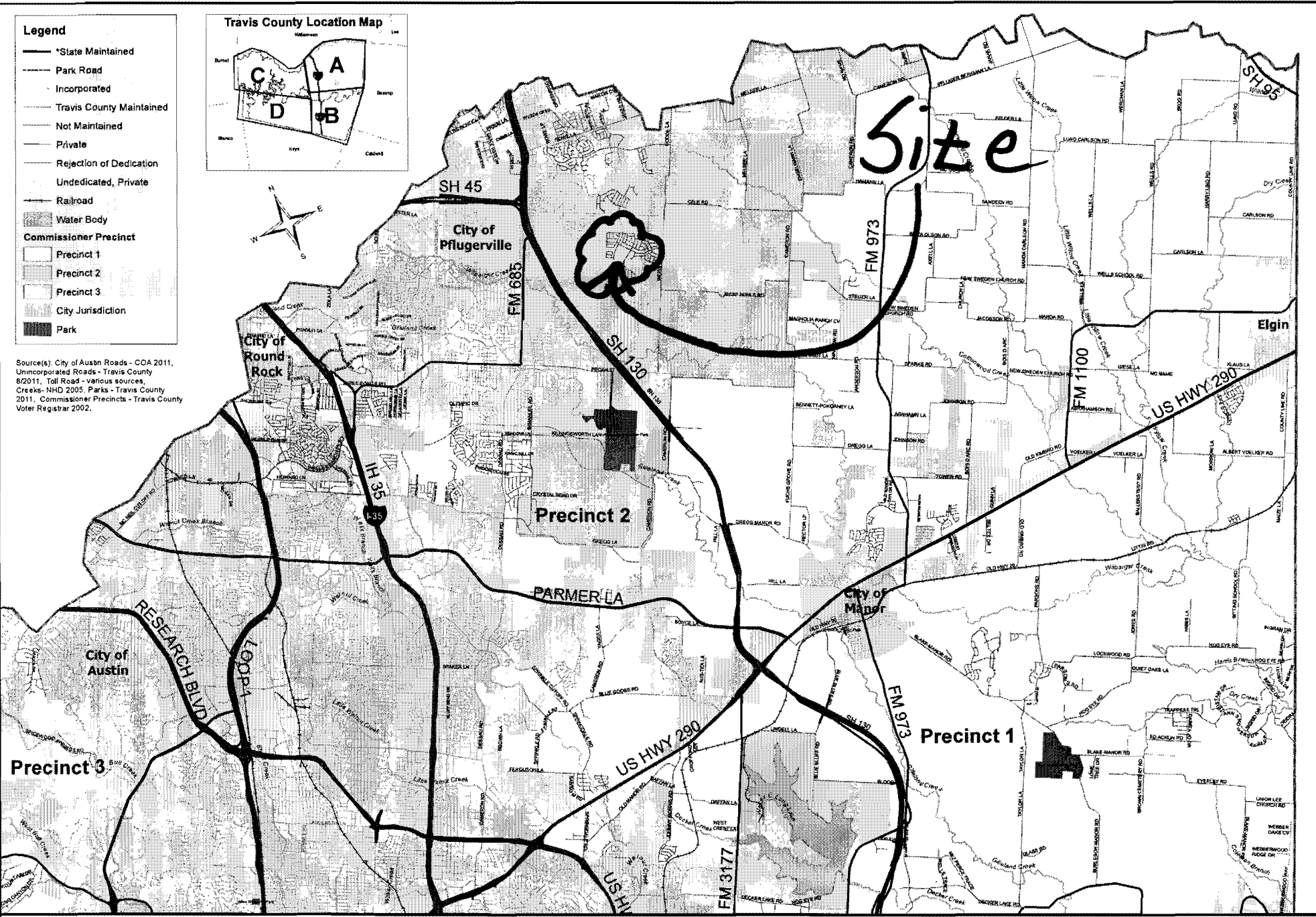


**Legend**

- \*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

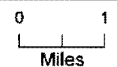


Sources: City of Austin Roads - COA 2011, Unincorporated Roads - Travis County 8/2011, Toll Road - various sources, Creeks - NHD 2005, Parks - Travis County 2011, Commissioner Precincts - Travis County Voter Registrar 2002.



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

# Travis County Roadways, Map A



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources, Date: 5/9/2011



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

**Meeting Date:** May 21, 2013

**Prepared By:** Steve Manilla, P.E. **Phone #:** 854-9429

**Division Director/Manager:** Steve Sun, P.E.

**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 request in Precinct Three:  
Approve Amendment #1 to Advance Funding Agreement For a Local Government Contributions Rehabilitation Project On-System for Intersection Improvements on US 290 West.

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

In late 2011, the Court approved an "Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with no Required Match On System" (AFA). The improvements include constructing a modified Continuous Flow Intersection at US290W at SH71. The improvements are intended to reduce traffic congestion at this intersection resulting in an improved level of service. The improvements are temporary in that the effectiveness of them will decrease as traffic volumes increase. However, they will help to relieve congestion until the long term improvements at this intersection are completed or are well underway. The funding partners include the county, the City of Austin, and TxDOT who will also be providing design and construction management services. Earlier this year, TxDOT advised that it became necessary to terminate the original AFA and replace it with a new one that would include federal funding participation. The Court approved these actions. The responsibilities of the county did not change and the county's funding was still fixed at \$1.5M. On April 24, 2013, TxDOT advised TNR that an amendment to the substitute AFA is needed to correct the City of Austin funding amount shown in Attachment C to the AFA (reduced from \$1,710,000 to \$1,294,142). This is the only change being made at this time. TNR has already delivered its cost share to TxDOT.

### **STAFF RECOMMENDATIONS:**

The proposed amendment does not change Travis County's responsibilities or fund amount. Staff recommends approval of Amendment #1.

### **ISSUES AND OPPORTUNITIES:**

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

**FISCAL IMPACT AND SOURCE OF FUNDING:**

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

**EXHIBITS/ATTACHMENTS:**

Original AFA  
 Amendment #1 to original AFA

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Steve Sun, P.E.	Asst Pub Wks Dir-CIP	TNR	854-4660
Chris Gilmore	Asst Cnty Attny	County Attny	854-9455

**CC:**

Donna Williams-Jones	TNR Financial Analyst	TNR	854-7677
Allen Miller	Financial Analyst	PBO	854-9726

: :  
**3101 - Public Works/CIP-**

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

**ORIGINAL**

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

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

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

**WITNESSETH**

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

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

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

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

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

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

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

## AGREEMENT

### 1. Period of the Agreement

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

### 2. Scope of Work

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

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

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

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

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

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

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

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

#### **4. Termination of this Agreement**

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

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

#### **5. Amendments**

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

#### **6. Remedies**

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

#### **7. Utilities**

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

#### **8. Environmental Assessment and Mitigation**

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

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

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

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

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

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

**10. Architectural and Engineering Services**

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

**11. Construction Responsibilities**

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



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

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

**12. Project Maintenance**

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

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

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

**14. Notices**

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

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

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

**15. Legal Construction**

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

**16. Responsibilities of the Parties**

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

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

**17. Ownership of Documents**

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

**18. Compliance with Laws**

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

**19. Sole Agreement**

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

**20. Cost Principles**

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

**21. Procurement and Property Management Standards**

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

**22. Inspection of Books and Records**

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

**23. Civil Rights Compliance**

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

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

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

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

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

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

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

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

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

## **26. Lobbying Certification**

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

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

## **27. Insurance**

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

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

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

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

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

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

## **29. Single Audit Report**

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

## **30. Signatory Warranty**

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

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

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

**THE LOCAL GOVERNMENT**


Samuel T. Bischoe  
Signature

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

Trouis County Judge  
Title

3-5-13  
Date

**THE STATE OF TEXAS**

  
Kenneth Stewart  
Deputy Director of Contract Services  
Texas Department of Transportation

04/03/13  
Date

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

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



# Minutes for the Travis County Commissioners Court Tuesday, March 5, 2013 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • [www.co.travis.tx.us](http://www.co.travis.tx.us) • PO Box 149325, Austin, TX 78714-9325

## Call to Order

Meeting called to order on March 5, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Bliscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Absent
Margaret J. Gómez	Precinct 4, Commissioner	Present

## Citizens Communication

Members of the Court heard from:

- Stacey Scheffel, Program Manager, On-site Sewage Facilities, Transportation and Natural Resources (TNR)
- Anna Bowlin, Program Manager, Planning and Engineering, TNR
- Gus Peña, Travis County Resident
- Jessica Rio, Budget Director, Planning and Budget Office (PBO)
- Victoria Ramirez, Budget Analyst, PBO
- Morris Priest, Travis County Resident
- Ronnie Gjemre, Travis County Resident

## Special Item

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:  
Hershel Lee, Travis County Fire Marshal

**RESULT: DISCUSSED** **Reset for: 3/12/2013**

*Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains in place.*

## Resolutions and Proclamations

2. Approve Proclamation recognizing the importance of public and private partnerships to the democratic voting process and commend the commitment of retailers Randalls, Fiesta and HEB as vital to elections in Travis County, Texas.



**Transportation and Natural Resources Dept. Items**

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

**RESULT: ADDED TO CONSENT**

8. Consider and take appropriate action on a plat for recording: The Reserve at Lake Travis Lot 41A Block A and Cliffside at the Reserve at Lake Travis lots 43A and 44A Block A Revised Plat (Revised Final Plat –two lots -Ruffian Heights Lane -no ETJ) in Precinct Three. (Commissioner Daugherty)

**RESULT: ADDED TO CONSENT**

9. Consider and take appropriate action on a request for a variance to Section 82.202(D)(5) for the Hidden Mesa subdivision resubdivision of Lot 42 (variance only -three lots -Mesa Oaks -City of Leander ETJ) in Precinct Three. (Commissioner Daugherty)

**RESULT: ADDED TO CONSENT**

10. Consider and take appropriate action on the Transportation and Natural Resources Road Maintenance FY 2013 Workplan.

Members of the Court heard from:

Don Ward, Assistant Director, Public Works, TNR  
Jessica Rio, Budget Director, PBO  
Steve Manilla, County Executive, TNR

**MOTION:** Approve Item 10

**RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez

**ABSENT:** Gerald Daugherty

11. Consider and take appropriate action on the following requests:

- a. Termination of 2011 Advance Funding Agreement for voluntary local government contributions to transportation improvement projects with no required match on-system for improvements at intersection of SH71 and US290W; and
- b. Approval of new Advance Funding Agreement for voluntary local government contributions to transportation improvement projects with no required match on-system for improvements at intersection of SH71 and US290W in Precinct 3. (Commissioner Daugherty)

**RESULT: ADDED TO CONSENT**

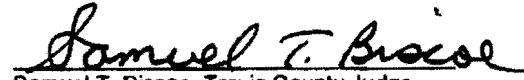
**Health and Human Services Dept. Items**

12. Receive report from the monitoring visit on the Travis County school lands, Throckmorton County property, and take appropriate action.

**Minutes approved by the Commissioners Court**

4.2.13

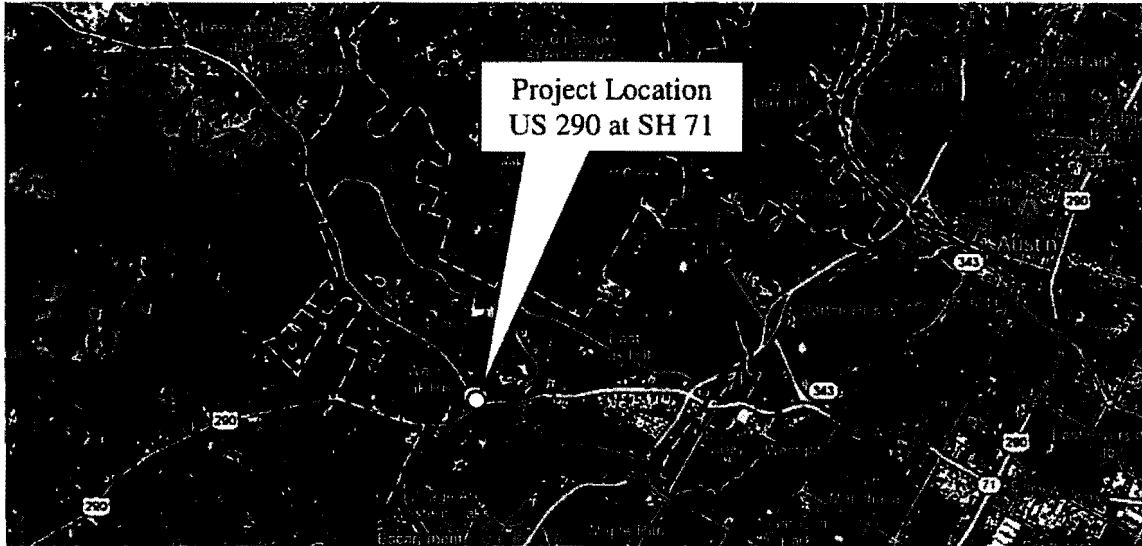
\_\_\_\_\_  
Date of Approval



\_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge

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

**ATTACHMENT B**  
**LOCATION MAP SHOWING PROJECT**



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

## ATTACHMENT C PROJECT BUDGET

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

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

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

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

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

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #1**

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

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

**WHEREAS**, the State and the Local Government executed a contract on April 3, 2013 to effectuate their agreement to participate in intersection improvements by funding that portion of the improvement described as construction flow intersections on US 290 at SH 71; and,

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

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

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

**1. Description of Amended Items**

Attachment C, Project Budget of the original contract is deleted and replaced with Attachment C-1, Project Budget.

All other provisions of the original contract are unchanged and remain in full force and effect.

**2. Signatory Warranty**

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

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

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

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

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

\_\_\_\_\_  
Date

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

## ATTACHMENT C-1 PROJECT BUDGET

Costs will be allocated based on 34.4% Federal funding, 8.6% State funding, 30.6% Travis County, and 26.4% Local Government funding until the federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the costs.

Description	Estimated Cost	Federal Participation		State Participation		Travis County		Local Government City of Austin		
		%	Cost	%	Cost	%	Cost	%	Cost	
Construction (By State)	\$4,900,000	34.4%	\$1,684,686	8.6%	\$421,172	30.6%	\$1,500,000	26.4%	\$1,294,142	
Construction Engineering (By State)	\$287,000	0%	\$0	100%	\$287,000	0%	\$0	0%	\$0	
<b>Subtotal</b>	<b>\$5,187,000</b>		<b>\$1,684,686</b>		<b>\$708,172</b>		<b>\$1,500,000</b>		<b>\$1,294,142</b>	
Direct State Cost = \$47,870	PE (40%)	\$19,148	0%	\$0	100%	\$19,148	0%	\$0	0%	\$0
	Environmental (20%)	\$9,574	0%	\$0	100%	\$9,574	0%	\$0	0%	\$0
	ROW (20%)	\$9,574	0%	\$0	100%	\$9,574	0%	\$0	0%	\$0
	Utility (20%)	\$9,574	0%	\$0	100%	\$9,574	0%	\$0	0%	\$0
Construction Direct State Costs	\$27,990	0%	\$0	100%	\$27,990	0%	\$0	0%	\$0	
Indirect State Costs (5.1%)	\$268,406	0%	\$0	100%	\$268,406	0%	\$0	0%	\$0	
<b>Subtotal</b>	<b>\$344,266</b>		<b>\$0</b>		<b>\$344,266</b>		<b>\$0</b>		<b>\$0</b>	
<b>Total</b>	<b>\$5,531,266</b>		<b>\$1,684,686</b>		<b>\$1,052,438</b>		<b>\$1,500,000</b>		<b>\$1,294,142</b>	

Local Government's Participation = **\$1,500,000**. This amount is fixed.

The Local Government shall remit **\$1,500,000** upon execution of this amendment.



## Travis County Commissioners Court Agenda Request

**Meeting Date:**

May 21, 2013

**Prepared By/Phone Number:**

Juanita Jackson

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

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Receive Update from the Health and Human Services and Veterans Service Department and the City of Austin Health and Human Services Department Regarding Recommended Increases to Environmental Health Fees, beginning in Fiscal Year 2014.

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

The Environmental Health Services Division of the City of Austin Health and Human Services Department provides services to promote and protect the public's health under the Travis County Policy, Procedures and Regulations, Chapter 47.

### **STAFF RECOMMENDATIONS:**

Staff recommends consideration and approval of the recommended increase to Environmental Health Fees.

### **ISSUES AND OPPORTUNITIES:**

With the increase in fees, the Environmental Health Services Division will increase the service delivered to the unincorporated areas.

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

Staff projects the fiscal impact to be neutral, in that the increased fees are projected to cover an increase in service provision in the unincorporated areas of Travis County.

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.



**REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt, Assistant County Attorney

Leslie Browder, County Executive, Planning and Budget Office

Cyd Grimes, C.P.M., Travis County Purchasing Agent

Nicki Riley, Travis County Auditor

Kathleen Hass, HHS Finance Manager

Diana Ramirez, Budget Analyst IV, Planning and Budget Office

Aerin Toussaint, Budget Analyst



# City of Austin and Travis County

## Environmental Health Services Division Services Provided and Proposed

Presented by

Sherri E. Fleming, County Executive

Kymberley Maddox, Chief Administrative Officer

David Lopez, Chief Sanitarian

Vince Delisi, Assistant Division Manager

Gwen Meighan, Supervisor

Travis County Commissioner's Court - May 21, 2013

# Program goals and objectives:

- **Austin/Travis County HHSD, Environmental Health Services Division operates programs designed to promote and protect the public health.**
- **The provision of public health services by the City and under agreement with the County is intended to result in a service delivery that is effective, efficient and accessible.**
- **Minimizing the public's exposure to health and environmental hazards through community outreach, education and regulatory enforcement.**

# Program clients served:

- **Any persons operating or patronizing food enterprises located in Travis County, whether it is conducted in a mobile, stationary, temporary or permanent facility or location**
- **Travis County residents using public or semi-public pools**
- **Travis County residents submitting complaints concerning any general environmental or public health nuisances**
- **Travis County residents wanting to adopt or foster a child; and day care operators**
- **Travis County residents requesting consultation and education on rodent and mosquito control measures**

# Program services and delivery:

## Consumer Health Related Services

- **Retail Food Establishment permitting, inspection, and investigations**
- **Food Products Establishment permitting, inspection, and investigations**
- **Foodborne illness investigations, food sanitation investigations**
- **Food Enterprise plan review and approval of new construction and remodels**

# Program services and delivery:

## General Environmental Health Related

- **Public and Semi-Public Swimming Pools and Spas Plan Review, Permitting, Inspection and Investigation**
- **Public and Semi-Public Swimming Pools and Spas Plan Review for new construction and remodels**
- **Custodial Care Environmental Health and Safety Inspections**
- **Junkyard and Automotive Wrecking and Salvage-yard Permitting, Inspection and Investigations**

# Program services and delivery:

## Nuisance Investigations and Other Services

- **Public Nuisance Complaint Investigations – high grass and weeds, improper disposal of solid waste, junk and abandoned vehicles on private property, exposed wastewater/sewage, sub-standard housing**
- **Public Nuisance Abatement – abatement of nuisances on private property when property owners are either unwilling or unable**
- **Application of routine and elevated mosquito control measures in Travis County.**
- **Miscellaneous Health Related Inspections – mass gatherings, flea markets, farmers markets, and others.**

# Fee Based Services Provided:

Food Service, Retail Food Permitting and Inspection	Travis County	CoA/ILA FEES
1 to 15 employees	\$150	Range from low of
16 to 30 employees	\$250	\$310 to high of \$990
Over 30 employees	\$300	
Mobile Food Vendor Permitting and Inspection		Application Fee \$125
Unrestricted/unit	\$60	\$210
Restricted/unit	\$60	\$90
Temporary Food Establishments Permitting and Inspection		
2 calendar days or less	\$20/booth	\$35/booth
3-5 calendar days	\$30/booth	\$70/booth
6-14 calendar days	\$40/booth	\$90/booth
Plan Review of New Construction or Remodel of Food Establishments		
>10,000 sq. ft.	\$10	\$185
2,500-10,000 sq. ft.	\$10	\$125
<2,500 sq. ft.	\$10	\$65
Swimming Pool Permitting and Inspection	\$95 each	\$200
Spa Permit	\$95 each	\$200
Plan Review of New Construction or Remodel of Pools and Spas	\$50	\$150



# Services Provided Without Fee:

	Travis Co.	CoA/ILA FEES
Food Processing Plant or Warehouse Permitting and Inspection	\$0.00	\$310-\$990
<b>Food Establishment Related Inspections:</b>		
Permit Approval Inspections of New or Remodeled Food Establishment (C.O.)	\$0.00	\$125
Change of Ownership Inspection (Permit Approval of Pre-existing Establishment)	\$0.00	\$125
Food Enterprise Variance Request Review	\$0.00	\$150
Inspection outside of normal work hours	\$0.00	\$100
Re-Inspections for Compliance	\$0.00	\$125
<b>Day Care Inspections</b>	\$0.00	\$60
<b>Pool Related Inspections:</b>		
Permit approval inspection	\$0.00	\$100
Re-Inspections for Compliance	\$0.00	\$100
Inspection outside of normal work hours	\$0.00	\$100
Permit Renewal Late Fee	\$0.00	\$100
<b>General Environmental Services for which no fees are charged:</b>		
Health and Safety Code Compliance Services		
Rodent and Vector Control Services		

# Travis County Revenues:

## Environmental Health Services Division

	FY11	FY12	FY13 (Projected)
Revenue Collected	\$ 84,495	\$ 102,480	\$ 114,120
Revenue with Proposed Fees	\$ 152,960	\$ 174,955	\$ 187,360
Difference	\$ 68,465	\$ 72,475	\$ 73,240

# Services not currently provided:

Proposed changes to The Travis County Policy, Procedures, and Regulations Manual, Ch. 47.

- Certified Food Manager Registration - Food safety training required by the City of Austin for all Food Enterprises.
- Food Handler Registration - Basic Food Safety training required by the City of Austin of all food handlers.
- Farmers Market Permitting - City of Austin currently offers special permitting for farmers markets. New permitting structure and regulations being proposed for adoption.

# Questions?



**Austin/Travis County Health and Human Services Department  
Environmental Health Services Division**

1520 Rutherford Lane

Austin, Texas 78757

Phone: 978-0300 Fax 978-0322

Travis County Fee Proposals

TABLE OF CONTENT:

Activities that are charged a fee in Travis County	Page 1
FY 2011 Activities	Page 2
FY 2012 Activities	Page 3
Projected FY 2013 Activities	Page 4
Activities Conducted in Travis County that has No Fees Attached:	
FY 2011	Page 5
FY 2012 & Projected FY 2013	Page 6
Activities being Requested in Travis County	Page 7
FY 2012 and Projected FY2013	Page 8
Fee Summary Page	Page 9

**FEE SUMMARY PAGE**

<b>Revenues Collected:</b>		<b>Fiscal Year</b>	<b>Amt. Collected</b>	<b>Amt. with projected fees that would have been collected</b>	<b>DIFFERENCE</b>
		<b>2011</b>	<b>\$ 84,495.00</b>	<b>\$ 152,960.00</b>	<b>\$ 68,465.00</b>
		<b>2012</b>	<b>\$ 102,480.00</b>	<b>\$ 174,955.00</b>	<b>\$ 72,475.00</b>
<b>for</b>	<b>Projected</b>	<b>2013</b>	<b>\$ 114,120.00</b>	<b>\$ 187,360.00</b>	<b>\$ 73,240.00</b>

NOTES:

1. As per §437.012(g) a fee ...may not exceed \$300.00
2. With the proposed fees, FY2012 revenues would have increased by 71%

<b>ACTIVITES THAT ARE CHARGED A FEE IN TRAVIS COUNTY</b>				
	<b>FEE BASIS</b>	<b>CURRENT TRAVIS COUNTY FEES</b>	<b>PROPOSED TRAVIS COUNTY FEES</b>	<b>CURRENT CITY OF AUSTIN FEES</b>
<b>FOOD SERVICE PERMITS</b>				
	1-4 Employees	\$ 150.00	\$ 160.00	\$ 310.00
	5-9 Employees	\$ 150.00	\$ 200.00	\$ 310.00
	10-15 Employees	\$ 150.00	\$ 250.00	\$ 435.00
	16-30 Employees	\$ 250.00	\$ 275.00	\$ 620.00
	>30 Employees	\$ 300.00	\$ 300.00	\$620 TO \$990
<b>TEMPORARY EVENTS</b>				
	1-2 DAYS	\$ 20.00	\$ 35.00	\$ 35.00
	3-5 DAYS	\$ 30.00	\$ 70.00	\$ 70.00
	6-14 DAYS	\$ 40.00	\$ 90.00	\$ 90.00
<b>MOBILE VENDING</b>	PERMITS/ INSPECTION			
	UNRESTRICTED UNITS	\$ 60.00	\$ 210.00	\$ 210.00
	RESTRICTED UNITS	\$ 60.00	\$ 90.00	\$ 90.00
<b>PLAN REVIEWS</b>				
<b>FOOD SERVICE</b>	NEW CONSTRUCTION/C hOw/REMODEL			
	>10,000 sq ft	\$ 10.00	\$ 185.00	\$ 185.00
	10,000 - 2,500 sq ft	\$ 10.00	\$ 125.00	\$ 125.00
	<2,500 sq ft	\$ 10.00	\$ 65.00	\$ 65.00
<b>Pools/Spas Plan Reviews (TOTAL)</b>	Per individual pool/spa	\$ 50.00	\$ 150.00	\$ 150.00
<b>POOLS/SPAS</b>	PERMITS/INSPECT ION	\$ 95.00	\$ 200.00	\$ 200.00

	FEE BASIS	# OF ESTABLISHMENT-UNITS INSPECTIONS FY11	COLLECTED FY11 REVENUES	REVENUES WITH PROPOSED FEES (FY11)
<b>FOOD SERVICE PERMITS</b>				
	1-4 Employees	128	\$ 19,200.00	\$ 20,480.00
	5-9 Employees	114	\$ 17,100.00	\$ 22,800.00
	10-15 Employees	33	\$ 4,950.00	\$ 8,250.00
	16-30 Employees	30	\$ 7,500.00	\$ 8,250.00
	>30 Employees	24	\$ 7,200.00	\$ 7,200.00
<b>TOTALS</b>		329	\$ 55,950.00	\$ 66,980.00
<b>TEMPORARY EVENTS</b>				
	1-2 DAYS	72	\$ 1,440.00	\$ 2,520.00
	3-5 DAYS	2	\$ 60.00	\$ 140.00
	6-14 DAYS	0	\$ 0.00	\$ 0.00
<b>TOTALS</b>		74	\$ 1,500.00	\$ 2,660.00
<b>PLAN REVIEWS</b>				
<b>FOOD SERVICE</b>	NEW CONSTRUCTION/C hOw/REMODEL			
	>10,000 sq ft	4	\$ 40.00	\$ 740.00
	10,000 - 2,500 sq ft	6	\$ 60.00	\$ 750.00
	<2,500 sq ft	5	\$ 50.00	\$ 325.00
<b>TOTALS</b>		15	\$ 150.00	\$ 1,815.00
<b>Pools/Spas Plan Reviews (TOTAL)</b>	Per individual pool/spa	3	\$ 150.00	\$ 450.00
<b>MOBILE VENDING</b>	PERMITS/INSPECTION			
	UNRESTRICTED UNITS	114	\$ 6,840.00	\$ 23,940.00
	RESTRICTED UNITS	80	\$ 4,800.00	\$ 7,200.00
<b>TOTALS</b>		194	\$ 11,640.00	\$ 31,140.00
<b>POOLS/SPAS</b>	PERMITS/INSPECTION	159	\$ 15,105.00	\$ 31,800.00
<b>TOTALS</b>			\$ 84,495.00	\$ 134,845.00



	<b>FEE BASIS</b>	<b># OF ESTABLISHMENT-UNITS INSPECTIONS FY12</b>	<b>COLLECTED FY12 REVENUES</b>	<b>REVENUES WITH PROPOSED FEES (FY12)</b>
<b>FOOD SERVICE PERMITS</b>				
	1-4 Employees	164	\$ 24,600.00	\$ 26,240.00
	5-9 Employees	130	\$ 19,500.00	\$ 26,000.00
	10-15 Employees	53	\$ 7,950.00	\$ 13,250.00
	16-30 Employees	41	\$ 10,250.00	\$ 11,275.00
	>30 Employees	26	\$ 7,800.00	\$ 7,800.00
<b>TOTALS</b>		414	\$ 70,100.00	\$ 84,565.00
<b>TEMPORARY EVENTS</b>				
	1-2 DAYS	66	\$ 1,320.00	\$ 2,310.00
	3-5 DAYS	1	\$ 30.00	\$ 70.00
	6-14 DAYS	6	\$ 240.00	\$ 540.00
<b>TOTALS</b>		73	\$ 1,590.00	\$ 2,920.00
<b>PLAN REVIEWS</b>				
<b>FOOD SERVICE</b>	NEW CONSTRUCTION/C hOw/REMODEL			
	>10,000 sq ft	5	\$ 50.00	\$ 925.00
	10,000 - 2,500 sq ft	15	\$ 150.00	\$ 1,875.00
	<2,500 sq ft	4	\$ 40.00	\$ 260.00
<b>TOTALS</b>		24	\$ 240.00	\$ 3,060.00
<b>Pools/Spas Plan Reviews (TOTAL)</b>	Per individual pool/spa	1	\$ 10.00	\$ 185.00
<b>MOBILE VENDING</b>	PERMITS/INSPECTION			
	UNRESTRICTED UNITS	153	\$ 9,180.00	\$ 32,130.00
	RESTRICTED UNITS	90	\$ 5,400.00	\$ 8,100.00
<b>TOTALS</b>		243	\$ 14,580.00	\$ 40,230.00
<b>POOLS/SPAS</b>	PERMITS/INSPECTION	168	\$ 15,960.00	\$ 33,600.00
<b>TOTALS</b>			\$ 102,480.00	\$ 164,560.00

	FEE BASIS	# OF ESTABLISHMENT-UNITS INSPECTIONS FY13	REVENUES PROJECTED FOR FY13 (WITH CURRENT FEES)	REVENUES WITH PROPOSED FEES (FY13)
<b>FOOD SERVICE PERMITS</b>				
	1-4 Employees	165	\$ 24,750.00	\$ 26,400.00
	5-9 Employees	129	\$ 19,350.00	\$ 25,800.00
	10-15 Employees	50	\$ 7,500.00	\$ 12,500.00
	16-30 Employees	43	\$ 10,750.00	\$ 11,825.00
	>30 Employees	30	\$ 9,000.00	\$ 9,000.00
<b>TOTALS</b>		417	\$ 71,350.00	\$ 85,525.00
<b>TEMPORARY EVENTS</b>				
	1-2 DAYS	80	\$ 1,600.00	\$ 2,800.00
	3-5 DAYS	165	\$ 4,950.00	\$ 11,550.00
	6-14 DAYS	45	\$ 1,800.00	\$ 4,050.00
<b>TOTALS</b>		290	\$ 8,350.00	\$ 18,400.00
<b>PLAN REVIEWS</b>				
<b>FOOD SERVICE</b>	NEW CONSTRUCTION/C hOw/REMODEL			
	>10,000 sq ft	5	\$ 50.00	\$ 925.00
	10,000 - 2,500 sq ft	12	\$ 120.00	\$ 1,500.00
	<2,500 sq ft	14	\$ 140.00	\$ 910.00
<b>TOTALS</b>		31	\$ 310.00	\$ 3,335.00
Pools/Spas Plan Reviews (TOTAL)	Per individual pool/spa	9	\$ 450.00	\$ 1,350.00
<b>MOBILE VENDING</b>	PERMITS/INSPECTION			
	UNRESTRICTED UNITS	155	\$ 9,300.00	\$ 32,550.00
	RESTRICTED UNITS	140	\$ 8,400.00	\$ 12,600.00
<b>TOTALS</b>		295	\$ 17,700.00	\$ 45,150.00
<b>POOLS/SPAS</b>	PERMITS/INSPECTION	168	\$ 15,960.00	\$ 33,600.00
<b>TOTALS</b>			\$ 114,120.00	\$ 187,360.00

**ACTIVITES CONDUCTED IN TRAVIS COUNTY THAT HAS NO FEES ATTACHED**

MISC FOOD SERVICES PERFORMED	FEE BASIS	CURRENT TC FEES	PROPOSED TC FEES	COA FEES
	REINSPECTIONS	\$0.00	\$ 125.00	\$ 125.00
	Certificate of Occupancy	\$0.00	\$ 125.00	\$ 125.00
	Change of Ownership	\$0.00	\$ 125.00	\$ 125.00
POOL SERVICES PERFORMED				
	REINSPECTIONS	\$0.00	\$ 125.00	\$ 125.00
Custodial Care				
	Inspections	\$0.00	\$ 60.00	\$ 60.00

**FY2011**

MISC FOOD SERVICES PERFORMED	FEE BASIS	# OF ESTABLISHMENT-UNITS INSPECTIONS FY11	COLLECTED FY11 REVENUES	REVENUES WITH PROPOSED FEES FY11
	REINSPECTIONS	40	\$0.00	\$ 5,000.00
	COs/ChOws	35	\$0.00	\$ 4,375.00
POOL SERVICES PERFORMED				
	REINSPECTIONS	20	\$0.00	\$ 2,500.00
Custodial Care				
	INSPECTIONS	104	\$0.00	\$ 6,240.00
TOTAL		199	\$0.00	\$ 18,115.00

FY2012				
MISC FOOD SERVICES PERFORMED	FEE BASIS	# OF ESTABLISHMENT-UNITS INSPECTIONS FY12	COLLECTED FY12 REVENUES	REVENUES WITH PROPOSED FEES FY12
	REINSPECTIONS	10	\$0.00	\$ 1,250.00
	COs/ChOws	19	\$0.00	\$ 2,375.00
POOL SERVICES PERFORMED				
	REINSPECTIONS	10	\$0.00	\$ 1,250.00
Custodial Care				
	INSPECTIONS	92	\$0.00	\$ 5,520.00
<b>TOTAL</b>		<b>131</b>	<b>\$0.00</b>	<b>\$ 10,395.00</b>

PROPOSED FY13				
MISC FOOD SERVICES PERFORMED	FEE BASIS	# OF ESTABLISHMENT-UNITS INSPECTIONS FY13	REVENUES PROJECTED FOR FY13 (WITH CURRENT FEES)	REVENUES PROJECTED WITH PROPOSED FEES FOR FY13
	REINSPECTIONS	25	\$0.00	\$ 3,125.00
	COs/ChOws	55	\$0.00	\$ 6,875.00
POOL SERVICES PERFORMED				
	REINSPECTIONS	1	\$0.00	\$ 125.00
Custodial Care				
	INSPECTIONS	48	\$0.00	\$ 2,880.00
<b>TOTAL</b>		<b>129</b>		<b>\$ 13,005.00</b>

COMPLAINT/REQUESTS:				
	FY2011	689	FY2012	677
			FY2013(PROJECTED)	D) 602

ACTIVITIES REQUESTING TO BE DONE IN TRAVIS COUNTY (§437.0076(a))				
MISC FOOD SERVICES PERFORMED	FEE BASIS	CURRENT TC FEES	PROPOSED TC FEES	COA FEES
	CERTIFIED FOOD MANAGERS (CFM) PER YEAR	\$0.00	\$ 10.00	\$ 10.00
	CERTIFIED FOOD HANDLERS (CFH) PER 2 YEARS*	\$0.00	\$ 10.00	\$ 10.00
	329	\$0.00	\$ 10.00	\$ 3,292.00
	4935	\$0.00	\$ 10.00	\$ 49,350.00
<b>TOTAL</b>				<b>\$ 52,642.00</b>

\* Average of 15 food handlers per establishment.

PERMITS THAT WOULD BE ISSUED	FY 2011	# OF ESTABLISHMENT FOR FY11	CURRENT TC FEES	WITH PROPOSED FEES
	CERTIFIED FOOD MANAGERS (CFM) PER YEAR	329	\$0.00	\$ 3,290.00
	CERTIFIED FOOD HANDLERS (CFH) PER 2 YEARS*	4935	\$0.00	\$ 49,350.00
<b>TOTALS</b>			<b>\$0.00</b>	<b>\$ 52,640.00</b>

<b>PERMITS THAT WOULD BE ISSUED</b>	<b>FY 2012</b>	<b># OF ESTABLISHMENT FOR FY12</b>	<b>CURRENT TC FEES</b>	<b>WITH PROPOSED FEES</b>
	CERTIFIED FOOD MANAGERS (CFM) PER YEAR	414	\$0.00	\$ 4,140.00
	CERTIFIED FOOD HANDLERS (CFH) PER 2 YEARS*	6210	\$0.00	\$ 62,100.00
<b>TOTALS</b>				<b>\$ 66,240.00</b>
<b>PERMITS THAT WOULD BE ISSUED</b>	<b>FY 2013</b>	<b># OF ESTABLISHMENT PROJECTED FOR FY13</b>	<b>CURRENT TC FEES</b>	<b>WITH PROPOSED FEES</b>
	CERTIFIED FOOD MANAGERS (CFM) PER YEAR	417	\$0.00	\$ 4,170.00
	CERTIFIED FOOD HANDLERS (CFH) PER 2 YEARS*	6255	\$0.00	\$ 62,550.00
<b>TOTALS</b>				<b>\$ 66,720.00</b>



## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

**Prepared By/Phone Number:** Juanita Jackson

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and Take Appropriate Action on Request from Meals on Wheels and More to Increase Its' Fiscal Year 2013 Contract by \$61,000.

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

In Fiscal Year 2013, Travis County Health and Human Services and Veterans Services has partnered with Meals on Wheels and More, who in conjunction has partnered with Area Agency on Aging, to provide meals and social recreation to seniors at five Travis County community centers. In recent years, Meals on Wheels and More reports that the agency has self-funded some services in an effort to maintain service levels.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the recommended increase to Meals on Wheels and More to meet the increased demand on services for FY 2013. Additional requests for funding have been submitted for the FY 2014 Budget Process.

### **ISSUES AND OPPORTUNITIES:**

Due to the increasing needs in the indigent and aging population, Meals on Wheels and More has had an increase in demand for the Congregate Meal Program. By providing the additional funding, the agency reports that it will be able to meet the current demand in this fiscal year.

Should additional funding not be available, the agency reports that it will need to explore options to reduce the number of meals and/or number of

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.

participants. The number of meals and participants affected would depend on how much services need to be reduced.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

See attached budget and presentation.

**REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt, Assistant County Attorney

Leslie Browder, County Executive, Planning and Budget Office

Cyd Grimes, C.P.M., Travis County Purchasing Agent

Nicki Riley, Travis County Auditor

Kathleen Hass, HHS Finance Manager

Diana Ramirez, Budget Analyst IV, Planning and Budget Office

Aerin Toussaint, Budget Analyst

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.



# Meals on Wheels and More Congregate Program

Providing meals and social  
programming at County  
Community Centers since 2008

# Program Impacts

- 77% say that outside of family, the Congregate Meal Program is the only social contact they have
- 87% say it's an "important weekly food source"

## From 2008 to 2012, the County Congregate Meals Program has seen incredible growth.

- 29% increase in participants  
2008 – 296                      2012 – 381
- 52% increase in meals  
2008 – 14,520                      2012 – 22,039
- 138% increase in activities  
2008 – 263                      2012 – 624

Unfortunately, from FY 2009 to FY 2013, funding has not kept pace with the growth

- 23% growth in CAPCOG funding  
FY09 – \$63,680    FY13 – \$78,250
- 8% growth in Travis County funding  
FY09 – \$76,000    FY13 – \$81,981

# From FY 2009 to FY 2013 (cont'd)

- During this period, program growth was subsidized
  - Additional CAPCOG funds
  - American Recovery and Reinvestment Act funding
  - Profits from food sales contracts
  - MOWAM general fund

# Attempts have been made to secure additional funding

- St. David's Foundation grant \$140,000 over 2 years
- Application pending to Texas Veterans Commission
- Application pending to A Glimmer of Hope



Even with these efforts  
additional funding is still  
needed.

With sequestration and other funding concerns, Meals on Wheels and More is unable to continue allocate additional funds to the Congregate Meals Program.

# Possible options

One or a combination of options may be needed

- Reduce number of meals and/or participants
- Adjust days and/or hours of operation
- Increase Travis County funding for the Congregate Program.





# We request Travis County increase funding for the Congregate Program this year:

Expenses	Amounts
Meals/Food	\$24,867
Food Transportation	\$2,366
Personnel & Benefits/Taxes	\$19,469
Programming Supplies	\$4,988
Printing	\$1,351
Overhead (15%)	\$8,037
<b>TOTAL</b>	<b>\$61,078</b>

This funding would help provide approximately 10,500 meals.

# Going Forward

- Revise next contract (January 2014) to reflect total amount needed to fund the program - \$157,247

## Congregate Meals Program Supplemental Request FY 13

Administrative Salaries - Regular Time		\$ 6,000 *
Direct Service Salaries - Regular Time		\$ -
Administrative Salaries - Overtime		\$ -
Direct Service Salaries - Overtime		\$ -
Benefits		\$ 13,469 **
<b>Subtotals: Personnel</b>		<b>\$ 19,469</b>
General Operating Expenses		\$ 12,373
<i>programming supplies</i>	\$ 4,988	
<i>printing/publishing</i>	\$ 1,351	
<i>telephone</i>	\$ 1,070	
<i>postage</i>	\$ 498	
<i>utilities</i>	\$ 2,924	
<i>building maintenance/custodial</i>	\$ 1,250	
<i>burglar alarm</i>	\$ 21	
<i>space rental</i>	\$ 87	
<i>internet services</i>	\$ 183	
Insurance/Bonding		\$ 2,198
Audit Expenses		\$ -
Consultants/Contractual		\$ -
Staff Travel - In County		\$ 1,456
Conferences/Seminars/Training		\$ -
<b>Subtotals: Operating Expenses</b>		<b>\$ 16,027</b>
Food/Beverage for Clients		\$ 23,172
Financial Assistance for Clients		\$ -
Other - Food Transportation		\$ 715
Other - Meal Supplies		\$ 1,695
<b>Subtotals: Direct Assistance</b>		<b>\$ 25,582</b>
<b>GRAND TOTAL</b>		<b>\$ 61,078</b>

\*The current contract with Travis County includes funding for all direct personnel costs and some administrative costs. The amount requested here for administrative costs would ensure that all personnel costs for the program are covered.

\*\*The current contract with Travis County includes some funding for benefits, but it does not cover the total benefit amount associated with the salaries that Travis County funds. The amount requested here would ensure that all benefits are covered proportional to the funded salaries.



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

**Meeting Date:** May 21, 2013

**Prepared By/Phone Number:** Yolanda Aleman, (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

5/21/2013

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		4013	198000	580010	Reserves	Fund 4013 Allocated Reserves		30,940.00	1
		4013	149020	522040	TNR	CapOutlay Mtrl-Infrast/Impvts	30,940.00		
A2		4015	198000	580010	Reserves	Fund 4015 Allocated Reserves		7,121.00	1
		4015	149020	522040	TNR	CapOutlay Mtrl-Infrast/Impvts	7,121.00		
A3		4017	198000	580010	Reserves	Fund 4017 Allocated Reserves		123,729.00	1
		4017	149020	522040	TNR	CapOutlay Mtrl-Infrast/Impvts	123,729.00		
A4		4028	198000	580010	Reserves	Fund 4028 Allocated Reserves		68,750.00	1
		4028	149020	522040	TNR	CapOutlay Mtrl-Infrast/Impvts	68,750.00		
A5		0001	198000	580210	Reserves	Planning Reserve		50,000.00	8
		0001	109002	511890	PBO	Other Consulting Services	50,000.00		

TRANSFERS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1		0001	158019	510200	HHS	Office Equipment		178.87	11
		0001	158019	506010	HHS	FICA - OASDI	9.30		
		0001	158019	506050	HHS	Retirement Contribution	14.46		
		0001	158019	506060	HHS	Worker's Compensation	2.93		
		0001	158019	506020	HHS	Medicare	2.18		
		0001	158019	511710	HHS	Cellular Allowance	150.00		



## PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

---

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

### MEMORANDUM

**TO:** Members of Commissioners Court

**FROM:** Alan Miller, Budget Analyst *AM*

**DATE:** May 14, 2013

**RE:** Approve Use of 1984 and 1997 Unspent Bond Funds and Related Transfers from 1984 Bond Reserves for Required Grant Match for Proposed Blake-Manor Shared Use Path Project

The Commissioners Court agenda for May 21, 2013, includes a proposed grant contract with Texas Department of Transportation for funds to construct a continuous, non-motorized link between Blake Manor Elementary, the Briarcreek Neighborhood, YMCA pool, and East Metro Park in Precinct 1.

The grant application was approved on June 28, 2011, with an indication that the matching funds would be needed in FY 2013. The total project is \$3,005,981. Under the terms of the grant, the County will receive \$2,208,400 in federal pass-through funds, \$145,866 for indirect costs from the State funds with the County responsible for an additional \$651,715 for the grant match.

Transportation and Natural Resources, in consultation with the County Attorney's Office, County Auditor's Office and PBO has confirmed that unspent 1984 and 1997 Bond funds can be used for the grant match requirement. The attached transfers request to move \$230,540 from 1984 bond funds 4013, 4015, 4017 & 4028, to partially meet the match requirements. The proposed transfers will reduce the reserve in funds 4013, 4015, 4017 to \$0 and leave 4028 with a balance of \$2,635. PBO will be working with the department and the Auditor's Office to close out any bond funds that are no longer needed to remain open.

The remaining match requirement of \$421,175 is requested to come from 1997 Bond Funds that are not in reserve line items and no transfers are required at this time. However, the department is requesting that the Commissioners Court approve the use of the 1997 funds for the match. PBO recommends approval of use of these funds and related transfers for the match in order for the project to receive grant resources, thereby reducing the cost of the project to the County.

cc: Leslie Browder, Jessica Rio, Travis Gatlin, PBO  
Steve Manilla, Cynthia McDonald, Donna Williams-Jones, TNR  
Matt Naper, County Auditor's Office



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

700 Lavaca Street 5<sup>th</sup> Floor, Suite 540  
Travis County Administration Building  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

May 7, 2013

**MEMORANDUM**

**TO:** Leslje Browder, County Executive, Planning and Budget Office

*Carol B. Joseph for*  
**FROM:** Steven M. Manilla, P.E., County Executive

**SUBJECT:** Approve 1984 Bond Allocated Reserve Budget Transfers for TX DoT Grant Match

**Proposed Motion:** Approve budget transfers totaling \$230,540 from 1984 bond allocated reserve funds 4013, 4015, 4017 and 4028 for a portion of matching funds for the design and construction of the Blake Manor Road Shared Use Path project.

**Summary and Staff Recommendation:** TNR is requesting that the Commissioner's Court approve the transfers listed below for the Blake Manor Road Shared Use Path grant project.

From Account	To Account	Amount	BA Number
1980000000 4013 580010	1490200000 4013 522040	\$ 30,940	400002466
1980000000 4015 580010	1490200000 4015 522040	\$ 7,121	400002467
1980000000 4017 580010	1490200000 4017 522040	\$123,729	400002468
1980000000 4028 580010	1490200000 4018 522040	<u>\$ 68,750</u>	400002480
		<b>\$230,540</b>	

In February 2013 TNR received notification of a grant award in the amount of \$2,208,400 for one of five projects we requested funding for under the Transportation Enhancement Program. The \$2,208,400 grant requires a 20% match in the amount of \$552,100 plus direct state cost fees of \$99,615 for a total County cost participation of \$651,715. TNR has identified 1984 and 1997 Precinct 1 bond savings as the best funding source for this match and the Planning and Budget Office (PBO) has provided concurrence that these savings can be used. TNR is requesting approval to use these bond savings and award of the grant contract under a separate agenda item.

**Budgetary and Fiscal Impact:** This will reduce the allocated reserve balances in funds 4013, 4015 and 4017 to zero and will reduce the reserve balance in fund 4028 to \$2,635.

**Required Authorizations:** Planning and Budget Office, Alan Miller.

**Exhibits:** Budget transfers for the \$230,540 along with additional supporting documentation.

Page 2

May 7, 2013

1984 Bond Allocated Reserve Budget Transfers for TX DoT Grant Match

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

DWJ:SMM:dwj

Attachments

cc: Alan Miller, PBO  
Travis Gatlin, PBO  
*cmw* Matthew Naper, Auditor's  
Steve Sun, TNR  
Donna Williams-Jones, TNR



# Header Information for Entry Doc Number 400002466

**Doc. Number** 400002466      **Doc. Status** Preposted      **FM Area** 1000  
**Budget Cate.** Payment      **Doc. Year** 2013      **Doc. Date** May 2, 2013  
**Value Type** Budget      **Version** 0      **Doc. Type** TRAN  
**Budget Type** 3      **Fiscal Year** 2013      **Year.Cash.Eff**  
**Process UI** TRAN      **Process** SEND      **Original.Applic.** BWB      **Doc.Family**  
**Additional Data**  
**Creator** WILLIAD      **Creation Date** May 2, 2013      **Creation Time** 15:16:31  
**Resp. Person** DONNA WILLIAMS JONES      **Year Cohort** Public Law  
**Header Text** BA to GL Account for Gmt Mitch Return-Supplmnt BAs      **Legislation**

TextName

**Total Document**      0      30940      USD

**Lines**

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	4013		1980000000	580010	1710	NOT-RELEVANT	-30,940	To 522040 Gmt Mitch Blake Manor Shared Use Path
000002	4013		1490200000	522040	1710	NOT-RELEVANT	30,940	From 580010 Gmt Mitch Blake Manor Shared Use Path

*Handwritten:* ~~BA to GL~~ May 15, 2013

# Header Information for Entry Doc Number 400002467

Doc. Number 400002467      Doc. Status Preposed      FM Area 1000

Budget. Cata. Payment      Doc. Year 2013      Doc. Date May 2, 2013

Value Type Budget      Version 0      Doc. Type TRAN

Budget Type 3      Fiscal Year 2013      Year.Cash.Eff

Process UI TRAN      Process SEND      Original.Applic. BWB      Doc.Family

**Additional Data**

Creator WILLIAD      Creation Date May 2, 2013      Creation Time 15:18:34

Resp. Person DONNA WILLIAMS JONES      Year Cohort      Public Law

Header Text BA to GL Account for Gmt Mitch Return-Supplmnt BAS      Legislation

TextName

**Lines**

Total Document	0	7121	USD
----------------	---	------	-----

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area Grant	Funded Program	Local Amount	Text Line
000001	4015		1980000000	580010	1710	NOT-RELEVANT NON-FUNDED-PROGRAM	-7,121	To 522040 Gmt Mitch Blake Manor Shared Use Path
000002	4015		1490200000	522040	1710	NOT-RELEVANT 600021	7,121	From 580010 Gmt Mitch Blake Manor Shared Use Path

~~\_\_\_\_\_~~ *Ar* May 15, 2013

# Header Information for Entry Doc Number 400002468

**Doc. Number** 400002468      **Doc. Status** Preposted      **FM Area** 1000  
**Budget. Cate.** Payment      **Doc. Year** 2013      **Doc. Date** May 2, 2013  
**Value Type** Budget      **Version** 0      **Doc. Type** TRAN  
**Budget Type** 3      **Fiscal Year** 2013      **Year. Cash. Eff.**  
**Process UI** TRAN      **Process** SEND      **Original. Applic.** BWB      **Doc. Family**

**Additional Data**  
**Creator** WILLIAD      **Creation Date** May 2, 2013      **Creation Time** 15:22:49  
**Resp. Person** DONNA WILLIAMS JONES      **Year Cohort** Public Law

**Header Text** BA to GL Account for Gmt Mitch Return-Supplmnt BAS      **Legislation**

**TextName**

**Lines**      **Total Document** 0 123729      **USD**

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	4017		1980000000	580010	1710	NOT-RELEVANT NON-FUNDED-PROGRAM	-123,729	To 522040 Gmt Mitch Blake Menor Shared Use Path
000002	4017		1490200000	522040	1710	NOT-RELEVANT 600021	123,729	From 580010 Gmt Mitch Blake Menor Shared Use Path

*WILLIAMS*      *May 15, 2013*

# Header Information for Entry Doc Number 400002480

**Doc. Number** 400002480      **Doc. Status** Preposted      **FM Area** 1000  
**Budget Cate.** Payment      **Doc. Year** 2013      **Doc. Date** May 2, 2013  
**Value Type** Budget      **Version** 0      **Doc. Type** TRAN  
**Budget Type** 3      **Fiscal Year** 2013      **Year.Cash.Eff**  
**Process UI** TRAN      **Process** SEND      **Original.Applic.** BWB      **Doc. Family**  
**Creator** WILLIAD      **Creation Date** May 2, 2013      **Creation Time** 15:25:25  
**Resp. Person** DONNA WILLIAMS JONES      **Year Cohort** Public Law  
**Legislation**

**Additional Data**

**Header Text** BA to GL Account for Gmt Mch Return-Supplmnt BAS

**TextName**

**Lines**      **Total Document** 0 68750      **USD**

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area Grant	Funded Program	Local Amount	Text Line
000001	4028		1880000000	580010	1710	NOT-RELEVANT	-68,750	To 522040 Gmt Mch Blake Manor Shared Use Path
000002	4028		1490200000	522040	1710	NOT-RELEVANT	68,750	From 580010 Gmt Mch Blake Manor Shared Use Path

*AF*      *May 15, 2013*




**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

700 Lavaca St., Suite 1560  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Members of Commissioners Court

**FROM:** Belinda Powell, Strategic Planning Manager 

**DATE:** May 16, 2013

**RE:** Approve Budget transfer in the amount of \$50,000 from the Civil and Family Courthouse Planning reserve to the Planning & Budget Office to fund a Purchase Order with URS Corporation for work on selecting a delivery method for the Civil and Family Courthouse

On February 13, 2013, the Travis County Purchasing Agent released a Request for Services (RFS) for Program Management Services for the Development of a New Travis County Civil and Family Courthouse. Responses to the RFS were received on March 27, 2012 and a staff evaluation team reviewed the proposals, short listed candidate teams to be interviewed and subsequently interviewed three teams.

On April 23, 2013, after a presentation from the Purchasing Agent concerning the evaluation team's process and recommendation, the Commissioners Court elected to interview the remaining top two candidates as ranked by the evaluation team. Interviews were held by the Commissioners Court on April 30, 2012. On May 7, 2012, the Commissioners Court announced their selection of URS as the successful team to perform Program Management Services for the project.

Negotiation discussions started with the Commissioners Court May 14, 2013. Direction was given for staff to develop an initial scope of work with URS that would be limited to services needed for the Commissioners Court to finalize their decision regarding the most appropriate construction delivery method for the project. Further discussions with URS indicate that a scope of work can be developed quickly and for under the \$50,000 limit set for using Purchase Orders for services. Due to the desire of the Commissioners Court to bring resolution of the delivery method forward in the next month, a budget transfer is needed to fund the Purchase Order that is expected to be finalized no later than May 24, 2013 so that URS can begin work immediately on their work.

**STAFF RECOMMENDATIONS:**

Staff recommends a transfer of funds from the Planning Reserve be made to the Planning & Budget Office, 1090020001, to fund this initial scope of work. Please note

that the current balance of the Planning Reserve is \$5,496,000 and the reserve has not been used yet this fiscal year.

The rest of the Initiation Phase, or Phase I of the proposed contract with URS will be negotiated after the selection of a delivery method. The exact scope of the contract and negotiated fee will be brought to the Commissioners Court for approval.

**Copies to:**

Leslie Browder, County Executive, Planning and Budget  
Roger Jefferies, County Executive, Justice and Public Safety  
Cyd Grimes, Purchasing Agent  
Nicki Riley, County Auditor  
Jessica Rio, Budget Director  
Diana Ramirez, Assistant Budget Director  
Travis Gatlin, Assistant Budget Director  
Peg Liedtke, Civil Court Administrator  
Roger El Khoury, Director Facilities Management  
John Hille, Assistant County Attorney  
Tom Nuckols, Assistant County Attorney

**Header Information for Entry Doc Number 400002471**

Doc. Number 400002471      Doc. Status Preposted      FM Area 1000

Budget. Cate. Payment      Doc. Year 2013      Doc. Date May 16, 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 BROADHJ      Creation Date May 16, 2013      Creation Time 11:22:46

Resp. Person      Year Cohort      Public Law

Legislation

Header Text

TextName

**Lines**      Total Document      USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580210	1120	NOT-RELEVANT	-50,000	
000002	0001		1090020001	511890	1120	NOT-RELEVANT	-50,000	

FBO concurs

*J. Duran* 5/16/13



**PLANNING AND BUDGET OFFICE**  
**TRAVIS COUNTY, TEXAS**

---

700 Lavaca, Ste 1560  
P.O. Box 1748  
Austin, Texas 78767

**TO:** Members of Commissioners Court

**From:** Aerin-Renee Toussaint, Budget Analyst

A handwritten signature in black ink, appearing to read "Aerin-Renee Toussaint", is written over the "From:" line.

**DATE:** May 14, 2013

**RE:** Cell Phone Allowance, HHSVS

The Health and Human Services and Veterans Service Department is requesting to internally fund a monthly cellular allowance for a staff member (Position # 30005380) who uses their personal phone for a significant amount of 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.

A total of \$178.87 is being transferred internally to fund the cell phone allowance within the department. Documentation for the applicable budget transfer is attached.

PBO concurs with this request.

**cc:** Leslie Browder, PBO  
Sherri Fleming, County Executive, HHSVS  
Brad Bearden, Emergency & Wireless Communication Manager  
Travis Gatlin, Diana Ramirez, PBO  
Kathleen Haas, Caula McMarion, HHSVS  
Nicki Riley, Travis County Auditor  
Jessica Rio, Travis County Budget Director





RECEIVED  
13 MAY 14 AM 9:15  
TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE**

100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767

**Sherri E. Fleming  
County Executive  
(512) 854-4100**

**DATE:** May 9, 2013

**TO:** Aerin Toussaint, Budget Analyst, Planning and Budget Office

**FROM:**

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

**SUBJECT:** Travis County Monthly Cellular Service Allowance Request

**Proposed Motion:** Consider and take appropriate action to approve the cellular phone allowance request for Corin Cormie with the Office of Children Services division.

**Summary:** The employee listed above is frequently in the field and away from routine telephone communication. The use of cellular phones is pertinent to performing her job functions. The department is requesting authorization of the cellular phone allowance for this employee following Chapter 39.032 of the Travis County Wireless Communications Policy.

**Budgetary and Fiscal Impact:** The FY'2013 funds have been set aside to cover the cost for entire fiscal year.

The monthly amount are supplemental income as processed through the payroll system, included in the employee's gross income and subject to standard payroll withholding for federal taxation and retirement contributions.

cc: Leslie Browder, County Executive, Planning and Budget  
Brad Bearden, Emergency & Wireless Communication Manager  
Nicki Riley, Travis County Auditor  
Scott Diamond, Payroll  
Kathleen Haas, Finance Manager  
Caula McMarion, Accountant

## 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.

*Sheri E. Fleming*  
 Official/Department Head Signature and Date

5/8/13  
 effective date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, and 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
A, #2000389, Social Services Program Admin, #30005380	<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:**  
 Cell phone allowance for Corin Cormie with TCHHS&VS – OCS division. BA # 400002496 was processed to cover cost for entire FY 2013.

Reviewed by PBO

\_\_\_\_\_  
*Signature and date*

Approved by Commissioner's Court

\_\_\_\_\_  
*Date*

Processed by Auditor's Office

\_\_\_\_\_  
*Signature and date*

Return a copy to: Brad Bearden, Emergency & Wireless Communications Manager  
 Travis County Emergency Services Phone 854-4895 Fax 854-4786 Email  
 Brad.Bearden@co.travis.tx.us

# Header Information for Entry Doc Number 400002496

Doc. Number 400002496      Doc. Status Preposed      FM Area 1000

Budget. Cate. Payment      Doc. Year 2013      Doc. Date May 9, 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 TOUSSAA      Creation Date May 14, 2013      Creation Time 12:28:13

Resp. Person      Year Cohort      Public Law

Header Text Cell phone allowance for Corin Cormie eff 5/13.

TextName

**Lines**      Total Document      \$0      USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1580190001	510200	1530	NOT-RELEVANT	-178.87	
000002	0001		1580190001	506010	1530	NOT-RELEVANT	9.3	
000003	0001		1580190001	506050	1530	NOT-RELEVANT	14.46	
000004	0001		1580190001	506060	1530	NOT-RELEVANT	2.93	
000005	0001		1580190001	506020	1530	NOT-RELEVANT	2.18	
000006	0001		1580190001	511710	1530	NOT-RELEVANT	150	

*AD - May 15, 2013*

**Allocated Reserve Status (580010)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$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
(\$250,000)	Facilities	3/26/2013	Remodel 10th Floor @700 Lavaca Bldg.
(\$51,500)	CJP	4/16/2013	APD Chemist backlog
(\$115,940)	Cons. Pct. 1	4/23/2013	Constable Staffing
(\$5,300)	Criminal Courts	4/30/2013	Veterans Court program
\$63,031	County Auditor	5/14/13	Returning BEFIT Operating Funds
(\$1,000)	Historical Comm.	5/14/13	Transfer for Williams Grant
(\$29,371)	Sheriff	5/14/13	Transition Crim.Cts.Bailiff positions to TCSO
<b>\$5,373,010</b>	<b>Current Balance</b>		

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

<b>Amount</b>	<b>Explanation</b>
(\$137,676)	Civil Courts – Drug Court Grant
(\$200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
(\$214,774)	Criminal Courts – Veterans Court Grant
(\$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
(\$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
(\$14,497)	HRMD – ACC Internship Program
(\$83,182)	ITS – BEFIT Customer Support Analyst III
(\$60,000)	RMCR – Additional Postage
(\$1,000,000)	TCSO – Overtime
<b>(\$2,403,843)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$2,969,167</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
(\$112,944)	Facilities	3/26/13	Remodel 10th Floor @ 700 Lavaca Bldg.
(\$39,957)	TNR	4/29/13	Motorcycle Replacement for TCSO
(\$35,000)	Purchasing	4/30/13	Forklift - Purchasing Warehouse
<b>\$1,643,745</b>	<b>Current Reserve Balance</b>		

**Possible Future Expenses Against CAR Reserves Previously Identified:**

<b>Amount</b>	<b>Explanation</b>
\$ (817,300)	ITS Infrastructure for FMD Projects
\$ (38,046)	Replacement Boat Motors for Lake Unit
\$ (100,000)	Guardrail-New Installations
\$ (90,000)	Failing Vehicles
\$ (50,000)	Sidewalks-ADA Upgrades
\$ (250,000)	FM 1626 ROW Purchases
<b>\$ (1,345,346)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$298,399 Remaining CAR Reserve Balance After Possible Future Expenditures**

**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
\$ (96,000)	EMS	4/9/13	Helicopter Mtn/Rpr
<b>\$905,050 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			Beginning Balance
(\$1,483,173)	Emergency Services	11/13/12	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:** 05/21/2013, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Alan Miller, Planning and Budget, 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 the Texas Department of Public Safety for a FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)- HAZmat ID grant in the Emergency Services Department;
- B. Application to the Texas Department of Public Safety for a FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)- GasID grant in the Emergency Services Department;
- C. Annual Grant application to the Corporation for National and Community Service (through the OneStar Foundation) to continue the AmeriCorps grant program in Health and Human Services and Veterans Service Department;
- D. Amendment to the contract with the Corporation for National and Community Service (through the OneStar Foundation) for Health and Human Services and Veterans Service, to deobligate unspent funds from the FY 13 award for the AmeriCorps Program; and
- E. Grant contract with the Texas Department of Transportation for the CAMPO Surface Transportation Program-Metropolitan Mobility Blake-Manor Shared Use Path Grant in the Transportation and Natural Resources Department.

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

Items A & B are requests for funding to provide funds for maintenance contracts in Emergency Services. Item C is the annual application to continue the AmeriCorps program with HHS. Item D is a contract amendment to deobligate \$7,071 in funds from the prior year. Item E is a contract with TexDOT to construct the Blake-Manor Shared Use Path.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

### **ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Item C requires a grant that is fully funded within HHS. Item D slightly reduces the required grant match by Travis County for the FY 12 contract.

Item E requires a \$651,715 county match which is proposed to be met through the use of 1984 and 1997 Bonds. There is a budget Adjustment posted to move the 1984 funds into the appropriate line.

**REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Leslie Browder  
David Salazar

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2013

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Application	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
<b>A</b>	147	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)- HAZmat ID	10/01/13 - 11/30/14	\$22,500	\$0	\$0	\$0	\$22,500	-	R	S	8
<b>B</b>	147	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)- GASID	10/01/13 - 11/30/14	\$9,500	\$0	\$0	\$0	\$9,500	-	R	S	23
<b>C</b>	158	AmeriCorps	08/01/13 - 07/31/14	\$298,671	\$500,191	\$0	\$0	\$798,862	31.00	R	C	37
<b>Contracts</b>												
<b>D</b>	158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	R	C	93
<b>E</b>	149	CAMPO Surface Transportation Program-Metropolitan Mobility; Blake-Manor Shared Use Path	05/21/13 - until complete	\$2,208,400	\$651,715	\$0	\$145,866	\$3,005,981	-	R	S	99

\* Amended from original.

**PBO Notes:**

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed
- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

**County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload**

**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	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	2/5/2013
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
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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
137	K9s4COPs	04/01/13 - 09/30/13	\$12,000	\$0	\$0	\$0	\$12,000	-	3/26/2013
145	Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	\$0	\$0	\$191,553	1.75	3/26/2013
158	Basic Transportation Needs Fund (Bus Pass Program)	09/01/13 - 08/31/14	\$5,790	\$0	\$0	\$0	\$5,790	-	4/9/2013
145	FRESH Youth (Finding Regionally Sourced Food for High-Risk Youth)	11/01/13 - 10/31/14	\$45,000	\$15,000	\$0	\$0	\$60,000	-	4/16/2013
157	NEH Preservation Assistance for Smaller Institutions	05/01/14 - 08/01/14	\$6,000	\$0	\$0	\$0	\$6,000	-	4/16/2013
137	State Criminal Alien Assistance Program - SCAAP 13	07/01/11 - 06/30/12	\$40,568,231	\$0	\$0	\$0	\$40,568,231	-	4/16/2013
137	SCATTIF Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$1,001,869	\$134,184	\$258,235	\$0	\$1,394,288	12.00	4/30/2013
145	Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs	10/01/13 - 09/30/16	\$644,987	\$0	\$0	\$0	\$644,987	-	4/30/2013
119	Other Victim Assistance Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$28,129	\$0	\$112,129	1.00	5/7/2013
123	Victim Coordinator and Liaison Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$0	\$0	\$84,000	-	5/14/2013

\*Amended from original agreement.

\$46,154,575 \$675,430 \$631,149 \$73,588 \$47,534,742 40.05

**FY 2013 Grant Summary Report  
Grants Approved by Commissioners Court**

*The following is a list of grants that have been received by Travis County since October 1, 2012.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12- 3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012- 8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012

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 - 09/30/13	\$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
158	Targeted Low Income Weatherization Program	03/01/13 - 11/30/13	\$54,850	\$0	\$0	\$0	\$54,850	-	4/9/2013
158	DOE Weatherization Assistance Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	4/9/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/13 - 06/30/14	\$35,000	\$0	\$0	\$0	\$35,000	0.65	4/16/2013
158	Basic Transportation Needs Fund Bus Pass Program	09/01/12 - 08/31/13	\$5,790	\$0	\$0	\$0	\$5,790	-	4/16/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$16,832	\$309,604	\$15,149	\$0	\$341,585	6.00	4/23/2013
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	04/01/13 - 03/31/14	\$100,000	\$0	\$0	\$0	\$100,000	-	4/30/2013
158	Comprehensive Energy Assistance Program	01/01/13 - 12/31/13	\$2,637,219	\$0	\$0	\$0	\$2,637,219	4.00	4/30/2013
			\$14,971,031	\$400,027	\$214,286	\$0	\$15,585,344	23.08	

\*Amended from original agreement.



FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Amount requested for PTC		Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
				Operating Transfer	Operating Transfer						
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	Yes	
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	Yes	
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	
158	Low Income Home Energy Program	04/01/13 - 03/31/14	\$0	\$100,000	\$100,000	-	6/30/2013	4/2/2013	N/A	No	
158	Comprehensive Energy Assistance Program**	1/1/2013-12/31/2013	\$29,196	\$300,000	\$329,196	4.00	6/30/2013	4/2/2013	N/A	No	
Totals			\$334,807	\$600,000	\$934,807	16.00					



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	Travis County Emergency Services / Emergency Management	
<b>Contact Person/Title:</b>	Preston Doege / Travis County Hazmat Coordinator	
<b>Phone Number:</b>	512-974-0476	

<b>Grant Title:</b>	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)-HAZmat ID grant in the Emergency Services Department		
<b>Grant Period:</b>	From: <input type="text" value="Oct 1, 2013"/>	To: <input type="text" value="Nov 30, 2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	State of Texas Department of Public Safety		
<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>	U.S. Department of Homeland Security		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 22,500	\$ 0	\$ 0	\$ 0	\$ 22,500
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 22,500</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 22,500</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.					
2.					
3.					
+ - Measures for the Grant					
1.	Upgrade HazmatID systems to HazmatID 360			Send unit in for upgrade.	
Outcome Impact Description					
2.	Establish 1 year service contracts with Smiths Detection			Establish Service Contract	End Service Contract
Outcome Impact Description					
3.					
Outcome Impact Description		Upgrade HazmatID and service equipment for 1 year			

**PBO Recommendation:**

The department is requesting grant funds to fund a maintenance contract for equipment used by the Travis County HazMat Team.

There is no match required and no requirement to continue funding for the contract after the grant expires. PBO notes that the department indicates this funding would otherwise be provided by the department for this contract.

**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?**

This grant sponsors sustainment of homeland security equipment provided by previous grants. We will be utilizing this grant to upgrade and support 2 HazmatID systems which are utilized for CBRNE and hazmat response.

This grant is to provide for the purchase of a maintenance contract for Smith's Detection equipment carried by the Travis County Hazmat Team. Travis County purchased the detection equipment for the Travis County Hazmat Team and has maintained maintenance agreements for it. The equipment is only supported by Smith's Detection and in order to keep all the apparatus up to date it has to be under this warranty.

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

Travis County Office of Emergency Management has provided the maintenance contracts for the detection equipment since its purchase and will continue to do so.

**3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.**

No county match is required.

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

There are no indirect cost allocations associated with this grant.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Travis County OEM is currently seeking renewal funds for the next cycle and is committed to the project for the future.

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

This grant continues services and equipment already provided through previous grant systems. This program has been sustained by previous grant funds only.

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 HazmatID and GasID systems allow for identification of unknown Solid, Liquid, and Gas materials. This capability is essential in response to hazmat and terrorist incidents. Upgrading these systems will allow for expanded chemical database libraries, manufacture support of equipment, and reachback capability to chemical specialists for further assistance in identification.



# Capital Area Council of Governments Homeland Security Grant Program Project Worksheet—FY 2013

*NOTE: This worksheet is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab. The boxes for text fields will expand if necessary as you type.*

<b>Applicant/Jurisdiction:</b>	Travis County	
<b>Point of Contact:</b>	Preston Doege	
<b>Title:</b>	Hazmat Coordinator	
<b>Phone:</b>	5129740476	
<b>Email:</b>	Preston.Doege@co.travis.tx.us	

**1. Project Name** *(Be concise, yet descriptive. Begin with the name of the jurisdiction/agency.)*

HazmatID upgrade to HazmatID360

**2. Needs to be addressed by this project** *(How does this project support preparedness to deal with acts of terrorism? If it also supports preparedness to deal with other hazards, please explain.)*

The HazmatID systems are utilized for identification of Solid and Liquid CBRNE samples. With Reachback support, samples not contained in the database can be further analyzed and identified by Smiths on-site chemists.

**3. Project Description** *(How will the needs be met?)*

This project will upgrade our existing HazmatID units to perform faster and more effeciently as well as integrate with other detection products to produce enhanced functionality. Upgrades include Processor speed, RAM, communications, firmware, and library databases.

**4. New or Existing project?** *(Select.)*

- New project
- Existing project (Describe how this is an enhancement, expansion, addition, or sustainment of an existing project in "Notes" field.)
- Emergency (Describe circumstances in "Notes" field.)

**Notes**

This project continues manufacture support for two HazmatID systems deployed for regional CBRNE response.

**5. Regional Impact** *(Identify the investment strategies addressed by the project. How does this project enhance regional preparedness to deal with acts of terrorism? If it also supports preparedness to deal with other hazards, please explain.)?*

These units are vital in the response to CBRNE and Hazmat incidents as they provide the first prusumptive

sampling results utilized in making critical public safety decisions. This vital upgrade will resolve issues experienced with the first generation models to allow for simpler, easier, and quicker field deployment with enhanced identification results.



**9. HSTF Strategic Plan Reference** *(List the reference in the CAPCOG Homeland Security Task Force Strategic Plan FY 2013 – FY 2017 that pertains to this project. Projects without a reference to a core capability, goal and objective cannot be considered.)*

Committee: Technical Response Committee  
Core Capability: Long-Term Vulnerability Reduction  
Goal: Sustain current capabilities to detect and respond to CBRNE incidents  
Objective: Sustain maintenance and upgrade of specialized detection and monitoring equipment used in responding to CBRNE incidents.

---

**10. Signature of Authorizing Chief Official**

This signature certifies that the requestor understands the requirements, procedures, and deliverables, coinciding with this request for funding and has the authority to represent the governing body of this organization.

\_\_\_\_\_  
Authorizing Chief Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Signature of Project Manager**

The following person is authorized to receive direction, manage work performed, complete and sign required reports, and otherwise act on behalf of the jurisdiction for this project.

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**11. Check box if letters of support are attached.**



## Instructions

### Capital Area Council of Governments Grant Project Worksheet—FY 2013

#### **Applicant organization/jurisdiction and Point of Contact**

*Enter the name of the applicant. Enter name of the Point of Contact, or person completing the worksheet, and appropriate contact information.*

#### **1. Project Name**

*Please provide a unique name that will easily identify the project. Begin the name with your jurisdiction's name.*

#### **2. Needs to be addressed by this project**

*Explain the benefit(s) to be gained by this project. Be concise but comprehensive. This should justify the expenditure of funds.*

#### **3. Project Description**

*Describe the scope of this project. Include a description of what project funds will pay for—equipment, services, personnel, etc.. Relate project activities to the identified needs—outline the expected achievements or mitigation if implemented, and/or potential negative impacts that will occur if the project is not implemented. For Citizen Corps, strike teams, etc., please indicate the number of members.*

#### **4. New or Existing Project and Notes**

*Please identify whether this is a new or existing project, and if the project is intended to address an emergency need. If new, a brief summary of the entire program should be provided in the Notes field. Why and how the project is an emergency should also be explained in the Notes field, if applicable.*

#### **5. Regional Impact**

*Describe the benefit to the region as a result of this project. Does it facilitate regional response, interoperable communications, enhance mutual aid capabilities, bring jurisdictions to similar equipment standards, etc.?*

#### **6. Project Sustainability and Notes**

*Explain how your jurisdiction will ensure that this project continues to provide value after the initial expenditure of funds. This includes maintenance, upgrades, calibration of equipment, training, etc.*

#### **7. Budget**

*Enter proposed budget info to the extent that it is available. Be conservative in your estimates but do not overstate anticipated costs. Select the expenditure category from the drop-down list (The default is "Equipment. "). The totals for each line and for the project are calculated. When all costs are entered, right-click on the \$ field (bottom right) and select "Update Field" to calculate the totals.*

#### **8. Multi-jurisdiction Project**

*Check the box if this project is part of a multi-jurisdiction project and list the other participating jurisdictions in the space provided. Each of the participating jurisdictions must complete a separate project worksheet if they are to receive funding.*

#### **9. HSTF Strategic Plan Reference**

*Each project approved for funding must be consistent with the goals and objectives of the CAPCOG Homeland Security Task Force Strategic Plan FY 2013 – FY 2017. Enter the reference (Committee, Core Capability, Goal, Objective) for this project. Projects without a reference cannot be considered.*

#### **10. Signatures**

*Signature of the authorizing chief official is required before the project can received final approval. (See CAPCOG Regional Grant Process\_FY 2013). This can be the county judge, mayor, city manager, chief executive officer or someone authorized to do so by one of the above. The project manager and the contact for the project worksheet may be the same individual.*

#### **11. Letters of Support**

*Letters from organizations supporting the project may be attached to this form. Letters must be no more than two (2) pages in length and clearly identify the organization that is supporting the project.*

## FY13 State Homeland Security Program - Call for Projects Application Form

**Instructions:** The THSSAA SHSP Project Form below requires a good deal more information than we are able to glean from the CAPCOG project worksheet. As we indicated in the HSTF meeting, we are requesting further information on those projects that are prioritized high enough to possibly get funding. Please review this project form. Please review for completeness and accuracy and respond to items as indicated. Please return this to me in **MS Word format – no PDFs, please.**

- **Blue text** – Info gleaned from Project Worksheets – **Please correct or expand as needed.**
- **Yellow highlights** indicate “selectable” answers – **Please correct as needed**
- **Red Text** – **Please answer the question(s).**

If you have any questions, please contact Cindy Hood, (512) 916-6014 or (512) 627-6425 or [chood@capcog.org](mailto:chood@capcog.org)

Please email this back to [chood@capcog.org](mailto:chood@capcog.org) no later than:

**12:00 PM on Wednesday, May 15, 2013.**

### CONTACT INFORMATION

**Region:** Select region from dropdown menu

**Name:** Preston Doege

**Email :** [Preston.Doege@co.travis.tx.us](mailto:Preston.Doege@co.travis.tx.us)

**Phone:** 512-944-0476

The project coordinator is the person that you would like us to contact in regard to this project.

**Project Coordinator Name:** Preston Doege

**Project Coordinator Email:** [Preston.Doege@co.travis.tx.us](mailto:Preston.Doege@co.travis.tx.us)

**Project Coordinator Phone Number:** 512-944-0476

**Please select the most relevant investment category:**

Intelligence & Information Sharing

Interoperable Communications

**Sustaining Special Response Teams and First Responder Capabilities**

State, Regional & Local Planning

Border Security

Other Projects Approved by the THSSAA

**Priority of Project:** P12LE

**Project Title:** [Not to exceed 150 characters including spaces P12LE\_CAPCOG\_Travis County\_HazmatID upgrade to HazmatID360]

**Check if this project is for law enforcement terrorism prevention.** [checkbox]

**Check if this project supports a fusion center.** [checkbox]

**Check if this project supports a NIMS Typed Resource (i.e. Team, Training, or Equipment).** [checkbox]  
YES

**Please check to indicate if the project would have been funded under one of these programs in previous years:**

- Buffer Zone Protection Program (BZPP)
- Interoperable Emergency Communications Grant Program (IECGP)
- Citizen Corps Program (CCP)
- Metropolitan Medical Response System (MMRS)

**Choose the Goal, Objective, and Priority Action associated with this proposal.**

(The form includes an outline with the state goals, objectives and priority actions)

**Goals:** Sustain current capabilities and preparedness to detect, respond, and mitigate CBRNE incidents. This project also has the dual use for domestic accidents and natural disasters leading to the accidental release of Hazardous Materials or flammable gas detection, location, and mitigation. The Travis County Hazmat Team is a Type II Hazmat Team, and this project is essential to maintaining that level of response capability.

**Objective:** Sustain maintenance of specialized identification equipment necessary to maintain Type II response typing.

**Describe the project and the activities that will be implemented; include information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) as applicable.** Not to exceed 1250 characters, including spaces.

Travis county has maintained a type II hazmat response capability. The HazmatID system and reach-back support is a key component to the identification metrics specified in the FEMA typing resources. The 360 upgrade will provide the ongoing reach-back support as well as enhance the current databases and improve cross platform integration to allow for a broader range of positive identification.

**Note from COG staff: Please describe the NIMS typing of this team and this equipment. See - <http://www.fema.gov/resource-management>**

**The response to the next three (3) sections should be consistent with the region's (1) Threat and Hazard Identification and Risk Assessment (THIRA); (2) State Preparedness Report; and (3) Texas Homeland Security Strategic Implementation Plan.**

**Describe the threats and hazards that create the need for the project. Not to exceed 1250 characters, including spaces.** The Austin Regional Intelligence Center has indicated a well-documented increased presence by terrorist groups such as Al-Queda, Afghan Taliban, and Hezbollah a couple hundred miles South of Travis County in Mexico. IH-35 running through Travis County is the main transportation artery from Mexico to the Central United States. Austin/Travis County is also host to a multitude of international events such as F1, SXSW, ACL, and many others that draw hundreds of thousands of visitors each year to our county. These characteristics make the Central Texas Region a very viable target that needs the state of the art identification tools provided by the HazmatID.

**Describe the capability gap(s) which will be addressed by the project: Not to exceed 1250 characters, including spaces.** The HazmatID systems are utilized for identification of solid and liquid CBRNE samples. The current system was developed with antiquated computing power and wireless B systems. This has left the system bogged down in performance and unable to communicate with newer wireless systems and security. The 360 enhancements will allow the system to incorporate and utilize an expanded database and integrate with current wireless systems.

This project continues manufacture support for one HazmatID system deployed for regional CBRNE Response. This unit is vital in the response to CBRNE and Bomb call incidents as they provide the first presumptive sampling results utilized in making critical public safety decisions. This vital upgrade will resolve issues experienced with the first generation models to allow for simpler, easier, and quicker field deployment with enhanced identification results.

**How will the project reduce the capability gap(s):** Not to exceed 1250 characters, including spaces.

With the 360 upgrade and support, samples not contained in the database can be further analyzed and identified by Smiths on-site chemists. The database and communications upgrade's make the identification capabilities superior to anything else available. Without the upgrade the manufacturer will not support the system and it will soon be obsolete and unusable reducing the teams response typing to level III.

**Note from COG Staff: Demonstrate dual-use quality of this project for any activities implemented that are not explicitly focused on terrorism preparedness.**

**Measuring project impact: List 2-5 specific performance outcomes/outputs that can be used to measure the success of the project (At least one outcome and one output are required per project)**

**Outcome 1:** Not to exceed 300 characters, including spaces Without the upgrade the manufacturer will not support the system and it will soon be obsolete and unusable.

**Outcome 2:** Not to exceed 300 characters, including spaces

Percentage of correct substance identification and probability of accuracy will increase significantly based on the 360 upgraded library of substances available for comparison

**Output 1:** Not to exceed 300 characters, including spaces

Mitigation tactical decision making will be faster and more efficient with greater safety margins and probability of success.

**Output 2:** Not to exceed 300 characters, including spaces

HazmatID system will integrate with current wireless systems and adhere to current security standards.

**Please select applicable Core Capabilities and amount of funding for each.**

(The form will include a table of core capabilities to choose and a place for an amount for each capability). [Interdiction and disruption](#)

**Identify if this project focuses on building New Capabilities or sustaining Existing Capabilities.**

[Drop down list] New Capabilities, [Existing Capabilities](#)

**Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2013 funds.** Not to exceed 1250 characters, including spaces.

Hazardous Materials Response and Mitigation is a very resource intensive Regional Necessity. Travis County will be contracting with AFD in FY14 to provide response throughout Travis County. By merging the two responses a long term funding solution is being developed while reducing the administration cost of maintaining two response teams within the county.

The HazmatID upgrade will allow this equipment to be utilized throughout the region for response while ensuring that all teams continue to maintain FEMA type II ratings.

**Explain the long-term approach to sustaining the capabilities developed by this project.**

Not to exceed 1250 characters, including spaces.

Travis County will continue to seek available grant opportunities to keep this equipment operational. In the event that grant options become unavailable, this equipment will be utilized by other regional hazmat response teams and funded through a contract with Travis County.

**NOTE FROM COG STAFF: Please identify "future users" and clarify how this will be sustained. It sounds like someone in the future will come up with a plan. This is not sufficient. A plan must be indicated here.**

**If this is a multi-jurisdictional project, please check all participating jurisdictions and enter the amount each will receive.**

Enter decimal numbers only, no characters (dollar signs, commas), do not put N/A, only numbers. (The form will auto populate a list of jurisdictions and spaces for amounts).

**Provide an explanation on the regional impact of this project.**

Not to exceed 1250 characters, including spaces... [The multi-gas monitors are the standard for Regional Response Teams, thus providing the ability to incorporate units from each team into one large network of gas monitors. This provides for continued Continuity of Standardized Equipment and training for detection and mitigation of CBRNE events.](#)

**Enter the amount of funding for each category.**

Enter decimal numbers only, no characters (dollar signs, commas), do not put N/A, only numbers.

Planning

Organization

Equipment **22500**

Training

Exercise

Total [Calculated]

**Provide a description and amount for any in-kind and/or local match for this project:**

Not to exceed 1250 characters, including spaces

**Amount: \$**

**Description:**

**You must include a specific breakdown by funding category (Planning, Organization, Equipment, Training, Exercises, and M&A). Provide detailed information on exactly what the funding will be used to purchase. Include the details of your cost estimates by AEL code and jurisdiction (if applicable) within each category.**

**Planning: (Include AEL Codes)-**Not to exceed 1500 characters, including spaces

**Organization: (Include AEL Codes)-**Not to exceed 1500 characters, including spaces

**Equipment: (Include AEL Codes - Provide Title, estimated quantity and total cost by each AEL Code)**  
Not to exceed 1500 characters, including spaces. **HazmatID upgrade to HazmatID360, qty: 2, Cost \$11250.00 each, AEL: 07CS-01-KLCS**

**Training: (Include AEL Codes)-**Not to exceed 1500 characters, including spaces

**Exercises: (Include AEL Codes)-**Not to exceed 1500 characters, including spaces

**Does this Investment require new construction or renovation, retrofitting, or modification of existing structures?** [Drop down list] Yes, **No**

**Time period for completion of project**

Choose a time period from the dropdown menu:

1-4 Months Completion of project

**Project Management Step involved:**

Choose only one.

[Drop down list] Initiate, Plan, Execute, Control, Close Out

**List 3-5 milestones of this project, and then list the intended completion date for each milestone. Milestones should occur throughout the project.**

**Milestone 1:** Not to exceed 300 characters, including spaces

Quote and generate PO for Sole source contract from Smiths detection for HazmatID 360 upgrade.

**Intended Start Date:** 07/01/2013

**Intended Milestone Completion Date:** 08/01/2013

**Milestone 2:** Not to exceed 300 characters, including spaces

Stagger ship 2 HazmatID's to vendor for upgrades. Receive upgraded units and place back in service.

One HazmatID will remain in service locally while the other unit is upgraded.

**Intended Start Date: 08/01/2013**

**Intended Milestone Completion Date: 11/01/2013**





## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	Travis County Emergency Services / Emergency Management	
<b>Contact Person/Title:</b>	Preston Doege / Travis County Hazmat Coordinator	
<b>Phone Number:</b>	512-974-0476	

<b>Grant Title:</b>	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)- GasID grant in the Emergency Services Department;		
<b>Grant Period:</b>	From: <input type="text" value="Oct 1, 2013"/>	To: <input type="text" value="Nov 30, 2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	State of Texas Department of Public Safety		
<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>	U.S. Department of Homeland Security		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 9,500	\$ 0	\$ 0	\$ 0	\$ 9,500
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 9,500</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 9,500</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.					
2.					
3.					
+ - Measures for the Grant					
1.	Establish 1 year service contracts with Smiths Detection			Establish Service Contract	End Service Contract
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description		Upgrade HazmatID and service equipment for 1 year			

**PBO Recommendation:**

The department is requesting grant funds to fund a maintenance contract for equipment used by the Travis County HazMat Team.

There is no match required and no requirement to continue funding for the contract after the grant expires. PBO notes that the department indicates this funding would otherwise be provided by the department for this contract.

**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?**

This grant sponsors sustainment of homeland security equipment provided by previous grants. We will be utilizing this grant to upgrade and support 2 GasID systems which are utilized for CBRNE and hazmat response.

This grant is to provide for the purchase of a maintenance contract for Smith's Detection equipment carried by the Travis County Hazmat Team. Travis County purchased the detection equipment for the Travis County Hazmat Team and has maintained maintenance agreements for it. The equipment is only supported by Smith's Detection and in order to keep all the apparatus up to date it has to be under this warranty.

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

Travis County Office of Emergency Management has provided the maintenance contracts for the detection equipment since its purchase and will continue to do so.

**3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.**

No county match is required.

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

There are no indirect cost allocations associated with this grant.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Travis County OEM is currently seeking renewal funds for the next cycle and is committed to the project for the future.

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

This grant continues services and equipment already provided through previous grant systems. This program has been sustained by previous grant funds only.

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 HazmatID and GasID systems allow for identification of unknown Solid, Liquid, and Gas materials. This capability is essential in response to hazmat and terrorist incidents. Upgrading these systems will allow for expanded chemical database libraries, manufacture support of equipment, and reachback capability to chemical specialists for further assistance in identification.



# Capital Area Council of Governments Homeland Security Grant Program Project Worksheet—FY 2013

*NOTE: This worksheet is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab. The boxes for text fields will expand if necessary as you type.*

**Applicant/Jurisdiction:**

**Point of Contact:**

**Title:**

**Phone:**

**Email:**

**1. Project Name** *(Be concise, yet descriptive. Begin with the name of the jurisdiction/agency.)*

**2. Needs to be addressed by this project** *(How does this project support preparedness to deal with acts of terrorism? If it also supports preparedness to deal with other hazards, please explain.)*

**3. Project Description** *(How will the needs be met?)*

**4. New or Existing project?** *(Select.)*

- New project
- Existing project (Describe how this is an enhancement, expansion, addition, or sustainment of an existing project in "Notes" field.)
- Emergency (Describe circumstances in "Notes" field.)

**Notes**

**5. Regional Impact** *(Identify the investment strategies addressed by the project. How does this project enhance regional preparedness to deal with acts of terrorism? If it also supports preparedness to deal with other hazards, please explain.)?*

**6. Project Sustainability** (Explain your jurisdiction's plan for sustaining this project—maintenance, upgrades, calibration, etc.)

TCOEM is committed to continuing to seek grant funding for this item in the future, and will support the continued operation of this equipment through budget if necessary.
---

**7. Budget** (Include as much detail as possible):

The expenditure categories are Equipment, Planning, Organization, Training, and Exercises. These may be chosen from the drop-down list (the default is "Equipment.").

Item	AEL Code (if available)	Category (Select)	Quantity	Unit cost	Total (Calculated)
GasID Maintenance Agreement		Equipment	2	4750	\$ 9,500
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
<b>Total</b> (Right click \$ field. Select "Update Field.")					<b>\$9500.0</b>

**8. Is this project part of a multi-jurisdiction project?** (Check box if "Yes.")

If "Yes," list the other participating jurisdictions.

<u>Jurisdiction</u>

**9. HSTF Strategic Plan Reference** *(List the reference in the CAPCOG Homeland Security Task Force Strategic Plan FY 2013 – FY 2017 that pertains to this project. Projects without a reference to a core capability, goal and objective cannot be considered.)*

Committee: Technical Response Committee  
Core Capability: Long-Term Vulnerability Reduction  
Goal: Sustain current capabilities to detect and respond to CBRNE incidents  
Objective: Sustain maintenance and upgrade of specialized detection and monitoring equipment used in responding to CBRNE incidents.

---

**10. Signature of Authorizing Chief Official**

This signature certifies that the requestor understands the requirements, procedures, and deliverables, coinciding with this request for funding and has the authority to represent the governing body of this organization.

\_\_\_\_\_  
Authorizing Chief Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Signature of Project Manager**

The following person is authorized to receive direction, manage work performed, complete and sign required reports, and otherwise act on behalf of the jurisdiction for this project.

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**11. Check box if letters of support are attached.**

## Instructions Capital Area Council of Governments Grant Project Worksheet—FY 2013

### **Applicant organization /jurisdiction and Point of Contact**

*Enter the name of the applicant. Enter name of the Point of Contact, or person completing the worksheet, and appropriate contact information.*

#### **1. Project Name**

*Please provide a unique name that will easily identify the project. Begin the name with your jurisdiction's name.*

#### **2. Needs to be addressed by this project**

*Explain the benefit(s) to be gained by this project. Be concise but comprehensive. This should justify the expenditure of funds.*

#### **3. Project Description**

*Describe the scope of this project. Include a description of what project funds will pay for—equipment, services, personnel, etc.. Relate project activities to the identified needs—outline the expected achievements or mitigation if implemented, and/or potential negative impacts that will occur if the project is not implemented. For Citizen Corps, strike teams, etc., please indicate the number of members.*

#### **4. New or Existing Project and Notes**

*Please identify whether this is a new or existing project, and if the project is intended to address an emergency need. If new, a brief summary of the entire program should be provided in the Notes field. Why and how the project is an emergency should also be explained in the Notes field, if applicable.*

#### **5. Regional Impact**

*Describe the benefit to the region as a result of this project. Does it facilitate regional response, interoperable communications, enhance mutual aid capabilities, bring jurisdictions to similar equipment standards, etc.?*

#### **6. Project Sustainability and Notes**

*Explain how your jurisdiction will ensure that this project continues to provide value after the initial expenditure of funds. This includes maintenance, upgrades, calibration of equipment, training, etc.*

#### **7. Budget**

*Enter proposed budget info to the extent that it is available. Be conservative in your estimates but do not overstate anticipated costs. Select the expenditure category from the drop-down list (The default is "Equipment."). The totals for each line and for the project are calculated. When all costs are entered, right-click on the \$ field (bottom right) and select "Update Field" to calculate the totals.*

#### **8. Multi-jurisdiction Project**

*Check the box if this project is part of a multi-jurisdiction project and list the other participating jurisdictions in the space provided. Each of the participating jurisdictions must complete a separate project worksheet if they are to receive funding.*

#### **9. HSTF Strategic Plan Reference**

*Each project approved for funding must be consistent with the goals and objectives of the CAPCOG Homeland Security Task Force Strategic Plan FY 2013 – FY 2017. Enter the reference (Committee, Core Capability, Goal, Objective) for this project. Projects without a reference cannot be considered.*

#### **10. Signatures**

*Signature of the authorizing chief official is required before the project can received final approval. (See CAPCOG Regional Grant Process\_FY 2013). This can be the county judge, mayor, city manager, chief executive officer or someone authorized to do so by one of the above. The project manager and the contact for the project worksheet may be the same individual.*

#### **11. Letters of Support**

*Letters from organizations supporting the project may be attached to this form. Letters must be no more than two (2) pages in length and clearly identify the organization that is supporting the project.*

## FY13 State Homeland Security Program - Call for Projects Application Form

**Instructions:** The THSSAA SHSP Project Form below requires a good deal more information than we are able to glean from the CAPCOG project worksheet. As we indicated in the HSTF meeting, we are requesting further information on those projects that are prioritized high enough to possibly get funding. Please review this project form. Please review for completeness and accuracy and respond to items as indicated. Please return this to me in **MS Word format – no PDFs, please.**

- **Blue text** – Info gleaned from Project Worksheets – **Please correct or expand as needed.**
- **Yellow highlights** indicate “selectable” answers – **Please correct as needed**
- **Red Text** – **Please answer the question(s).**

If you have any questions, please contact Cindy Hood, (512) 916-6014 or (512) 627-6425 or [chood@capcog.org](mailto:chood@capcog.org)

Please email this back to [chood@capcog.org](mailto:chood@capcog.org) no later than:

**12:00 PM on Wednesday, May 15, 2013.**

### CONTACT INFORMATION

**Region:** Select region from dropdown menu

**Name:** Preston Doege

**Email :** [Preston.Doege@co.travis.tx.us](mailto:Preston.Doege@co.travis.tx.us)

**Phone:** 512-974-0476

The project coordinator is the person that you would like us to contact in regard to this project.

**Project Coordinator Name:** Preston Doege

**Project Coordinator Email:** [Preston.Doege@co.travis.tx.us](mailto:Preston.Doege@co.travis.tx.us)

**Project Coordinator Phone Number:** 512-974-0476

**Please select the most relevant investment category:**

Intelligence & Information Sharing

Interoperable Communications

**Sustaining Special Response Teams and First Responder Capabilities**

State, Regional & Local Planning

Border Security

Other Projects Approved by the THSSAA

**Priority of Project:** S05



**Project Title:** [Not to exceed 150 characters including spaces S05\_CAPCOG\_Travis County\_GasID  
Maintenance and Reachback

**Check if this project is for law enforcement terrorism prevention.** [checkbox] YES

**Check if this project supports a fusion center.** [checkbox]

**Check if this project supports a NIMS Typed Resource (i.e. Team, Training, or Equipment).** [checkbox]  
YES

**Please check to indicate if the project would have been funded under one of these programs in previous years:**

- Buffer Zone Protection Program (BZPP)
- Interoperable Emergency Communications Grant Program (IECGP)
- Citizen Corps Program (CCP)
- Metropolitan Medical Response System (MMRS)

**Choose the Goal, Objective, and Priority Action associated with this proposal.**

(The form includes an outline with the state goals, objectives and priority actions)

Goals: Sustain current capabilities and preparedness to detect, respond, and mitigate CBRNE incidents. This project also has the dual use for domestic accidents and natural disasters leading to the accidental release of Hazardous Materials or flammable gas detection, location, and mitigation. The Travis County Hazmat Team is a Type II Hazmat Team, and this project is essential to maintaining that level of response capability.

Objective: Sustain maintenance of specialized identification equipment necessary to maintain Type II response typing.

**Describe the project and the activities that will be implemented; include information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) as applicable. Not to exceed 1250 characters, including spaces**

Travis county has maintained a type II hazmat response capability. The GasID system and reach-back support is a key component to the identification metrics specified in the FEMA typing resources for gas identification. The GasID maintenance package will provide the ongoing reach-back support as well as enhance the current databases to allow for a broader range of positive identification.

**Note from COG staff: Please describe the NIMS typing of this team and/or equipment. See - <http://www.fema.gov/resource-management>**

**The response to the next three (3) sections should be consistent with the region's (1) Threat and Hazard Identification and Risk Assessment (THIRA); (2) State Preparedness Report; and (3) Texas Homeland Security Strategic Implementation Plan.**

**Describe the threats and hazards that create the need for the project. Not to exceed 1250 characters, including spaces.**

The Austin Regional Intelligence Center has indicated a well-documented increased presence by terrorist groups such as Al-Queda, Afghan Taliban, and Hezbollah a couple hundred miles South of Travis County in Mexico. IH-35 running through Travis County is the main transportation artery from Mexico to the Central United States.

Austin/Travis County is also host to a multitude of international events such as F1, SXSW, ACL, and many others that draw hundreds of thousands of visitors each year to our county. These characteristics make the Central Texas Region a very viable target that needs the state of the art identification tools provided by the GasID.



**Describe the capability gap(s) which will be addressed by the project: Not to exceed 1250 characters, including spaces**

The GasID systems are utilized for identification of CBRNE vapor samples. This system references an internal database during identification and when matches are not found, a contract with Smiths Detection allows us to consult with their chemical engineers to positively identify a sample. This maintenance package also ensures that our GasID systems have the most current databases available to provide the broadest range of field identification.

**How will the project reduce the capability gap(s):** Not to exceed 1250 characters, including spaces. The GasID systems are utilized for identification of airborne CBRNE samples. With reachback support, samples not contained in the databases can be further analyzed and identified by Smiths on-site chemists.

These units contain additional databases for toxic industrial chemicals that challenge response teams during hazardous materials incidents.

**NOTE FROM COG STAFF: IS REACHBACK SUPPORT NEW ? If so, I need a separate price for it because it is a different AEL.**

**Reach back is not a new service, but part of the maintenance package we are requesting (and have requested in the past). Without the maintenance package, reach back support is unavailable.**

**Measuring project impact: List 2-5 specific performance outcomes/outputs that can be used to measure the success of the project (At least one outcome and one output are required per project)**

**Outcome 1:** Not to exceed 300 characters, including spaces

Without the maintenance package, reach-back support is unavailable, 24 hour loaner units are unavailable, and systems will not receive updated databases.

**Outcome 2:** Not to exceed 300 characters, including spaces

Percentage of correct substance identification and probability of accuracy will increase significantly based on the upgraded database library of substances available for comparison

**Output 1:** Not to exceed 300 characters, including spaces

Mitigation tactical decision making will be faster and more efficient with greater safety margins and probability of success.

**Please select applicable Core Capabilities and amount of funding for each.**

(The form will include a table of core capabilities to choose and a place for an amount for each capability). Interdiction and disruption

**Identify if this project focuses on building New Capabilities or sustaining Existing Capabilities.**

[Drop down list] New Capabilities, Existing Capabilities

**Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the Investment prior to the use of FY 2013 funds.** Not to exceed 1250 characters, including spaces.

Hazardous Materials Response and Mitigation is a very resource intensive Regional Necessity. Travis County will be contracting with AFD in FY14 to provide response throughout Travis County. By merging the two response teams, a long term funding solution is being developed while reducing the administration cost of maintaining two response teams within the county. The GasID maintenance package will allow this equipment to be utilized throughout the region for response while ensuring that all teams continue to maintain FEMA type II ratings.

**Explain the long-term approach to sustaining the capabilities developed by this project.**

Not to exceed 1250 characters, including spaces . **Please specify how you plan to sustain this project: i.e., local funds, grant funds, other jurisdictions contributions, etc. Your response "future users of these systems will provide a support and sustainment plan..." is not sufficient. We must show what the plan is.**

Travis County will continue to seek available grant opportunities to keep this equipment operational. In the event that grant options become unavailable, this equipment will be utilized by other regional hazmat response teams and funded through a contract with Travis County.

**If this is a multi-jurisdictional project, please check all participating jurisdictions and enter the amount each will receive.**

Enter decimal numbers only, no characters (dollar signs, commas), do not put N/A, only numbers. (The form will auto populate a list of jurisdictions and spaces for amounts).

**Provide an explanation on the regional impact of this project.**

Not to exceed 1250 characters, including spaces... [These units comprise half of the available airborne CBRNE product identification available for regional deployment](#)

**Enter the amount of funding for each category.**

Enter decimal numbers only, no characters (dollar signs, commas), do not put N/A, only numbers.

**Planning**

**Organization**

**Equipment 9500**

**Training**

**Exercise**

**Total [Calculated]**

**Provide a description and amount for any in-kind and/or local match for this project:**

Not to exceed 1250 characters, including spaces

**Amount: \$**

**Description:**

**You must include a specific breakdown by funding category (Planning, Organization, Equipment, Training, Exercises, and M&A). Provide detailed information on exactly what the funding will be used**

**to purchase. Include the details of your cost estimates by AEL code and jurisdiction (if applicable) within each category.**

**Planning: (Include AEL Codes)**-Not to exceed 1500 characters, including spaces

**Organization: (Include AEL Codes)**-Not to exceed 1500 characters, including spaces

**Equipment: (Include AEL Codes - Provide Title, estimated quantity and total cost by each AEL Code)**  
Not to exceed 1500 characters, including spaces . **GAS ID Maintenance and Reachback. Qty 2, \$4,750 each, AEL: 21GN-00-MAIN**

**Training: (Include AEL Codes)**-Not to exceed 1500 characters, including spaces

**Exercises: (Include AEL Codes)**-Not to exceed 1500 characters, including spaces

**Does this Investment require new construction or renovation, retrofitting, or modification of existing structures?** [Drop down list] Yes, **No**

**Time period for completion of project**

Choose a time period from the dropdown menu:  
1-4 Months

**Project Management Step involved:**

Choose only one.  
[Drop down list] Initiate, Plan, Execute, Control, Close Out

**List 3-5 milestones of this project, and then list the intended completion date for each milestone. Milestones should occur throughout the project.**

**Milestone 1:** Not to exceed 300 characters, including spaces

Quote and generate PO for Sole source contract from smiths detection for GasID maintenance package.

**Intended Start Date:** 07/01/2013

**Intended Milestone Completion Date:** 08/01/2013

**Milestone 2:** Not to exceed 300 characters, including spaces

Stagger ship 2 GasID's to vendor for upgrades. Receive upgraded units and place back in service. One GasID will remain in service locally while the other unit is upgraded.

**Intended Start Date:** 08/01/2013

**Intended Milestone/Project Completion Date:** 11/01/2013



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Travis County Health and Human Services and Veterans Service	
<b>Contact Person/Title:</b>	John C. Bradshaw/ Contract Specialist	
<b>Phone Number:</b>	854-4277	

<b>Grant Title:</b>	AmeriCorps		
<b>Grant Period:</b>	From: <input type="text" value="Aug 1, 2013"/>	To: <input type="text" value="Jul 31, 2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	OneStar Foundation		
<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>	Corporation for National and Community Service (CNCS)		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 298,671	\$ 375,876	\$ 0	\$ 0	\$ 674,547
Operating:	\$ 0	\$ 51,691	\$ 0	\$ 0	\$ 51,691
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 72,624	\$ 0	\$ 0	\$ 72,624
<b>Totals:</b>	<b>\$ 298,671</b>	<b>\$ 500,191</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 798,862</b>
FTEs:	14.00	17.00	0.00	0.00	31.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+   - Applicable Departmental Measures					
1.	Educational Contacts	266,939	110,000	180,000	280,000
2.					
3.					
+   - Measures for the Grant					
1.	AmeriCorps members successfully completing national service training	29	32	32	32
Outcome Impact Description		The training gives AmeriCorps members knowledge about national			
2.	AmeriCorps member service hours	32,941	34,800	34,800	34,800
Outcome Impact Description		This measure shows the number of service hours the AmeriCorps members			
3.	Students enrolled in after-school programs	1830	1400	1400	1400
Outcome Impact Description		This measure shows the number of students served by the AmeriCorps members			
4.	Number of students who complete an after-school program and show increased academic engagement (The figure for FY'11 was obtained using TAKS scores. The way the measurement is obtained was changed in FY'12 to using an attitude questionnaire at the beginning and end of the after-school program.)	169	446	773	773
Outcome Impact Description		AmeriCorps members are used to augment staff in after-school programs			

## PBO Recommendation:

This grant contract will continue funding AmeriCorps members working in the Travis County 4-H CAPITAL after-school programs throughout the county. About 1% of the grant funds go to the One Star Foundation, a quasi-state organization that serves to pass-through the federal funds from the Corporation for National and Community Service.

PBO recommends approval of this grant contract.



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 4-H CAPITAL uses the AmeriCorps members to expand its after-school programs.

(Grant Funds: The amount of grant funds listed on the application is \$301,696. Of this total, \$298,671 goes to Travis County and \$3,025 goes to the OneStar Foundation for administration. Only the grant funds going to Travis County are included in the total shown above.)

(County Cost Share: Funding for the \$375,876 in Personnel is coming from keeping four slots vacant in the AgriLife Extension General Fund budget (\$174,399), while the remaining \$201,477 is coming from fee-for-service contracts between Travis County and the schools hosting after-school programs. Funding for the \$51,691 in Operating expenses is coming from the AgriLife General Fund budget (\$6,659) and from the fee-for-service contracts (\$45,032). The grant instructions allow Travis County to claim 10% of the total of the Grant Funds and County Cost Share for Personnel and Operating expenses as an Indirect Cost match.)

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

There are no county funding requirements once the grant ends. There is a match required while the grant is in progress.

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.

The FY'14 grant requires a match totaling \$500,191. This will come from 4-H CAPITAL and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget.

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

The grant allows for a 4% indirect cost allocation for the county and 1% for the OneStar Foundation. TCHHSVS has not claimed its 4% allocation because this would increase the cost per member service year. The OneStar Foundation has stated that it expects the cost per member service year for continuation applications to decrease or remain the same. Therefore, TCHHSVS requests permission to not claim an indirect cost amount for this application but explore the possibility of including some indirect costs in the future.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance 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.

Travis County 4-H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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

NA.

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 grant allows 4-H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This increases the departmental performance measure for educational contacts.

# DRAFT

## PART I - FACE SHEET

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>		1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Non-Construction															
Modified Standard Form 424 (Rev. 02/07 to conform to the Corporation's eGrants System)																	
SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):		3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:														
2b. APPLICATION ID: 13AC149794		4. DATE RECEIVED BY FEDERAL AGENCY:	FEDERAL IDENTIFIER: 06AFHTX0010078														
5. APPLICATION INFORMATION <i>Travis County through</i>		NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):															
LEGAL NAME: Travis County Health and Human Services and Veterans Services DUNS NUMBER: 030908842		NAME: Lydia Domaruk TELEPHONE NUMBER: (512) 854-9609 FAX NUMBER: INTERNET E-MAIL ADDRESS: LRDomaruk@ag.tamu.edu															
ADDRESS (give street address, city, state, zip code and county): PO Box 1748 Austin TX 78767 - 1748 County: <i>Travis</i>		7. TYPE OF APPLICANT: <input checked="" type="radio"/> 7a. Local Government - County <input type="radio"/> 7b. Local Government, Municipal															
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 746000192		9. NAME OF FEDERAL AGENCY: <b>Corporation for National and Community Service</b>															
8. TYPE OF APPLICATION (Check appropriate box). <input type="checkbox"/> NEW <input type="checkbox"/> NEW/PREVIOUS GRANTEE <input checked="" type="checkbox"/> CONTINUATION <input type="checkbox"/> AMENDMENT If Amendment, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/> A. AUGMENTATION        B. BUDGET REVISION C. NO COST EXTENSION    D. OTHER (specify below):		11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Travis County CAPITAL AmeriCorps Project 11.b. CNCS PROGRAM INITIATIVE (IF ANY):															
10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.006 10b. TITLE: AmeriCorps State 12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc): Austin, TX Del Valle, TX		14. CONGRESSIONAL DISTRICT OF:    a.Applicant <input checked="" type="checkbox"/> TX 021    b.Program <input checked="" type="checkbox"/> TX 025															
13. PROPOSED PROJECT: START DATE <i>8/1/12</i> END DATE <i>7/31/15</i>		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? <input type="checkbox"/> YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE <input checked="" type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372															
15. ESTIMATED FUNDING: Year #: <input type="text" value="2"/>		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> YES if "Yes," attach an explanation. <input checked="" type="checkbox"/> NO															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">a. FEDERAL</td> <td style="text-align: right;">\$ 301,696.00</td> </tr> <tr> <td>b. APPLICANT</td> <td style="text-align: right;">\$ 500,191.00</td> </tr> <tr> <td>c. STATE</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>d. LOCAL</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>e. OTHER</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>f. PROGRAM INCOME</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>g. TOTAL</td> <td style="text-align: right;">\$ 801,887.00</td> </tr> </table>		a. FEDERAL	\$ 301,696.00	b. APPLICANT	\$ 500,191.00	c. STATE	\$ 0.00	d. LOCAL	\$ 0.00	e. OTHER	\$ 0.00	f. PROGRAM INCOME	\$ 0.00	g. TOTAL	\$ 801,887.00	18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.	
a. FEDERAL	\$ 301,696.00																
b. APPLICANT	\$ 500,191.00																
c. STATE	\$ 0.00																
d. LOCAL	\$ 0.00																
e. OTHER	\$ 0.00																
f. PROGRAM INCOME	\$ 0.00																
g. TOTAL	\$ 801,887.00																
a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: <b>Samuel T. Biscoe</b>		b. TITLE: <b>Travis County Judge</b>	c. TELEPHONE NUMBER: <b>(512) 854-9555</b>														
By: <i>[Signature]</i>		e. DATE SIGNED:															



**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:** May 2, 2013

**TO:** Members of the Commissioners Court

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

**SUBJECT:** AmeriCorps grant application

**Proposed Motion:**

Consider and take appropriate action to approve a grant application to the Corporation for National and Community Service to fund the Travis County CAPITAL AmeriCorps Project in FY'14.

**Summary and Staff Recommendations:**

The grant will fund 16 full-time and 16 half-time AmeriCorps members who will provide after-school enrichment programs each week during the school year. These programs focus on science and technology, environmental education, outdoor education, and life skills. Travis County staff will provide program coordination and support for the day-to-day activities of the AmeriCorps members.

TCHHSVS staff recommends approving this application.

**Budgetary and Fiscal Impact:**

The \$301,696 grant requires a match totaling \$500,191. This match will come from 4-H CAPITAL and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget. The FY'14 grant will run from 8/1/13 – 7/31/14.

**Issues and Opportunities:**

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much needed staff to increase the number of after-school programs in Travis County. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

The Travis County CAPITAL AmeriCorps Project has been in existence since 2003. It has served more than 16,000 youth to date.

**Background:**

Travis County 4-H CAPITAL is a non-profit organization affiliated with the Texas AgriLife Extension Service. The Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas AgriLife Extension Service  
Nicki Riley, CPA, CMA, Travis County Auditor  
Patty Lennon, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney  
Leslie Browder, Executive Manager, Planning and Budget Office  
Aerin Toussaint, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

**DRAFT**

②

**Narratives****Executive Summary**

The 4-H CAPITAL Project is requesting 32 AmeriCorps Members. Members will be leading youth ages 5 to 15 at Title I elementary and middle schools in science-based 4-H Clubs after school, in Travis County. The population of youth served is 84 % Hispanic, 12% Black, 3% White, and 1% other. 97% of the youth are considered economically disadvantaged. The Project period will begin August 1, 2012 and end July 31, 2015. AmeriCorps Members will leverage an additional 64 volunteers as guest speakers or field trip volunteers. At the end of the one year period, we expect to 1) enroll 1400 youth, 2) maintain a 65% completion rate, 3) improve academic engagement for 85% of students who complete our program by demonstrating increased academic engagement and interest in science learning and careers. This project concentrates on the Corporation for National and Community Service (CNCS) focus area of Education. The CNCS investment of \$301,696 will be matched with \$511,618.

**Rationale and Approach****Identified Needs**

The 4-H CAPITAL AmeriCorps Project's mission is to reduce the risk of school failure and school dropout by increasing science and literacy skills while promoting healthy growth and development. We target our programs to youth ages 5 to 15 enrolled in Title I elementary and middle schools in Travis County. This target audience was selected because of the following identified risk factors for academic success: high rate of poverty, lower than average attendance rates, and lower than average academic performance. In 2010, 62% of Austin Independent School District (AISD) students and 85% of Del Valle Independent School District (DVISD) students, the two districts in which our Members currently serve, were economically disadvantaged. Over the past 10 years, the amount of students qualifying for free and reduced lunch in Austin ISD and Del Valle ISD has increased by 9% and 67% respectively. 1 And between 2004 and 2009, the number of children under age five living in poverty in Travis County rose from 15% to 26%, indicating that poverty is not a diminishing risk factor for our youth, but a growing one. 2 Students living in poverty are often less academically successful, have lower graduation rates, are less likely to meet college readiness standards, and are more likely to participate in risky behaviors<sup>3</sup>.

In the program design, the 4-H CAPITAL AmeriCorps project will address the following needs identified in our target population:

1) The targeted population is at risk for lower school attendance than their peers. In the Austin

**DRAFT**

③

**Narratives**

Independent School District attendance rates for Title I elementary schools averaged around 96% in school year 2008-09 and 95% for middle schools, approximately one percentage point below state wide rates. 4 Attendance rates were even lower for African American and Hispanic students. 5 Student attendance rates are a strong factor in determining those students who are likely to graduate from high school and those who will drop out. Consistent attendance is one of the strongest predictors of high school graduation. 6 Additionally, a school's overall attendance rate determines the amount of funding that school districts receive from the state and whether elementary and middle schools meet the federal requirement for Adequate Yearly Progress. 7

2) The targeted population is at risk of lower academic performance in school and on standardized tests than their peers. In 2010, 87% of Texas State 5th graders met the Science TAKS standards. However, only 79% of African American 5th graders and 84% of Hispanic 5th graders met state science standards, while 94% of White 5th graders met the same standards. The percentage of economically disadvantaged 5th graders that met the state Science TAKS standards was 82%. 8

3) Students enrolled in our program lack resources and opportunity for learning in science, technology, engineering and math (STEM). In Austin ISD, only 80% of students met the standard on their Science TAKS test. 9 Students in the United States are lagging behind their international peers in math and science. Students in the United States rank 17th in science skills among their peers in other industrialized countries, yet 80% of future jobs will require STEM skills. Currently, only 27% of graduating seniors are ready for college science and only 32% of U.S. college undergraduates are graduating with a bachelor's degree in science or engineering.<sup>11</sup> The problem is even larger in minority populations. Only six percent of the workforce in STEM area professions are Hispanic or Black, but are 14 and 11 percent respectively represented in overall employment.<sup>10</sup>

4) A survey conducted by the Central Texas Afterschool Network (CTAN) found that only 22% of 59,795 enrolled students in 17 low income zip codes in Central Texas regularly attended an afterschool program during the 2010-2011 school year. The school populations served by the 4-H CAPITAL Project are located within these 17 zip codes. This data indicates a need for increased after school offerings within these zip codes. Research shows that 8th graders who show a high interest in science are more likely to choose a career in STEM than those who only exhibit high performance academically. <sup>11</sup> After school science programs can help increase interest in science and increase knowledge and performance in science studies. Studies have shown that students who regularly participate in after school programs have higher attendance rates in school and therefore increasing their chances for graduation.<sup>12</sup> It is also important to note that participation in after school can

**DRAFT**

4

## **Narratives**

decrease involvement in risky behaviors (such as substance abuse and truancy), increase academic performance and increase high school graduation rates.

The 4-H CAPITAL AmeriCorps Project will address youth needs in increasing attendance, increasing academic performance, increasing SET skills and providing high quality after school programs. We will do so with a focus on increased student academic engagement and interest in SET studies.

### **Value Added: AmeriCorps Member Roles and Responsibilities**

The 4-H CAPITAL AmeriCorps Project is requesting 32 AmeriCorps Members or 24 MSY for the upcoming grant cycle (16 full time Members and 16 half time Members). AmeriCorps Members with the 4-H CAPITAL Project have primary and secondary responsibilities when it comes to addressing the community needs identified below.

The primary responsibility for all full time and half time Members addresses our goal to improve academic performance and interest in science-based academic studies. Members lead science-based 4-H Clubs during the after school hours. Each 4-H Club creates and develops their own 4-H Project - a semester long hands-on learning experience that incorporates knowledge gained, skill development, leadership development, community service, and career exploration. Members will be responsible for 4-H Project selection, project design, curriculum development, and behavior management for their after school Clubs. Topics of exploration can include a variety of topics such as: Aquatic Science, Animal Science, Junior Master Gardener, Environmental Sciences, and Physics. During their after school classes, full time Members will have co teachers (half time Members) at least two days per week. Half time Members will have co-teachers (full time Members or other half time Members) every day of the week.

All curriculum used after school is strategically aligned with the Texas Essential Knowledge and Skills (state academic standards) and the school districts' Curriculum Development Road Map (plan for curriculum delivery throughout the school year, by grade). This upcoming year, our Members will serve youth afterschool at 23 different Austin ISD locations, 9 Del Valle ISD locations, as well as 1 Austin Area Charter School, for a total of 33 sites.

In addition to the 4-H Project implementation, Members act as group leaders to their 4-H Clubs. The 4-H Club identity is designed to create a sense of belonging and camaraderie amongst the students as a unified club. Our emphasis on the club environment keeps youth coming to after school and therefore improving school day attendance; this club aspect of 4-H CAPITAL addresses our program goal of increasing school day attendance. Part of the club design involves the implementation of

**DRAFT**

⑤

**Narratives**

character development curriculum as well as a club leadership structure among the youth. The Character Counts curriculum that we utilize is a National evidence-based program focused on decreasing risky behaviors and increasing positive behavior.

In addition to their direct teaching after school, members hold secondary responsibilities in the 4-H CAPITAL program. These secondary assignments are designed to support their teaching after school. Members spend, on average, between 5 and 10 hours each week on their secondary assignment. Each assignment is outlined in more detail below.

A secondary responsibility for all full-time and half time Members is to participate in community outreach. CAPITAL AmeriCorps Members work in the area of Education to try and improve their students' academic performance. In order to have a better understanding of the target population and to better understand the community needs, Members must complete three hours per month of community outreach with one of several approved non-profit partners. These hours of community outreach enforce the daily work of 4-H CAPITAL, by focusing on poverty relief, education, environmental sustainability, and healthy living.

Other secondary responsibilities for full time Members include: 1) Para-teaching: para-teachers will work at their assigned campuses during the school day as assistants to school day teachers. This assignment helps mentor the Members in curriculum development and behavior management and provides the campus with extra assistance during the school day. This also allows the members to work with their after school youth during the day and to help increase their skills in behavior management and lesson planning for their after school programs. 2) Curriculum Development Team: although all Members are responsible for their own lesson plan design, this group works in a team environment to create entire Science Units from scratch that focus on specialty areas driven by community needs. This team supports direct teaching after school by building new and TEKS compliant Curriculum for use in the after school program 3) Junior Master Gardener Team (JMG Team): gardening is always a large part of our curriculum focus during any given semester. The JMG Team helps to coordinate gardening efforts in lesson planning, soil and plant distribution, and sharing of resources (such as literature, websites, community contacts). 4) Urban Animal Science Team (UAS Team): another team works with the Urban Animal Science Program. The program focuses on meat-goat projects. Program instruction addresses animal nutrition, anatomy and physiology, basic veterinary science, showmanship and grooming, character development and more. Students are paired during the fall semester. Each pair is responsible for the care and training of one goat. In January, students show the goats at the CAPITAL Classic show in Burnet and the Travis



# DRAFT

⑥

## Narratives

County Youth Livestock Show. This program requires a larger percentage of our Members' time when it comes to class preparation, because each Member is responsible for the monitoring of their goats as well as lesson planning. Both the JMG Team and the UAS Team secondary assignments allow those Members teaching in these areas afterschool to have the necessary preparation time, support, curriculum development, and mentoring to successfully teach in these areas after school. The work completed by these teams each week makes the after school classes possible. 5) Outreach Team: the Outreach Team establishes partnerships with non-profit organizations to develop outreach opportunities for all the Members. The Outreach Team also dedicates a significant amount of their time in the spring by representing 4-H CAPITAL on the Austin AmeriCorps Week Planning Committee. The work completed by this team supports the after school program by providing opportunities for all the Members to gain real experience working with poverty and education issues in the community so that they can increase their understanding of the populations in which they work. AmeriCorps Members are particularly suited for performing these responsibilities for a variety of reasons. First, the 4-H CAPITAL Project offers an environment for learning and experimenting with program design and curriculum development, the program provides an effective training ground for Members in the areas of education. Many of our Members have interests in the areas of teaching and non-profit education and gain much needed real life experience through our program. Additionally, this program offers a direct service opportunity for AmeriCorps Members to initiate change in a community during the course of one academic year. CAPITAL AmeriCorps Members will have the chance to increase academic performance, school attendance and make a change in their students' lives within their term of service. Not only is this beneficial for the youth we serve, but it provides a rewarding and fulfilling service experience to the Members in our program.

On a daily basis, our AmeriCorps Members work on school campuses with many other community partners in their after school programs. Every day our Members are out in the field teaching, they wear AmeriCorps gear and provide a high profile opportunity to promote the impacts of AmeriCorps service throughout communities in Travis County.

Utilizing AmeriCorps Members adds a high amount of value to the 4-H CAPITAL Project. First of all, we can provide high quality programming in our after school 4-H Clubs because we have AmeriCorps Members. Other organizations that provide services after school utilize part-time staff and employ them for less than 20 hours per week -- this is what can be afforded and program quality suffers. For this reason, AmeriCorps Members are a very cost effective way for the 4-H CAPITAL Project to fulfill its mission. AmeriCorps Member service allows ample time for program planning and

**DRAFT**

①

**Narratives**

implementation so that our 4-H Clubs are high quality and in high demand. CAPITAL community partners seek out our program because of our AmeriCorps volunteers -- they see the difference in the quality of our programs.

Secondly, working with high risk populations is difficult and teaching in the after school environment can be very challenging. Individuals who are successful in these environments exhibit the following qualities: dedication to betterment of youth, commitment to changing communities, the desire to work hard, and the need to be challenged. These are the qualities that make an AmeriCorps Member. These qualities are needed at 4-H CAPITAL to implement our programs.

**Evidence-Based**

The 4-H CAPITAL AmeriCorps project utilizes national 4-H evidence-based curriculum in our after school programs. Curriculum developed through National 4-H has three components: content and educational learning opportunity designs, professional development, and evaluation. All 4-H National curricula go through a stringent peer review and evaluative research studies. Because of our affiliation with the National 4-H Movement, our program has access to numerous resources online for free or at nominal fees. Our instructors utilize these national resources and supplement it with curriculum from other reputable resources like NASA and the Council for Environmental Education.

The 4-H CAPITAL AmeriCorps Project demonstrates measurable impact in two significant ways: 1) through pre-test and post-test administration and 2) through a data share agreement relationship with Austin ISD.

Our curriculum design is structured so that each grade level receives instruction in a specialized area of Science. Kindergarten through Second grade will be taught introductory Science Experiment and Appreciation courses. Because of their age, they will not participate in pre and post testing. Third graders explore the Physical Sciences, fourth graders focus on Earth and Environmental Sciences, and fifth graders specialize in Life Sciences. Pre and post tests will be administered for each subject area at the beginning and end of each semester to demonstrate knowledge gained.

Through a data share agreement with Austin ISD, we will be able to track aggregate data on our 4-H CAPITAL youth as a whole. We will be able to track the following information: attendance rates, standardized test scores, discipline incidences and economically disadvantaged status. Because the analysis requires obtaining student school ID numbers, the data can be assessed over time with the same groups of youth or in comparison with peer groups. This data share agreement will help us measure the impact of our own program on attendance and academic performance.

**DRAFT**

⑧

**Narratives****Member Experience**

Serving in 4-H CAPITAL exposes AmeriCorps Members to a wide variety of entities and community partners that widen the view and scope of their service experience. Members have the opportunity to partner and work with daytime and afterschool staff, AgriLife and County Extension staff as well as multiple community based nonprofits. Along with meeting one on one with Members after site visits and teaching observations to reflect on their service experience, supervisors engage the group in several civic reflection sessions throughout the year. At the end of pre-service orientation all Members write a letter to self, detailing their personal goals for the next year and what they hope to gain from this term of service. The letter is then sealed, not to be reopened until the end of their term, so they can reflect on all that they have learned since training. The program also gives updates on the group's progress towards meeting our performance targets and service updates from the National level at every monthly staff meeting. We train Members extensively on the history of national service and the entities involved in the CAPITAL program during pre-service orientation. All our sites are notified that they are receiving AmeriCorps volunteers and at the first meeting a Member will identify themselves as an AmeriCorps volunteer to their Site Coordinator. On site, Members wear gear each day that identifies them as AmeriCorps Members. All 4-H CAPITAL AmeriCorps Project Members see each other daily during planning hours at the office and during monthly staff meetings as well as pre-service orientation and trainings throughout their term. Prior to their start of service, incoming Members are invited to join a Google Group, which connects all AmeriCorps Members from different programs serving in the Austin area. From this Google Group Members are able to network to find roommates, plan meet ups, and shares tips and resources for relocating and living in Austin. Each year our Members participate in the Austin Swearing-In ceremony and Austin AmeriCorps Awareness Week and Day of Service. This gives them the opportunity to meet AmeriCorps Members from other Austin programs and learn about a variety of service experiences. We also encourage all our AmeriCorps volunteers to register with AmeriCorps Alums so that they can continue to serve their community once their term has ended. And lastly, the 4-H CAPITAL AmeriCorps Project has representation at Leadership Council each year.

**Overall Picture**

The program design of the 4-H CAPITAL AmeriCorps Project was created intentionally to directly link community needs, program delivery, AmeriCorps participation, and expected outcomes. To

**DRAFT**

⑨

**Narratives**

address our identified needs the 4-H CAPITAL AmeriCorps project seeks to have the following outcomes: to increase student attendance, increase academic performance, and to increase interest and knowledge in science. It was stated earlier that regular attendance in after school programs has a significant impact on improving school day attendance. The 4-H Club model is designed to create a sense of belonging to the after school program. Youth involved in our 4-H Clubs have roles and responsibilities within their Clubs that helps to maintain their attendance in our programs. Last year 4-H CAPITAL AmeriCorps project had 1,187 youth complete the program, demonstrating our ability to maintain young people's commitment to their after school clubs and to school. Our goal is to have an aggregate school day attendance rate of 97% (one percentage points above the state averages for Title I schools) for our 4-H youth.

Our after school classes are designed specifically using the Texas Essential Knowledge and Skills and the school districts' Curriculum Development Road Map as a foundation for lesson planning throughout the year. This ensures that we focus on key science concepts that help students improve academically in their school day performance. With hands on learning after school, science is fun! As was mentioned earlier, interest in science can help encourage success in the subject area. Our goal is to see 100% of the youth that complete our program to have a 20% increase in knowledge and interest in Science from our pre and post test assessments. We also want to see 80% (the Austin ISD average from 2010) of 5th grade youth who complete our program meet the standards on their Science standardized test each year.

AmeriCorps Members provide the time, dedicated spirit, and the commitment to making a change in the world that is needed to implement these programs successfully.

**AmeriCorps Member Selection, Training, and Supervision**

The 4-H CAPITAL AmeriCorps Members are recruited through the National AmeriCorps Website, and local universities. We recently started a partnership with the Austin Vet Center and Texas Workforce Commission in the hopes of recruiting veterans in the future. We also plan to reestablish a partnership with Huston-Tillotson in the hopes of diversifying our Corps. We have had great success in working with people with disabilities in the past and look forward to continuing recruitment for that demographic. The 4-H CAPITAL AmeriCorps Project plans to target a new underserved population by recruiting graduating high school seniors. Serving a year with AmeriCorps as a half-time Member would be a great resume builder for these recent high school graduates and the education award could go towards future schooling. We will ensure success of this new population by tailoring training and

**DRAFT**

⑩

## **Narratives**

supervision to the needs of an individual who most likely has less professional experience. Each of these Members will have a self-selected Service Sponsor who will maintain regular contact with the Member and the program. The Service Sponsor will either be a family member or friend who can offer support when these Members experience difficulties in fulfilling their commitment; they may also help the Member talk through possible solutions with supervisors.

The entire 4-H CAPITAL Corps completes three weeks of pre-service orientation and training that includes an overview of 4-H CAPITAL, after school systems, CNCS, prohibited activities, teaching practice with peers and youth, behavior management techniques, CPR, disaster response, lesson planning and many other areas that are necessary for a high quality, impactful service experience with our program. During this time, each Member also meets the after school Site Coordinator(s) for the school(s) they will serve. Members receive any site specific orientation or training needed at that time. The program asks for feedback in the form of an anonymous survey on all aspects of the training from the Members once pre-service orientation is complete, so that we can continue to improve in this area.

We take several opportunities for additional training throughout the year as determined by the school calendar. Additional staff development occurs in the fall and the beginning of January; Life After AmeriCorps training takes place in April. These staff developments cover such topics as civic reflection, additional behavior management training, resume building and networking workshops or any other areas deemed necessary by supervisors or the Members themselves. As previously mentioned, we will offer additional or alternative training for the recent high school graduates during pre-service orientation and throughout their term, such as assistance with college applications for Life After AmeriCorps training.

The 4-H CAPITAL Members are supervised and supported by a Project Manager, two Project Coordinators and an Administrative Assistant. The Project Coordinators handle most of the day to day supervision of the Members. The In-House Coordinator tracks Member hours, conducts biweekly check-ins with the Members and manages Member files in conjunction with the administrative assistant. The Field Coordinator conducts all site visits and teaching observations and coaches the Members as they develop their skills in teaching and behavior management. The Project Manager supervises the Project Coordinators, handles disciplinary action with Members as needed, performs the mid and end of term performance reviews, implements policies and procedures to ensure grant compliance and acts as the main liaison to OneStar. Supervisors are selected by the Program Director based on their experience and or degrees in the field of education, social services and management.

**DRAFT**

11

**Narratives**

Supervisors are trained by the Program Director and other office support staff. Supervisors receive ongoing training from Travis County, OneStar, and other National Conferences put on by the Corporation for National and Community Service. The Project Manager and Administrative Assistant are supervised and supported by the Program Director.

**Outcome: Performance Measures**

Each year we have clear and measurable outcomes that we wish to see in the 4-H CAPITAL youth that complete our program. At the end of the three year grant cycle, we will be able to see consistent success each year in meeting these program outcomes: 1) 1400 youth enrolled in the 4-H CAPITAL AmeriCorps Project after school programs; 2) 910 youth (or 65% of enrollment) will complete the 4-H CAPITAL AmeriCorps Project after school program. Completion is defined as attending 60% of program days (the U.S. Department of Education has established this as the minimum rate of participation to gain the benefits of participation in an after school program); 3) 85% of the youth that complete our program (773 youth) will demonstrate increase student engagement and interest in Science.

The increase in academic engagement and interest in Science will be measured using standardized, age appropriate, and subject specific attitude questionnaires in a pre and post test format. We will report this data annually in our Annual Performance Review.

We determined our performance measure targets based on 1) previous attendance and enrollment data and 2) a sample set of data from our 2010 5th graders for Science standardized test scores and attendance data. Our enrollment and completion goals decreased from last year for one crucial reason. In Austin ISD in the past, we served four separate groups of students weekly -- one group for every day of the week (Monday thru Thursday). During the 2011-2012 school year, at many of the campuses, we are serving only two groups of students weekly -- two groups twice per week. This allows us to have a greater impact on the students we serve, but will cause the program a decrease in enrollment from the previous year.

During our last full year of programming, school year 2010 -- 2011, the 4-H CAPITAL project enrolled 1830 youth in our 4-H CAPITAL after school programs, exceeding the performance measure for enrollment by 430 youth. 1187 of those enrolled youth completed the program by attending 60% of program days or more; thus exceeding the performance measure by 337 youth.

One predicted intermediate outcome to our enrollment performance measure stated that 210 enrolled 5th graders (65% of enrolled 5th graders) would score as well or better than their peers on the Science

**DRAFT**

⑫

**Narratives**

TAKS test. Even though our program enrolled 322 5th grade students during the 2010-2011 program year, due to unforeseen difficulty, we were only able to show that 169 youth did as well or better than their peers on the science TAKS test as we were not able to obtain data on all of our enrolled 5th grade students. However, 68.5% of 5th grade students for which we were able to obtain data did as well or better than their peers on the science portion of the TAKS test. The 4-H CAPITAL AmeriCorps Project has also grown in the last year to serve 27 schools in the 2011-12 school year, up from 22 sites the previous year. The program has continued to strengthen and grow while exceeding performance measures. This upcoming grant cycle we are challenging ourselves to have more impactful and more definitive outcomes indicating a strong organizational commitment to expanding our footprint in the community and further developing our programs to meet community need.

**Volunteer Generation**

Volunteers will be recruited to enhance the educational experience of 4-H CAPITAL in the form of guest speakers in the classroom and parent chaperones on fieldtrips. Members also recruit individuals and community partners as volunteers for community outreach events. Because the volunteers will be performing service that is episodic and not skill specific, their supervision can be handled by the Member who recruits them. The recent high school graduates will also each recruit a volunteer to be their Service Sponsor as mentioned previously. The supervision of these volunteers will be handled by the Project Manager and the Member that recruited them.

**References**

- 1 Academic Excellence Indicator 2009-2010. Texas Education Agency, 2010.
- 2 American Community Survey
- 3 <http://childrensoptimalhealth.org/wp-content/uploads/2010/03/CTAN-Map-Report.pdf>
- 4 <http://ritter.tea.state.tx.us/perfreport/aeis/2010/index.html>
- 5 [http://archive.austinisd.org/inside/docs/ope\\_08-104\\_RB\\_9th\\_Grade\\_Predictors\\_of\\_Dropout.pdf](http://archive.austinisd.org/inside/docs/ope_08-104_RB_9th_Grade_Predictors_of_Dropout.pdf)
- 6 <http://esd113.org/uploads/documents/studentssupport/Dropout%20Prevention/Drop%20out%20Key%20Predictors.pdf>
- 7 [http://archive.austinisd.org/inside/docs/ope\\_08-104\\_RB\\_9th\\_Grade\\_Predictors\\_of\\_Dropout.pdf](http://archive.austinisd.org/inside/docs/ope_08-104_RB_9th_Grade_Predictors_of_Dropout.pdf)
- 8 <http://www.tea.state.tx.us/student.assessment/taks/rpt/perf/>
- 9 [http://archive.austinisd.org/docs/AISD\\_2010\\_TAKS\\_Preliminary.pdf](http://archive.austinisd.org/docs/AISD_2010_TAKS_Preliminary.pdf)

# DRAFT

13

## Narratives

10 <http://www.afterschoolalliance.org/documents/STEM-Afterschool-Outcomes.pdf>

11 <http://afterschoolalliance.org/STEM.cfm>

12 [http://www.afterschoolalliance.org/documents/factsResearch/2011\\_Outcomes.pdf](http://www.afterschoolalliance.org/documents/factsResearch/2011_Outcomes.pdf)

### Organizational Capability

#### Organizational Background and Staffing

The 4-H CAPITAL Project began in 1992 as a 5-year USDA grant. Our mission is to reduce the risk for school failure and school dropout by increasing science and literacy skills while promoting healthy growth and development. We fulfill this mission by providing high-quality after-school enrichment programs that focus on science, math, technology, and literacy. Adopted by Travis County in 1997, the program received its first AmeriCorps grant in 2003; since then, AmeriCorps funding has been renewed annually. With the support of AmeriCorps volunteers, 4-H CAPITAL has grown from one school to 30, totaling more than 25,000 contact hours annually with Travis County youth.

#### Primary contact:

Lydia Domaruk

County Extension Agent

4-H CAPITAL Project

(512) 854-9609 phone

(512) 854-9611 fax LRDomaruk@ag.tamu.edu

#### Secondary contact:

John Bradshaw

Travis County

Grant Coordinator

(512) 854-4277

(512) 854 -4123

John.bradshaw@co.travis.tx.us

Travis County administers a variety of federal grants from the U.S Department of Energy, U.S. Department of Health and Human Services, U.S. Department of Justice, U.S. Department of Housing and Urban Development, Corporation for National and Community Service (CNCS) and other federal agencies. Travis County has administered this AmeriCorps grant every year since 2003. Travis



**DRAFT**

(14)

**Narratives**

County has a sound administrative and fiscal infrastructure in place. The Travis County Auditor's Office produces the financial reports for all county grants. The county follows the appropriate Office of Management and Budget (OMB) Circulars as well as the Uniform Grant Management Standards (UGMS) and AmeriCorps Terms and Conditions for administering federal grants. All of the AmeriCorps grant staff are familiar with the various regulations involved in grant administration. The appropriate staff regularly attends grant management training sponsored by CNCS or the OneStar Foundation.

The Travis County CAPITAL AmeriCorps Project is administered by 4-H CAPITAL through Travis County Health and Human Services and Veterans Service (TCHHSVS). TCHHSVS and 4-H CAPITAL have demonstrated an ongoing commitment to the AmeriCorps program by consistently exceeding the minimum grantee share of total program costs. The grantee share has always exceeded 40% and has averaged almost 50% during the first eight years of the program. The budget for the 2012-2013 AmeriCorps program (including grantee share) represents approximately 3% of the TCHHSVS budget.

Although this is a small portion of the TCHHSVS budget, it is an important part for Travis County would not fund the 4-H CAPITAL Project at the same level if the grant was not renewed. Travis County has received funding from OneStar for the AmeriCorps program since 2003. It has also received funding from CNCS for the Retired Senior Volunteer Program (RSVP) for the past 35 years. The percentage of the total TCHHSVS funding received from OneStar and CNCS for the AmeriCorps and RSVP programs is approximately 1.5% of the TCHHSVS annual budget.

The 4-H CAPITAL AmeriCorps Project is a part of Travis County Health and Human Services which is supervised by the County Executive, Sherri Flemming. The Texas AgriLife Extension Service office reports to the County Executive. The Extension Office is managed by the County Extension Director, who directly supervises the County Extension Agent who oversees the 4-H CAPITAL Project. The 4-H CAPITAL Project is advised by the 4-H CAPITAL Advisory Board. The board consists of members of the two school districts that we serve as well as other community and industry representatives. The board advises the program in areas of marketing, program design, resource acquisition, and management. The Advisory Board does not have management responsibilities, but merely serves in an advisory capacity.

Currently our AmeriCorps Project is fully integrated into the 4-H CAPITAL Project as a whole. Our 4-H CAPITAL staff instructors work closely with the AmeriCorps Members as mentor teachers and curriculum area leaders. The AmeriCorps Project is seen as an integral component to 4-H CAPITAL by our staff and by our community partners. Our Members each have their own work space in the

**DRAFT**

15

**Narratives**

office and are considered just as much a part of our team as the staff members. Our record indicates that we have managed the program well and have a strong record of compliance and responsiveness. We have been given satisfactory reports on all mid year and annual performance reviews. CAPITAL staff is present at each OneStar support call and have been prompt in fulfilling specific requests and responding to communication to OneStar.

The staff structure for the AmeriCorps program itself includes a Project Manager who provides oversight to the AmeriCorps project as a whole, manages grant reporting, communication with OneStar, and Member management. The current Project manager, Charlotte Benbenek-Price, began her career with 4-H CAPITAL as an AmeriCorps Member, then served as the In-house Coordinator and has been the Project Manager for almost two years. The Project Manager also directly supervises two Project Coordinators. The In-house Coordinator supervises all administrative duties related to the AmeriCorps Members such as enrollment paperwork, time tracking, recruitment, mileage, background checks, and purchase requests. Our current In-house coordinator, Jaclyn Remick served two years as a VISTA volunteer and has been in her current position for one year. The Field Coordinator supervises all teaching and curriculum planning duties related to the AmeriCorps Members such as approving lesson plans, training in behavior management, conducting site visits and completing formal teaching observations. Our current Field Coordinator, Nikki Lewis, is a certified teacher and has been working in the education field for over ten years. She has been in her current position for 6 months.

Four other positions are supported by the AmeriCorps Project budget. The Administrative Assistant handles financial management of grant funds, human resources issues for Members, and submits the Match report to the County for approval. The Warehouse Specialist maintains teaching supplies, processes Member material requests, and handles all program supply purchasing. The 4-H Program Assistant handles all technology needs, manages the attendance database, and tracks our performance measures. This position also acts as a curriculum advisor to Members in the area of Physical Sciences. The Extension Program Assistant acts as after school scheduler, manages the substitute schedule for Members, handles invoicing and contracts for the AmeriCorps Project and assists with warehouse and purchasing. This position also acts as an advisor to Members in helping to plan culminating events. The 4-H CAPITAL AmeriCorps Project team will attend all management and financial training required by OneStar to ensure a high quality AmeriCorps program. We also will send an AmeriCorps Coordinator to the National Conference on Volunteering and Service and the National Symposium on Inclusion and Service. When new staff is hired, we have a pre-determined new AmeriCorps Project

**DRAFT**

①6

**Narratives**

staff orientation that covers all aspects of meeting grant requirements both programmatically and financially. Any questions that arise are directed to OneStar for guidance. Additional staff training is provided through the Youth Program Quality Initiative (YPQ). The Austin area is the only community in Texas to adopt the Weikert Center for Youth Program Quality's innovative YPQ model, which is designed to help youth program staff continuously assess, plan, and improve the out-of-school-time services they provide. The YPQ model includes ten training modules, an assessment tool, and training on Quality Coaching. Our AmeriCorps Project Manager and Project Coordinators are trained Quality Coaches with the YPQ.

**Sustainability**

The 4-H CAPITAL AmeriCorps Project is positioned well for sustainability plans. We have strong community partnerships with the school districts that we serve. Austin ISD has listed 4-H CAPITAL as a partner in their two, currently funded, 21st Century Community Learning Center grants. The Cycle 6 grant will have two more additional years of funding and the Cycle 7 grant has four more additional years of funding. This partnership secures 4-H CAPITAL's participation in AISD after school for the next few years. Also, since we enter into fee for service contract agreements with both AISD and DVISD, we have a secure source of income to support our after school programming. This fall 4-H CAPITAL will also be seeking additional grant funds to support our Urban Animal Science Programs at five of our school locations. Grant funds from a private foundation will help us support 4-H CAPITAL staff and AmeriCorps volunteers at these school locations in lieu of fee for service contracts. Also, the traditional 4-H Club structure involves strong support from families and school communities. We encourage parent participation in our 4-H Clubs. In a traditional setting, parents support and lead the 4-H program. During this next grant cycle we aim to recruit more parents as volunteers, particularly at our Urban Animal Science schools as they will be an integral part of continuing the Club presence at the schools. CAPITAL staff will provide oversight and training to Members in this area, as well as seek support from the school district staff.

Our largest community partners are Austin ISD and Del Valle ISD. Both districts have representation on our 4-H CAPITAL Advisory board. Each school site provides an on-site after school coordinator or campus contact. The coordinator assists in recruitment of youth for our 4-H Programs, serves as a liaison to the campus administration, and secures program space on campus for our classes. The Site Coordinator also provides guidance and training to our AmeriCorps Members specific to that school or the targeted youth at that particular campus. Austin ISD staff has played an integral part in helping us develop our curriculum design and determining which subject areas are taught at which grade

**DRAFT**

①7

**Narratives**

level.

**Compliance and Accountability**

The 4-H CAPITAL AmeriCorps Project provides a comprehensive orientation to all AmeriCorps Members and staff regarding the rules and regulations for the AmeriCorps Project grants. Staff attends regular OneStar support calls and asks questions as necessary to make sure that all rules and regulations are followed accurately. Staff also attend OneStar sponsored trainings and meetings where support and information is provided. The 4-H CAPITAL staff conducts internal audits of Member files to ensure the proper documentation on all of our Members. We also have internally published policies and procedures regarding Member management, recruitment, hours tracking, and fiscal management that our AmeriCorps team uses to ensure consistency and accuracy in these areas. All Members are trained specifically on prohibited activities. All Members sign an official training document that verifies their participation in this orientation and training. Information on prohibited activities is also included in Member Contracts. Information is provided to after school Site Coordinators on Member prohibited activities to solicit their help in enforcing these rules and to ensure that they do not make prohibited requests of our AmeriCorps Members. The Field Coordinator conducts regular site visits and the In-house Coordinator schedules regular office check-ins. Both of these meetings give Members the opportunity to ask questions regarding their service and compliance to grant related issues and provide our Coordinators opportunities to see and correct inappropriate behavior if it were to occur. The 4-H CAPITAL AmeriCorps Project holds itself completely accountable to compliance issues. If an issue were to arise, our Program Director or Project Manager would notify OneStar immediately and seek advice on how to proceed. If it was an issue of a Member participating in prohibited activities we would disallow those hours and pursue as a Member discipline issue if necessary.

**Enrollment and Retention**

We have historically maintained a record of 100% enrollment or higher. At the end of our last complete program year, we had a retention rate of 90.6%. We have made targeted changes to our recruitment process to ensure a higher retention rate. Retention rate has much to do with successful recruitment. To decrease the likelihood of returning Member drop out, we have made it a more challenging process for current Members to return. Our interview is much more in depth now, and focuses on helping the Member think critically about why they want to return and what they expect

**DRAFT**

18

## Narratives

to gain from a second term.

The second change we made to our recruitment procedures was to place an increased focus on commitment throughout all steps of the interviewing process. Questions like, "Please give an example of when you made a commitment and how you followed through. What challenges did you face in keeping your commitment and how did you overcome them?" help to reiterate this concept. We also stress at several points during the initial contact email, phone interview, and second interview, that this is a commitment, and state very clear expectations for the length of term as well as daily service hours needed. We believe that all of these changes will help ensure that we recruit Members that can commit and will honor the commitment to a full and continuous term of service.

In addition to the recruitment changes made we also created a check-in schedule for the Members to meet with the In-House Coordinator every two weeks. These check-ins provide additional support as the Members transition into their roles as teachers in our program. During these meetings the Members give updates on site issues and Members have the opportunity to make us aware of personal issues which could affect their service. This helps ensure that the program is aware of issues with Members as early as possible to help mitigate any problems before they result in a Member leaving. One challenge has been in retaining quarter time members. Because of our program design, it has been more difficult for those individuals in quarter-time positions to honor their commitment. For the next grant cycle our request is to have a Member mix of full and half-time positions only.

### Performance Targets

During our last full year of programming, school year 2010 -- 2011, the 4-H CAPITAL project enrolled 1830 youth in our 4-H CAPITAL after school programs, exceeding the performance measure for enrollment by 430 youth. 1187 of those enrolled youth completed the program by attending 60% of program days or more; thus exceeding the performance measure by 337 youth.

Our final performance measure stated that 210 enrolled 5th graders (65% of enrolled 5th graders) would score as well or better than their peers on the Science TAKS test. Even though our program enrolled 322 5th grade students during the 2010-2011 program year, due to unforeseen difficulty, we were only able to show that 169 youth did as well or better than their peers on the science TAKS test. We were not able to obtain data on all of our 5th grade enrolled students; however, 68.5% of 5th grade students we were able to get data on did as well or better than their peers on the science portion of the TAKS test. In this current year, through an agreement with Austin ISD, we have secured a means to obtain accurate and complete data on all of our youth participants in the 4-H CAPITAL AmeriCorps

# DRAFT

19

## Narratives

### Project after school programs.

The 4-H CAPITAL AmeriCorps Project has also grown in the last year to serve 27 schools in the 2011-12 school year, up from 22 sites the previous year.

### Demonstrated Compliance or Areas of Weakness

Currently, Travis County manages the 4-H CAPITAL AmeriCorps Project grant; however, our fee for service contracts with the school districts have been executed through Texas AgriLife Extension Service for the last three years. Although we stand by the accuracy and transparency of our current fiscal management practices, the practices are complicated. It is cumbersome to manage finances for the AmeriCorps Project with input from two government agencies. In order to streamline our fiscal management and make our policies and procedures more clear, the 4-H CAPITAL AmeriCorps Project fee for service contracts will no longer pass through AgriLife. Contracts will now be executed through Travis County. This will allow for all of our financial documentation and monitoring to funnel through one organization.

Also, in the past, one of our Performance Measures depended on 5th grade Science TAKS scores as an indicator of academic success. This was a weak indicator in that only the 5th graders took this test and it is taken one time. We did not have a means to show knowledge gained over time and did not have data on all of our participants. For our current year, we have moved to a pre-test / post-test method for all youth participants 3rd grade and up. This will be a much stronger indicator of knowledge gained. We will still collect data on Science standardized test scores as a supplemental indicator of success.

### Cost Effectiveness and Budget Adequacy

#### Cost Effectiveness

The cost per MSY for the Travis County CAPITAL AmeriCorps Project will remain at \$12,571 for the 2013-2014 grant year. The intensity of the Travis County program and its high academic standards require members to be highly skilled and engage in preparation beyond that required in many other programs. Operating school-based and community-based after-school programs in East, Northeast and Southeast Austin is a complex task requiring significant expertise, time and commitment. The compelling community need for science enrichment for youth in grades K-5 requires a substantial amount of materials and resources. High quality staff is required to provide the necessary member training, supervision, coordination and support. Recruiting and training members to teach rocket science, engineering, chemistry, and other complex science topics to engage young students is

**DRAFT**

20

**Narratives**

challenging and requires skilled members in sufficient numbers to permit individual student attention. We believe the cost per MSY as well as the number of staff in the proposed budget are appropriate and necessary to ensure programmatic compliance and integrity. The 4-H CAPITAL AmeriCorps Project has a diverse range of resources for program implementation. We receive income from our fee for service contracts with Austin ISD, Del Valle ISD as well as charter school locations. Travis County also dedicates funds in support of grant management and staff. The total amount of funding needed from non-Corporation sources to support the project in 2013-2014 is \$500,203. The status of non-CNCS resource commitments to date is: 1) \$181,058 Travis County General Fund (Cash) (Committed); 2) \$246,509 Federal money coming from fee for service contracts (Cash) (Pending); and 3) \$72,636 Administrative Costs from Travis County (In-kind) (Committed). This school year, we have five sites that have lost funding for after school. These five sites are a part of our Urban Animal Science Program.

**Address Grantee Share**

Travis County has demonstrated its commitment to the AmeriCorps program by consistently exceeding the minimum grantee share of total program costs. The proposed total grantee share for 2013-2014 is 62%. Travis County government contributes General Fund matching dollars and in-kind support. Texas AgriLife Extension Service provides office space for members. For the upcoming grant year the 4-H CAPITAL AmeriCorps Project is requesting 24 MSY. The Project will serve about 33 sites during the 2013-2014 school year. The 4-H CAPITAL Project is committed to financially supporting and growing our AmeriCorps program.

**Budget Adequacy**

Program supply amounts were determined by purchases from the current and previous program years. Our program design includes an adequate amount of staff time to support the Members in their service responsibilities and in management of grant reporting. All of the personnel currently in the positions listed in Section I - Personnel Expenses of the budget have had criminal history checks. Training amounts and travel amounts were estimated based on current year's expenses. The 2013-2014 budget adequately supports our program design, is cost effective, and adequate to support an effective science-based after-school program.

**Evaluation Summary or Plan**

4-H CAPITAL AmeriCorps Program is part of a three-year independent, external evaluation of the

**DRAFT**

21

**Narratives**

AmeriCorps\*Texas portfolio that OneStar Foundation (OneStar), the Texas state service commission, is conducting on all of its programs. OneStar has contracted with The RGK Center for Philanthropy and Community Service at the LBJ School of Public Affairs at the University of Texas at Austin (RGK) to implement a rigorous, scientifically-based independent evaluation. Components of the evaluation include: measuring the value of AmeriCorps service across Texas; analyzing impact; evaluating organizational structure and program management characteristics to identify any determinants of successful program implementation; and providing a series of case studies examining the strategic use of AmeriCorps members to make significant impact in their communities. RGK is nearing the completion of the data collection phase from program directors, members, and various sources of organizational characteristic data and will begin analysis and case study work in late 2011. Once the evaluation is complete in 2012, the final report will be sent to CNCS.

**Amendment Justification**

N/A

**Clarification Summary**

N/A

**Continuation Changes****Year 2**

**New Site Locations/Expansion:** Travis County CAPITAL will continue to work with sites in AISD, DVISD and afterschool programs run by the Boys and Girls Club. We may have an opportunity to expand the number of sites and work with new ones with one of these partners, but we will not know this for certain until closer to the beginning of the school year.

**Changes in Performance Measures:** Because we are not currently on track for meeting our intermediate outcome, ED 27, we would like to lower our target from 773 (85% of the 910 students expected to complete the program will show an increase in engagement) to 637 (70% of the 910 students expected to complete the program will show an increase in engagement). Since this was our first year using ED 27 as a measure, we believe we unintentionally picked a target that was too high for our program design. We think this new target of 637 is a more attainable goal for our program.

**Plans for Improving Retention:** Last year was challenging retention wise for our program. Three Members were exited for personal compelling reasons and we also had 4 Members exited for cause. One resigned from her post due to misconduct and 3 left for other job opportunities. One of these



**DRAFT**

22

**Narratives**

Members was serving in a quarter-time role and this has only added to the evidence from previous years that the quarter-time positions are not a good fit for our program. The amount of money per pay period is very small, while the commitment is still quite significant. We no longer have quarter-time positions starting this current program year and we feel it has helped our retention rate. We also made several improvements to our recruitment process this year to ensure that the right Members are picked for the positions in the first place. We updated the position descriptions viewed by applicants to provide more clarity about what serving in our program is like including a typical day schedule. We now include a phone dialogue with a currently serving TCCAP Member in the application process so the applicant can ask a current Member about serving in the program. And we have also increased our online presence with a web page and Facebook account, so applicants can get a clearer picture of our program through independent research. We have also found ways to improve the service experience of our Members for the 2012-2013 year. The 2012-2013 Members have been given more input on the subjects they teach to their students and schools they will be serving at. The program has also sought ways to promote a stronger culture of commitment to service through the discussion of our core values during PSO which we believe has helped to increase our retention rate this year.

**Responding to a State or National Disaster:** In the event of a local, state, or federal disaster declaration, AmeriCorps members may occasionally need to deploy to an affected area (in-state or out-of-state) to participate in response or recovery operations for up to 60 days. During this time, service hours spent in response to that event may be counted towards the total required member hours of a given member. Any given member will spend no more than 120 days on disaster related activities in a given member year without the prior consent of the OneStar Foundation unless otherwise specified in the program's approved grant and program design (in the case of programs with a Disaster focus areas).

Texas A&M AgriLife Extension Service functions to support certain Emergency Support Functions (ESF) led by key state agencies with its capabilities in subject matter expertise, mass media, volunteer development, public education, industry relations and county government and community networking strengths. Emergency educational programming utilizes a variety of formats including one-on-one contact, public meetings, demonstrations, web sites <http://agnews.tamu.edu/drought>, radio, television, electronic, and printed news releases.

4- H CAPITAL AmeriCorps Members will be trained to assist with two aspects of the Texas A&M AgriLife Extension Service's Emergency Management System in the case of an emergency: Preparedness and Public Information. Texas A&M AgriLife Extension provides all-hazards evacuation

**DRAFT****23**

## **Narratives**

and shelter in place preparedness and mitigation outreach and educational resources for individuals, families, communities, businesses and county governments. Additionally, Texas AgriLife provides public information and education to address preparedness, mitigation and recovery.

### **Program Evaluation plan**

The Travis County CAPITAL AmeriCorps Program is planning on conducting a program evaluation covering the 2013-14 school year. We will be conducting an internal evaluation of the 4-H CAPITAL project on three different levels:

- 1) We will conduct a program self-assessment to evaluation program management effectiveness. The tool that the program will use is the Core Capacity Assessment Tool (CCAT). The CCAT is a survey that measures a nonprofit organization's effectiveness in relation to four core capacities--leadership, adaptability, management, and technical capacities--as well as organizational culture.
- 2) We will conduct an evaluation focused on AmeriCorps Member outcomes related to professional development, effective teaching skills, participation and attitudes towards services, satisfaction, among other topics. To complete this assessment we will use several tools. The first is a pre-service and post-service survey of AmeriCorps Members to measure their perception of outcomes reached as well as a mid-year feedback survey. To measure program quality and effectiveness in teaching we will use the STEM (Science, Technology, Engineering, and Math) Youth Program Quality Assessment (YPQA) Tool. The STEM YPQ is an observation-based measure of instructional practices to support continuous improvement during STEM programming. Each Member will be assessed using this tool once in the fall and once in the spring to gauge a change in program quality over time.
- 3) The final section of our evaluation will include an assessment of youth participant outcomes related to our program's effectiveness at creating change in the youth we serve. We will be looking at indicators related to school engagement, science knowledge and interest, as well as character development.

### **Cost Effectiveness**

The cost per MSY for the Travis County CAPITAL AmeriCorps Project will remain at \$12,571 for the 2013-2014 grant year. The intensity of the Travis County program and its high academic standards require members to be highly skilled and engage in preparation beyond that required in many other programs. Operating school-based and community-based after-school programs in East, Northeast and Southeast Austin is a complex task requiring significant expertise, time and commitment. The

**DRAFT**

24

**Narratives**

compelling community need for science enrichment for youth in grades K-5 requires a substantial amount of materials and resources. High quality staff is required to provide the necessary member training, supervision, coordination and support. Recruiting and training members to teach rocket science, engineering, chemistry, and other complex science topics to engage young students is challenging and requires skilled members in sufficient numbers to permit individual student attention. We believe the cost per MSY as well as the number of staff in the proposed budget are appropriate and necessary to ensure programmatic compliance and integrity. The 4-H CAPITAL AmeriCorps Project has a diverse range of resources for program implementation. We receive income from our fee for service contracts with Austin ISD, Del Valle ISD as well as charter school locations. Travis County also dedicates funds in support of grant management and staff. The total amount of funding needed from non-Corporation sources to support the project in 2013-2014 is \$500,191. The status of non-CNCS resource commitments to date is: 1) \$181,058 Travis County General Fund (Cash) (Requested in the FY'14 budget); 2) \$246,509 Federal money coming from fee for service contracts (Cash) (Pending negotiation of fee-for-service contracts); and 3) \$72,624 Administrative Costs from Travis County (In-kind) (Requested in the FY'14 budget). This school year, we have five sites that have lost funding for after school. These five sites are a part of our Urban Animal Science Program. The Travis County CAPITAL AmeriCorps Project might have to cover these five sites without funding again in 2013-2014.

**Address Grantee Share**

Travis County has demonstrated its commitment to the AmeriCorps program by consistently exceeding the minimum grantee share of total program costs. The proposed total grantee share for 2013-2014 is 62%. Travis County government contributes General Fund matching dollars and in-kind support. Texas AgriLife Extension Service provides office space for members. For the upcoming grant year the 4-H CAPITAL AmeriCorps Project is requesting 24 MSY. The Project will serve about 33 sites during the 2013-2014 school year. The 4-H CAPITAL Project is committed to financially supporting and growing our AmeriCorps program.

**Budget Adequacy**

Program supply amounts were determined by purchases from the current and previous program years. Our program design includes an adequate amount of staff time to support the Members in their service responsibilities and in management of grant reporting. All of the personnel currently in

# DRAFT

25

## Narratives

2014 budget adequately supports our program design, is cost effective, and adequate to support an effective science-based after-school program.

# DRAFT

26

## Performance Measures

### Characteristics

- AmeriCorps Member Population - Communities of Color
- AmeriCorps Member Population - Low -income Individuals
- AmeriCorps Member Population - Native Americans
- AmeriCorps Member Population - New Americans
- AmeriCorps Member Population - Older Americans
- AmeriCorps Member Population - People with Disabilities
- AmeriCorps Member Population - Rural Residents
- AmeriCorps Member Population - Veterans, Active Military, or their Families
- AmeriCorps Member Population - economically disadvantaged young adults/opportunity youth
- AmeriCorps Member Population - None of the above
- Geographic Focus - Rural
- Geographic Focus - Urban
- Encore Program
- Community Based Organizations
- Faith Based Organizations
- Governor/Mayor Initiative
- SIG/Priority School

### Focus Areas

- Capacity Building
- Selected for National Measure

### Focus Areas

- Education
- Selected for National Measure

### Focus Areas

- Healthy Futures
- Selected for National Measure

### Focus Areas

- Environmental Stewardship
- Selected for National Measure

### Focus Areas

- Veterans and Military Families
- Selected for National Measure

### Focus Areas

- Economic Opportunity
- Selected for National Measure

### Focus Areas

- Other
- Selected for National Measure

### Focus Areas

- Disaster Services
- Selected for National Measure

Grand Total of all MSYs entered for all Focus Areas 24

# DRAFT

27

## Performance Measures

### Service Categories

Out of School Time/and or Summer Learning

Student Engagement

**DRAFT**

28

**National Performance Measures****Focus Area: Education****Strategy to Achieve Results**

Briefly describe how you will achieve this result (Max 4,000 chars.)

Each year 1400 students will enroll in after school 4-H Clubs led by 4-H CAPITAL AmeriCorps Members. All students are participants in school district funded after school programs with which we have contractual agreements. Students are recruited to our programs primarily by the after school site coordinator at the school. We ensure the continued renewal of these contracts through developing formal partnerships with the school districts. For example, 4-H CAPITAL is written in as a community partner to both Austin ISD's 21st Century Community Learning Center Grants. Each full-time and half-time AmeriCorps Member will keep attendance rosters for all the classes that they teach. AmeriCorps Members will plan and conduct afterschool science enrichment classes for grades K-12 that meet a minimum of one time per week for 1-2 hours per session. Each full-time and half-time member will teach a class with a minimum of 15 students per class. AmeriCorps members will deliver science based 4-H curricula that is aligned with the Texas Assessment of Knowledge and Skills (TAKS). Attendance of students will be collected by AmeriCorps members on the 4-H CAPITAL Group

Enrollment/Attendance Form and reported to the program. Each student will only be counted once during the program year.

**Result: Output**

Result.

1400 Students will enroll in 4-H CAPITAL after school 4-H Clubs led by AmeriCorps Members.

Indicator: ED1: Students who start in an AC ED program.

Target :The target population for enrollment is youth ages 5 to 15 that attend one of 33 proposed sites.

The population of youth is 84.5 % Hispanic, 12.7% Black, 3.3% White, and 1.7% Other. 97% of the youth are considered economically disadvantaged. 1400 s

Target Value: 1400

Instruments: 4-H Group Enrollment Form/Attendance Roster

PM Statement: Each year 1400 youth ages 5 to 15, the majority of whom are economically disadvantaged and classified as a minority, that attend one of 33 proposed sites will enroll in an after school 4-H Club led by an AmeriCorps Member.

**Focus Area: Education****Strategy to Achieve Results**

Briefly describe how you will achieve this result (Max 4,000 chars.)

AmeriCorps Members will plan and lead after school science-based 4-H Clubs that meet a minimum of one time per week for 1-2 hours per session. Each member will teach a class with an average of 15 students per class.

# DRAFT

29

## National Performance Measures

Briefly describe how you will achieve this result (Max 4,000 chars.)

Attendance of students will be collected by AmeriCorps members on the 4-H CAPITAL Group

Enrollment/Attendance Form. AmeriCorps Members will work closely site coordinators to manage student retention. No students will be counted more than once. Our primary means for ensuring continued student attendance is to create a sense of belonging in our after school Clubs and a sense of responsibility from the students to the group. We create Club environments after school to which the youth want to return.

### Result: Intermediate Outcome

Result.

70% of 4-H CAPITAL youth who attend 60% of program days will show improved academic engagement by demonstrating increase student attitude towards academic engagement.

Indicator: (PRIORITY) ED27: Number of students that participated in the mentoring or tutoring

Target :The targeted audience is youth ages 5 to 15 enrolled in one of 33 proposed sites. The population

of youth is 84.5 % Hispanic, 12.7% Black, 3.3% White, and 1.7% Other. 100% of students

attend Title I schools

Target Value: 637

Instruments: We will be using an attitude questionnaire as a pre and post test to measure a change in academic engagement.

PM Statement: 70% of 4-H CAPITAL youth who attend 60% of program days (637 youth) will show improved academic engagement by demonstrating increase student attitude towards academic engagement in a pre and post test attitude questionnaire. The targeted audience is youth ages 5 to 15 enrolled in one of 33 proposed sites. The population of youth is 84.5 % Hispanic, 12.7% Black, 3.3% White, and 1.7% Other. 100% of students attend Title I schools.



# DRAFT

30

## National Performance Measures

Result.

program.

### Result: Output

Result.

Each year 910 youth will attend 60% or more of the 4-H CAPITAL classes offered indicating program completion.

Indicator: (PRIORITY) ED2: Number of students who complete an ACED program.

Target :The targeted audience is youth ages 5 to 15 enrolled in one of 33 proposed sites. The population

of youth is 84.5 % Hispanic, 12.7% Black, 3.3% White, and 1.7% Other. 100% of students

attend Title I schools

Target Value: 910

Instruments: Data from 4-H CAPITAL Enrollment database.

PM Statement: Each year 910 youth ages 5 to 15, the majority of which are economically disadvantaged and minority populations, will attend 60% of offered classes after school indicating program completion.

May 8, 2013 11:27 AM

### Travis County CAPITAL AmeriCorps Project

### Travis County Health and Human Services and Veterans Services

Application ID: 13AC149794

	Total Amt	Budget Dates:	
		CNCS Share	Grantee Share
<b>Section I. Program Operating Costs</b>			
A. Personnel Expenses	227,195	136,699	90,496
B. Personnel Fringe Benefits	103,383	0	103,383
C. Travel			
Staff Travel	2,943	0	2,943
Travel to CNCS-Sponsored Meetings	3,716	0	3,716
Member Travel	20,096	0	20,096
<b>Total</b>	<b>\$26,755</b>	<b>\$0</b>	<b>\$26,755</b>
D. Equipment			
E. Supplies	20,085	0	20,085
F. Contractual and Consultant Services			
G. Training			
Staff Training			
Member Training	1,056	0	1,056
<b>Total</b>	<b>\$1,056</b>	<b>\$0</b>	<b>\$1,056</b>
H. Evaluation			
I. Other Program Operating Costs	3,795	0	3,795
<b>Section I. Subtotal</b>	<b>\$382,269</b>	<b>\$136,699</b>	<b>\$245,570</b>
<b>Section I Percentage</b>		<b>36%</b>	<b>64%</b>
<b>Section II. Member Costs</b>			
A. Living Allowance			
Full Time (1700 hrs)	193,600	161,972	31,628
1-Year Half Time (900 hours)	102,496	0	102,496
Reduced Half Time (675 hrs)	0	0	0
Quarter Time (450 hrs)	0	0	0
Minimum Time (300 hrs)	0	0	0
2-Year Half Time (2nd Year)	0	0	0
2-Year Half Time (1st Year)	0	0	0
<b>Total</b>	<b>\$296,096</b>	<b>\$161,972</b>	<b>\$134,124</b>
B. Member Support Costs			
FICA for Members	22,651	0	22,651
Worker's Compensation	577	0	577
Health Care	24,645	0	24,645
<b>Total</b>	<b>\$47,873</b>	<b>\$0</b>	<b>\$47,873</b>
<b>Section II. Subtotal</b>	<b>\$343,969</b>	<b>\$161,972</b>	<b>\$181,997</b>
<b>Section II. Percentages</b>		<b>47%</b>	<b>53%</b>
<b>Section III. Administrative/Indirect Costs</b>			
A. Corporation Fixed Percentage			
Corporation Fixed Amount	72,624	0	72,624
Commission Fixed Amount	3,025	3,025	0
<b>Total</b>	<b>\$75,649</b>	<b>\$3,025</b>	<b>\$72,624</b>
B. Federally Approved Indirect Cost Rate			
<b>Section III. Subtotal</b>	<b>\$75,649</b>	<b>\$3,025</b>	<b>\$72,624</b>
<b>Section III Percentage</b>		<b>4%</b>	<b>96%</b>
<b>Section I + III. Funding Percentages</b>		<b>31%</b>	<b>70%</b>
<b>Budget Totals</b>	<b>\$801,887</b>	<b>\$301,696</b>	<b>\$500,191</b>
<b>Budget Total Percentage</b>		<b>38%</b>	<b>62%</b>
<b>Required Match</b>		<b>50%</b>	
<b># of Members Receiving CNCS Funds</b>		<b>11</b>	

## Budget Narrative: Travis County CAPITAL AmeriCorps Project for Travis County Health and Human Services and Veterans Services

### Section I. Program Operating Costs

#### A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
Project Manager - Provides guidance to other Project Coordinators; responsible for data collection; coordinates program elements with other AgriLife Extension staff.: - 1 person(s) at 40459 each x 100 % usage	40,459	0	40,459
Project Coordinator - Provides direct supervision of members; serves as community and school liaison; responsible for service learning planning and curriculum oversight.: - 1 person(s) at 32209 each x 100 % usage	32,209	0	32,209
Project Coordinator - Provides direct supervision of members; responsible for member recruitment, development, training and evaluation.: - 1 person(s) at 30239 each x 100 % usage	30,239	0	30,239
Administrative Support - Office manager for AmeriCorps project; collects data for grant and program reports; provides program support for Project Coordinators and members.: - 1 person(s) at 33792 each x 100 % usage	33,792	0	33,792
4-H Program Assistant - teach after-school program and provide scheduling and event planning.: - 1 person(s) at 30239 each x 100 % usage	0	30,239	30,239
Extension Program Assistant - teach after-school program and manage program database.: - 1 person(s) at 31158 each x 100 % usage	0	31,158	31,158
Warehouse Specialist - purchase and manage supplies for after-school program.: - 1 person(s) at 29099 each x 100 % usage	0	29,099	29,099
<b>CATEGORY Totals</b>	<b>136,699</b>	<b>90,496</b>	<b>227,195</b>

#### B. Personnel Fringe Benefits

Purpose -Calculation -Total Amount	CNCS Share	Grantee Share	Total Amount
Project Manager: (FICA 40,459 x .0765 = 3,095; Hospitalization 563 x 12 mos. = 6,756; Life Insurance 8.25 x 12 mos. = 99; Retirement 40,459 x .1289 = 5,215; WCI 40,459 x .00195 = 79)	0	15,244	15,244
Project Coordinator: (FICA 32,209 x .0765 = 2,464; Hospitalization 563 x 12 mos. = 6,756; Life Insurance 8.25 x 12 mos. = 99; Retirement 32,209 x .1289 = 4,152; WCI 32,209 x .00195 = 63)	0	13,534	13,534
Project Coordinator: (FICA 30,239 x .0765 = 2,313; Hospitalization 735.63 x 12 mos. = 8,828; Life Insurance 8.25 x 12 mos. = 99; Retirement 30,239 x .1289 = 3,898; WCI 30,239 x .00195 = 59)	0	15,197	15,197
Administrative Support: (FICA 33,792 x .0765 = 2,585; Hospitalization 563 x 12 mos. = 6,756; Life Insurance 8.25 x 12 mos. = 99; Retirement 33,792 x .1289 = 4,356; WCI 33,792 x .00195 = 66)	0	13,862	13,862
4-H Program Assistant: (FICA 30,239 x .0765 = 2,313; Hospitalization 735.63 x 12 mos. = 8,828; Life Insurance 8.25 x 12 mos. = 99; Retirement 30,239 x .1289 = 3,898; WCI 30,239 x .00195 = 59)	0	15,197	15,197
Extension Program Assistant: (FICA 31,158 x .0765 = 2,384; Hospitalization			

May 8, 2013 11:27 AM

### Travis County CAPITAL AmeriCorps Project Travis County Health and Human Services and Veterans Services

<b>Total MSYs</b>		<b>24.00</b>		
<b>Cost/MSY</b>		<b>\$12,571</b>		
	<b>Total Amt</b>	<b>CNCS Share</b>	<b>Grantee Share</b>	
<b>Budget Totals</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Budget Total Percentage</b>		<b>0%</b>	<b>0%</b>	
<b>Required Match</b>		<b>50%</b>		
<b># of years Receiving CNCS Funds</b>		<b>11</b>		
<b>Total MSYs</b>		<b>24.00</b>		

735.63 x 12 mos. = 8,828; Life Insurance 8.25 x 12 mos. = 99; Retirement 31,158 x .1289 = 4,016; WCI 31,158 x .00195 = 61)	0	15,388	15,388
Warehouse Specialist: (FICA 29,099 x .0765 = 2,226; Hospitalization 735.63 x 12 mos. = 8,828; Life Insurance 8.25 x 12 mos. = 99; Retirement 29,099 x .1289 = 3,751; WCI 29,099 x .00195 = 57)	0	14,961	14,961
<b>CATEGORY Totals</b>	<b>0</b>	<b>103,383</b>	<b>103,383</b>

**C. Travel**

**Staff Travel**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings: (1 staff x 2 meetings x \$500 airfare) + (1 staff x 2 meetings x \$400 registration fee) (1 staff x 2 meetings x 3 nights x \$215 lodging) + (1 staff x 2 meetings x 3 days x \$71 per diem) + (1 staff x 2 meetings x \$100 for taxis, business calls, etc.)	0	3,716	3,716
Travel to OneStar sponsored meetings: (1 staff x 2 meetings x \$200 registration fee) (These meetings are usually held in Austin. Travis County travel policy does not allow for any expenses other than registration to be paid for meetings in Austin.)	0	400	400
Site travel for Project Manager, Project Coordinators and Administrative Support staff: (55 miles per month x 4 staff x 12 months x .565 cents per mile) (Travis County pays the current IRS mileage rate)	0	1,492	1,492
Site travel for 4-H Program Assistant, Extension Program Assistant, and Warehouse Specialist: (65 miles per month x 2 staff x 12 months x .565 cents per mile + 25 miles per month x 1 staff x 12 months x .565 cents per mile) (Travis County pays the current IRS mileage rate)	0	1,051	1,051
<b>CATEGORY Totals</b>	<b>0</b>	<b>6,659</b>	<b>6,659</b>

**Member Travel**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
AmeriCorps Texas Leadership Council: Travis County travel policy does not allow the paying of any expenses other than conference registration related to meetings held in Austin. The meetings must be held outside of Austin in order for expenses such as hotel, meals, travel to be paid.	0	0	0
Site Travel for AmeriCorps members: (117 miles per member x 16 members x 10 months x .565 cents per mile) + (117 miles per member x 16 members x 9 months x .565 cents per mile) (Travis County pays the current IRS mileage rate)	0	20,096	20,096
<b>CATEGORY Totals</b>	<b>0</b>	<b>20,096</b>	<b>20,096</b>

**D. Equipment**

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount
<b>CATEGORY Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>

**E. Supplies**

Item -Calculation	CNCS Share	Grantee Share	Total Amount
AmeriCorps Service Gear: 32 members x \$50 each	0	1,600	1,600
Office Supply Kits (supply trolley, markers, paper, pencils, etc.): 32 kits x \$99 per kit	0	3,168	3,168
Craft supplies, office supplies, fishing supplies, rocketry supplies, gardening supplies, science equipment, tools, film, snacks, etc. for after-school programs: \$9.01 per student x 1,700 students	0	15,317	15,317
<b>CATEGORY Totals</b>	<b>0</b>	<b>20,085</b>	<b>20,085</b>

**F. Contractual and Consultant Services**

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
<b>CATEGORY Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>

**G. Training****Staff Training**

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
<b>CATEGORY Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Member Training**

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Registration fees for specific 4-H CAPITAL, Texas AgriLife Extension Service, and Austin Independent School District trainings: 32 members x \$33 each- Daily Rate of 0	0	1,056	1,056
<b>CATEGORY Totals</b>	<b>0</b>	<b>1,056</b>	<b>1,056</b>

**H. Evaluation**

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
<b>CATEGORY Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>

**I. Other Program Operating Costs**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Background checks for AmeriCorps staff and members: 32 members and 4 staff x \$44.20 (FBI Background check) + 16 members x \$40 (State of	0	2,231	2,231

residence check for out of state members)			
Culminating Events (field trips or guest speakers): 23 classes x 17 students per class x \$4 per student	0	1,564	1,564
<b>CATEGORY Totals</b>	0	3,795	3,795
<b>SECTION Totals</b>	136,699	245,570	382,269
<b>PERCENTAGE</b>	36%	64%	

## Section II. Member Costs

### A. Living Allowance

Item - # Mbrs w/ Allow - Allowance Rate - # Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 16 Member(s) at a rate of 12100 each Members W/O allowance 0	161,972	31,628	193,600
1-Year Half Time (900 hours): 16 Member(s) at a rate of 6406 each Members W/O allowance 0	0	102,496	102,496
2-Year Half Time (1st Year): Member(s) at a rate of each Members W/O allowance	0	0	0
2-Year Half Time (2nd Year): Member(s) at a rate of each Members W/O allowance	0	0	0
Reduced Half Time (675 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Quarter Time (450 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Minimum Time (300 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
<b>CATEGORY Totals</b>	161,972	134,124	296,096

### B. Member Support Costs

Purpose - Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: \$296,096 x .0765	0	22,651	22,651
Worker's Compensation: \$296,096 x .00195	0	577	577
Health Care: Health Insurance (133.88 per month x 16 FT members x 10 months); Dental Insurance (20.15 per month x 16 FT members x 10 months)	0	24,645	24,645
<b>CATEGORY Totals</b>	0	47,873	47,873
<b>SECTION Totals</b>	161,972	181,997	343,969
<b>PERCENTAGE</b>	47%	53%	

**Section III. Administrative/Indirect Costs**

**A. Corporation Fixed Percentage**

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: \$726,238 x .1	0	72,624	72,624
Commission Fixed Amount: \$3,025/\$301,696 = 1.00%	3,025	0	3,025
<b>CATEGORY Totals</b>	<b>3,025</b>	<b>72,624</b>	<b>75,649</b>

**B. Federally Approved Indirect Cost Rate**

Calculation -Cost Type -Rate - Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
<b>CATEGORY Totals</b>	0	0	0
<b>SECTION Totals</b>	3,025	72,624	75,649
<b>PERCENTAGE</b>	4%	96%	

<b>BUDGET Totals</b>	301,696	500,191	801,887
<b>PERCENTAGE</b>	38%	62%	
<b>Total MSYs</b>	24.00		
<b>Cost/MSY</b>	12,571		

**Source of Funds**

Section	Match Description	Amount	Type	Source
Source of Funds	Section I - Personnel	90,496	Cash	Federal
	Section I - Fringe Benefits	57,837	Cash	State/Local
	Section I - Staff Travel	6,659	Cash	State/Local
	Section I - Member Travel	20,096	Cash	Federal
	Section I - Member Training	1,056	Cash	Federal
	Section I - Other Program Operating Costs	3,795	Cash	Federal
	Section II - Member Living Allowance	93,334	Cash	State/Local
	Section II - Member Living Allowance	40,790	Cash	Federal
	Section II - Member Support Costs - FICA	22,651	Cash	State/Local
	Section II - Member Support Costs - Worker's Compensation	577	Cash	State/Local



	Section II - Member Support Costs - Healthcare	24,645	Cash	Federal
	Section I - Fringe Benefits	45,546	Cash	Federal
	Section I - Supplies	20,085	Cash	Federal
	Section III - Corporation Fixed Amount	72,624	In Kind	State/Local
<b>Total Source of Funds</b>		<b>500,191</b>		



## Assurances and Certifications eGrants Review, Authorize and Submit

**This document is being provided as a resource only. Do not enter information into or submit this document.**

### INSTRUCTIONS

By signing and submitting this application, as the duly authorized representative of the applicant, you certify that the applicant will comply with the Assurances and Certifications described below.

- a) **Inability to Certify.** Your inability to provide the assurances and certifications listed below will not necessarily result in denial of a grant. You must submit an explanation of why you cannot do so. CNCS will consider your explanation in determining whether to enter into this transaction. However, your failure to furnish an explanation will disqualify your application.
- b) **Erroneous certification or assurance.** The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.
- c) **Notice of error in certification or assurance.** You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.
- d) **Definitions.** The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "principle", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. An applicant shall be considered a "prospective primary participant in a covered transaction" as defined in the rules implementing Executive Order 12549. You may contact us for assistance in obtaining a copy of those regulations.
- e) **Assurance requirement for subgrant agreements.** You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.
- f) **Assurance inclusion in subgrant agreements.** You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.
- g) **Assurance of subgrant principals.** You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from the Federal Procurement and Nonprocurement Programs.
- h) **Non-assurance in subgrant agreements.** If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.
- i) **Prudent person standard.** Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

### ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:



## Assurances and Certifications eGrants Review, Authorize and Submit

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 USC 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900 , Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC 1681 – 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973; as amended (29 USC 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 USC 6101 – 6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 USC 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 USC 1501-1508 and 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC 276a and 276a-77), the Copeland Act (40 USC 276c and 18 USC 874), and the Contract Work Hours and Safety Standards Act (40 USC 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 USC 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.);



## Assurances and Certifications eGrants Review, Authorize and Submit

- (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  - Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
  - Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
  - Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
  - Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
  - Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
  - Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.
  - Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
  - Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion. (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the national service legislation includes a restriction on religious discrimination in employment of staff hired to work on a Corporation-funded project and paid with Corporation grant funds. (42 U.S.C. §§ 5057(c) and 12635(c)). For the circumstances under which this may occur, please see the document "Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants" on the Corporation's website at: <http://www.usdoj.gov/archive/fbci/effect-rfra.pdf>.
  - Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686). which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended,



## Assurances and Certifications eGrants Review, Authorize and Submit

relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the nondisplacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that includes or serves children, consult with the parents or legal guardians of children in developing and operating the program;
- Will, before transporting minor children, provide the children's parents or legal guardians with the reason for the transportation and obtain the parent's or legal guardian's permission for such transportation, consistent with state law;
- Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the State Commission for the state in which the program operates.
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the nonduplication and nondisplacement requirements set out in section 177 of the National and Community Service Act of 1990, and in the Corporation's regulations at § 2540.100;
- Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in the Corporation's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform, including training on prohibited activities;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of the Corporation, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by the Corporation;
- Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation;
- Has not violated a Federal criminal statute;
- If a state applicant, will ensure that the State subgrants will be used to support national service programs selected by the State on a competitive basis;
- If a state applicant, will seek to ensure an equitable allocation within the State of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;



## Assurances and Certifications eGrants Review, Authorize and Submit

- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a State agency, unless the Corporation approves otherwise.

### CERTIFICATIONS

#### **Certification – Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

#### **Certification – Drug Free Workplace**

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 45 CFR Part 2542, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
  - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
  - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
  - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;



## Assurances and Certifications eGrants Review, Authorize and Submit

- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
  - a. Taking appropriate personnel action against the employee, up to and including termination; or
  - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

### **Certification - Lobbying Activities**

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

### **Erroneous certification or assurance**

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

### **Notice of error in certification or assurance**

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

### **Definitions**

The terms "debarment", "suspension", "excluded", "disqualified", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded" as used in this document have the meanings set out in 2 CFR Part 180, subpart I, "Definitions." A transaction shall be considered a "covered transaction" if it meets the definition in 2 CFR part 180 subpart B, "Covered Transactions."

### **Assurance requirement for subgrant agreements**

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

### **Assurance Inclusion in subgrant agreements**

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

### **Assurance of subgrant principals**

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is



## Assurances and Certifications eGrants Review, Authorize and Submit

erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

### **Non-assurance In subgrant agreements**

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

### **Prudent person standard**

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



**ASSURANCES**

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

### For AmeriCorps State and National Applicants ONLY

*If you are not applying for a grant through AmeriCorps\*State and National, you may ignore this section.*

- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion. (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the national service legislation includes a restriction on religious discrimination in employment of staff hired to work on a Corporation-funded project and paid with Corporation grant funds. (42 U.S.C. §§ 5057(c) and 12635(c)). For the circumstances under which this may occur, please see the document "Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants" on the Corporation's website at: <http://www.usdoj.gov/archive/fbci/effect-rfra.pdf>.
- Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the nondisplacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the State Commission for the state in which the program operates.
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the nonduplication and nondisplacement requirements set out in section 177 of the National and Community

Service Act of 1990, and in the Corporation's regulations at § 2540.100;

- Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in the Corporation's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of the Corporation, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by the Corporation;
- Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation;
- Has not violated a Federal criminal statute;
- If a state applicant, will ensure that the State subgrants will be used to support national service programs selected by the State on a competitive basis;
- If a state applicant, will seek to ensure an equitable allocation within the State of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a State agency, unless the Corporation approves otherwise.

#### **For Learn and Serve America Applicants ONLY**

*If you are not applying for a grant through Learn and Serve America, you may disregard this section.*

- Will keep such records and provide such information to the Corporation with respect to the programs as may be required for fiscal audits and program evaluation.
- Will comply with the nonduplication, nondisplacement, and grievance procedure requirements of 45 CFR Part 2540.
- Will, prior to the placement of a participant, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the program, to prevent the displacement and protect the rights of those employees.
- Will comply with the 45 CFR 2540.200-207 criminal history check requirements for all individuals receiving a living allowance, stipend, national service educational award, or salary through a program receiving assistance under the national service laws—regardless of the type of service the individual is performing or the individual's access to vulnerable populations.
- Will comply with the parental involvement requirements 45 CFR 2540.330.
- Will, for school-based grants, make efforts to:
  1. ensure that students of different ages, races, sexes, ethnic groups, disabilities, and economic backgrounds have opportunities to serve together;
  2. include any opportunities for students, enrolled in schools or programs of education providing elementary or secondary education, to participate in service-learning programs and ensure that such service-learning programs include opportunities for such students to serve together;
  3. involve participants in the design and operation of the programs;
  4. promote service-learning in areas of greatest need, including low-income or rural areas; and
  5. otherwise integrate service opportunities into the academic program of the participants.

#### **For Social Innovation Fund Applicants ONLY**

*If you are not applying for a Social Innovation Fund grant, you may disregard this section.*

- Will use the funds received through the award in order to make subgrants to community organizations that will use the funds to replicate or expand proven initiatives, or support new initiatives, in low-income communities.
- Will consult with a diverse cross section of community representatives in making decisions about subgrants for communities (including individuals from the public, nonprofit private, and for-profit private sectors).
- Will make subgrants of a sufficient size and scope to enable the community organizations to build their capacity to manage initiatives, and sustain replication or expansion of the initiatives;
- Will not make any subgrants to--
  - the parent organizations of the applicant,
  - a subsidiary organization of the parent organization of the applicant, or,
  - if the applicant applied for a SIF award as a partnership, any member of the partnership.
- Commits to meeting the matching fund requirements of section 198k(i) of the National and Community Service Act of 1990 (42 U.S.C. §12653k(i)).
- Commits to use data and evaluations to improve the applicant's own model and to improve the initiatives funded by the applicant.
- Commits cooperate with any evaluation activities undertaken by the Corporation.
- Has adopted and implemented standard of conduct policies and procedures in regard to procurements which meet the requirements of either 45 C.F.R. §2541.360(b)(3), or 2 C.F.R. §215.42 and 45 C.F.R. §2543.42.
- Has adopted and implemented policies and procedures in regard to the applicant's subgrant competitions which will provide reasonable assurance that conflicts of interest (or appearances of conflicts of interest) on the part of reviewers or decision-makers are identified and appropriately mitigated.

**CERTIFICATIONS****Certification – Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

**Certification – Drug Free Workplace**

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
  - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
  - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
  - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
  - a. Taking appropriate personnel action against the employee, up to and including termination; or
  - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

**Certification - Lobbying Activities**

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

**Certification - Grant Review Process (State Commissions Only)**

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, the Corporation's peer review requirements, and all state laws and conflict of interest rules.

**For AmeriCorps State and National Applicants ONLY**

*If you are not applying for a grant through AmeriCorps\*State and National, you may ignore this section.*

**Erroneous certification or assurance**

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

**Notice of error in certification or assurance**

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

**Definitions**

The terms "debarment", "suspension", "excluded", "disqualified", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded" as used in this document have the meanings set out in 2 CFR Part 180, subpart I, "Definitions." A transaction shall be considered a "covered transaction" if it meets the definition in 2 CFR part 180 subpart B, "Covered Transactions."

**Assurance requirement for subgrant agreements**

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

**Assurance inclusion in subgrant agreements**

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

**Assurance of subgrant principals**

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**Non-assurance in subgrant agreements**

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

**Prudent person standard**

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" 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>	Travis County Health and Human Services and Veterans Service	
<b>Contact Person/Title:</b>	John C. Bradshaw/ Contract Specialist	
<b>Phone Number:</b>	854-4277	

<b>Grant Title:</b>	AmeriCorps		
<b>Grant Period:</b>	From: <input type="text" value="Aug 1, 2012"/>	To: <input type="text" value="Jul 31, 2013"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	OneStar Foundation		
<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>	Corporation for National and Community Service (CNCS)		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 289,566	\$ 363,558	\$ 0	\$ 0	\$ 653,124
Operating:	\$ 2,105	\$ 52,202	\$ 0	\$ 0	\$ 54,307
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 71,443	\$ 0	\$ 0	\$ 71,443
<b>Totals:</b>	<b>\$ 291,671</b>	<b>\$ 487,203</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 778,874</b>
<b>FTEs:</b>	<b>14.00</b>	<b>17.00</b>	<b>0.00</b>	<b>0.00</b>	<b>31.00</b>

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Educational Contacts	266,939	110,000	180,000	280,000
2.					
3.					
+ - Measures for the Grant					
1.	AmeriCorps members successfully completing national service training	29	32	32	32
Outcome Impact Description		The training gives AmeriCorps members knowledge about national			
2.	AmeriCorps member service hours	32,941	34,800	34,800	34,800
Outcome Impact Description		This measure shows the number of service hours the AmeriCorps m			
3.	Students enrolled in after-school programs	1830	1400	1400	1400
Outcome Impact Description		This measure shows the number of students served by the AmeriC			
4.	Number of students who complete an after-school program and show increased academic engagement (The figure for FY'11 was obtained using TAKS scores. The way the measurement is obtained was changed in FY'12 to using an attitude questionnaire at the beginning and end of the after-school program.)	169	446	773	773
Outcome Impact Description		AmeriCorps members are used to augment staff in after-school pro			

**PBO Recommendation:**

This grant contract amendment de-obligates \$7,070.71 in funding from the AmeriCorps grant program.

This program funds AmeriCorps members to provide after-school enrichment programs during the school year at a number of sites in Travis County. Travis County will not be able to spend all of the FY 13 grant funds due to attrition of AmeriCorps program members. The grant award is being reduced accordingly.

PBO recommends approval of this amendment.

**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 4-H CAPITAL uses the AmeriCorps members to expand its after-school programs.

The initial grant award was \$301,696. Of this total, \$298,671 was for Travis County and \$3,025 for the OneStar Foundation to cover administration. Only the grant funds going to Travis County are included in the total shown above. The deobligation amendment reduces the county portion by \$7,000 to \$291,671 and the OneStar portion by \$70.71 to \$2,954.29. The total grant amount after the deobligation is \$294,625.29.



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

There are no county funding requirements once the grant ends. There is a match required while the grant is in progress.

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.

The FY'13 grant requires a match totaling \$487,203. This will come from 4-H CAPITAL and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget.

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

The grant allows for a 4% indirect cost allocation for the county and 1% for the OneStar Foundation. TCHHSVS has not claimed its 4% allocation because this would increase the cost per member service year. TCHHSVS will explore the possibility of including some indirect costs in the future.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance 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.

Travis County 4-H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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

NA.

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 grant allows 4-H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This increases the departmental performance measure for educational contacts.



**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:** May 2, 2013

**TO:** Members of the Commissioners Court

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

**SUBJECT:** AmeriCorps grant deobligation amendment

**Proposed Motion:**

Consider and take appropriate action to approve an amendment deobligating \$7,070.71 in funding from the FY'13 grant for the Travis County CAPITAL AmeriCorps Project.

**Summary and Staff Recommendations:**

The grant funds 16 full-time and 16 half-time AmeriCorps members who provide after-school enrichment programs each week during the school year. These programs focus on science and technology, environmental education, outdoor education, and life skills. Travis County staff provides program coordination and support for the day-to-day activities of the AmeriCorps members.

Travis County will not be able to spend all of the FY'13 grant funds due to certain AmeriCorps members leaving before completing their terms of service. Therefore, the grant award for the current year is being reduced.

TCHHSVS staff recommends approving this amendment.

**Budgetary and Fiscal Impact:**

The initial grant award of \$301,696 is being reduced by \$7,070.71 to \$294,625.29.

**Issues and Opportunities:**

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much needed staff to increase the number of after-school programs in Travis County. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

The Travis County CAPITAL AmeriCorps Project has been in existence since 2003. It has served more than 16,000 youth to date.

**Background:**

Travis County 4-H CAPITAL is a non-profit organization affiliated with the Texas AgriLife Extension Service. The Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas AgriLife Extension Service  
Nicki Riley, CPA, CMA, Travis County Auditor  
Patty Lennon, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney  
Leslie Browder, Executive Manager, Planning and Budget Office  
Aerin Toussaint, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office



Deobligation Amendment  
May 2, 2013

**Sub-Grantee Information**

**Legal Applicant**

Travis County through the Travis County Health and Human Services and Veteran's Services  
P.O. Box 1748  
Austin, TX 78767-1748

EIN: 746000192

**Program Name**

Travis County CAPITAL AmeriCorps Project

**Primary Contact**

Charlotte Benbenek-Price  
512-854-3192  
cebenbenek-price@ag.tamu.edu

**Award Information**

CFDA Number	94.006	Pre-Award Cost Start Date	August 1, 2012
eGrants Application ID	06AFHTX0010051	Project Period	8/3/2012 – 7/31/2015
eGrants Grant Number	12AC141263	Budget Period	8/3/2012 – 7/31/2013

**Amendment Information**

This amendment is to document a reduction in the total CNCS Share amount reimbursable to the sub-grantee by the total amount listed below. This amendment does not change previously required and approved matching percentages.

The amount listed below represent the total funds that the sub-grantee has indicated it will not utilize for the 2012-2013 budget period.

2012–2013 CNCS Share Deobligated Amount	
Reimbursable to Sub-Grantee	\$7,000.00
Commission Fixed Amount	\$70.71
Total Reduction	\$7,070.71
2012–2013 CNCS Share Originally Awarded	2012–2013 CNCS Share Amended
\$301,696	\$294,625.29

**Terms of Acceptance**

All terms and conditions stated in the original "Notice of Grant Award", including all attachments are still valid and effective. Only items specifically stated under the Amendment Information section have changed.

**Signature Authority**

The person signing this Amendment on behalf of the Sub-Grantee or representing himself/herself as signing this amendment on behalf of the Sub-Grantee, hereby agrees that he/she has been duly authorized by the Sub-Grantee to certify this amendment on behalf of the Sub-Grantee and to validly and legally bind Sub-Grantee to all the terms of this amendment.

**Grantee**

**Sub-Grantee**

\_\_\_\_\_  
Elizabeth Darling  
President/CEO  
OneStar Foundation

\_\_\_\_\_  
Date

**By:**

\_\_\_\_\_  
Samuel Biscoe  
County Judge  
Travis County through the Travis County Health and Human Services and Veteran's Services

\_\_\_\_\_  
Date



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	Transportation and Natural Resources	
<b>Contact Person/Title:</b>	Steven M. Manilla, P.E. County Executive	
<b>Phone Number:</b>	512-854-9383	

<b>Grant Title:</b>	CAMPO Surface Transportation Program-Metropolitan Mibility Blake-Manor Shared Use Path		
<b>Grant Period:</b>	From: <input type="text" value="Agreement Execution"/>	To: <input type="text" value="Project Completion"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Texas Department of Transportation		
<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>	US Department of Transportation		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 2,208,400	\$ 651,715	\$ 0	\$ 0	\$ 2,860,115
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 145,866	\$ 145,866
<b>Totals:</b>	<b>\$ 2,208,400</b>	<b>\$ 651,715</b>	<b>\$ 0</b>	<b>\$ 145,866</b>	<b>\$ 3,005,981</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.					
2.					
3.					
+ - Measures for the Grant					
1.					
	Outcome Impact Description	Project will provide safe off-road link to school and park			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

**PBO Recommendation:**

The grant application was approved on June 28, 2011, with an indication that the matching funds would be needed in FY 2013. The total project is \$3,005,981. Under the terms of the grant, the County will receive \$2,208,400 in federal pass-through funds, \$145,866 for indirect costs from the State funds with the County responsible for an additional \$651,715 for the grant match.

Transportation and Natural Resources, in consultation with the County Attorney's Office, County Auditor's Office and PBO has confirmed that unspent 1984 and 1997 Bond funds can be used for the grant match requirement. The attached transfers request to move \$230,540 from 1984 bond funds 4013, 4015, 4017 & 4028, to partially meet the match requirements. The proposed transfers will reduce the reserve in funds 4013, 4015, 4017 to \$0 and leave 4028 with a balance of \$2,635. PBO will be working with the department and the Auditor's Office to close out any bond funds that are no longer needed to remain open.

The remaining match requirement of \$421,175 is requested to come from 1997 Bond Funds that are not in reserve line items and no transfers are required at this time. However, the department is requesting that the Commissioners Court approve the use of the 1997 funds for the match.

PBO recommends approval of use of these funds and related transfers for the match in order for the project to receive grant resources, thereby reducing the cost of the project to the County.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

The goal of this grant is to provide a safe, continuous, non-motorized link between Blake Manor Elementary, the Briarcreek Neighborhood, YMCA pool, and East Metro Park in Precinct 1.

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

TNR will maintain the trail for a ten-year minimum

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.

\$552,100 for 20% match for contractor engineering and construction services plus \$99,615 for 100% of State engineering and construction direct costs fees. TNR is recommending that the total of \$651,715 be paid with 1984 and 1997 Precinct 1 bond savings. PBO has provided concurrence that these funds can be used with Commissioners Court approval.

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

Administration fees are included in the Federal amount and the State Indirect costs are covered by the Texas Department of Transportation.

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.

Trail maintenance will use department resources from road and Bridge, added to road maintenance.

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

The STP MM program is a way for the County to leverage sparse transportation funds to improve the unincorporated areas of its transportation system. This area of Precinct 1 is developing rapidly.

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.

Minimal impact on Road and Bridge program, as the trail will be maintained as part of the regular road maintenance program. The trail will provide bicycle/pedestrian facilities that are in short supply for the area.



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

700 Lavaca Street, 5<sup>th</sup> Floor, Suite 540  
Travis County Administration Building  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

May 7, 2013

**MEMORANDUM**

TO: Leslie Browder, County Executive, Planning and Budget Office  
FROM: *Steve M. Manilla*  
Steven M. Manilla, P.E., County Executive  
SUBJECT: Blake Manor Shared Use Path AFA

The following information is provided for you to prepare a Commissioners Court agenda request for entering into an Advanced Funding Agreement with TX DoT for Blake-Manor Shared Use Path.

**Agenda Language:**

- A. Consider and take appropriate action on approving TNR to use up to \$651,715 of 1984 and 1997 bond program savings as match for the Texas Department of Transportation (TX DoT) Blake Manor Road Shared Use Path grant award.
- B. Consider and take appropriate action on approving a Resolution to support entering into an Advance Funding Agreement with Texas Department of Transportation for Bake-Manor Shared Use Path project.
- C. Consider and take appropriate action on entering into an Advance Funding Agreement with Texas Department of Transportation for Blake-Manor Shared Use Path a Surface Transportation Program Metropolitan Mobility (STP-MM) Project.

**Back Ground/Summary of Request:**

CAMPO issued a call for projects funded by STP-MM on May 13, 2011. Approximately \$59.2 million federal funding from the program is available for counties within the CAMPO area. Travis County submitted applications for five projects. Texas Transportation Commission passed Minute Order Number 113074 authorizing TX DoT to undertake and complete two projects submitted by Travis County which are Blake-Manor Shared Use Path and Braker Lane Design.

The Blake-Manor Shared Use Path project is to construct a 10' wide bicycle/pedestrian facility, approximately 3 miles in length, extending from East Metro Park, connecting Blake Manor Elementary School and Briarcreek subdivision, to the planned Wildhorse Connector between Blake-Manor Road and FM 973. An Advance Funding Agreement has been received from TX DoT. Estimated project cost is \$3,005, 981. Travis County will be responsible for ROW acquisition, utility relocation, and completion of National Environmental Policy Act (NEPA) process. Eligible project costs which include engineering and construction costs will be allocated based on 80% federal funds and 20% local



Page 2

May 7, 2013

Blake-Manor Shared Use Path AFA

Government matching funds. In addition, Travis County will be responsible for direct project costs incurred by TX DoT on overseeing the engineering and construction of the project.

**Staff Recommendations:**

Staff recommends approval to use the 1984 and 1997 bond savings to cover our share of costs for the project as well as approval of the Resolution and Advance Funding Agreement.

**Issues and Opportunities:**

Travis County 2011 bond program includes widening of existing Blake-Manor Road from two lanes to four lanes in the same limits of the Shared Use Path project, i.e. between East Metro Park and Wildhorse Connector. Blake-Manor Road widening project is a public-private partnership project and the County is currently developing the participation agreements with the area developers. TNR plans to begin the engineering design of Blake-Manor Road widening project when the project bond funds are available in June of this year. The Blake-Manor Shared Use Path project, since it involves federal funds, will be a separate project from the road widening project. TNR plans to implement the design of the Blake-Manor Road widening project ahead of the Shared Use Path project in order to simplify the development of the Shared Use Path project.

**Fiscal Impacts and Sources of Funding:**

Local government's share of 20% engineering and construction costs plus TX DoT's direct project cost totals \$651,715. TNR is requesting approval to use savings from 1984 and 1997 Precinct One Bond funds for the required local government matching funds. A total of \$421,175 of 1997 Bond savings has been set aside on funds reservation 300000572 pending approval of this agenda item. A total of \$230,540 of 1984 bond savings is currently available in allocated reserve funds 4013, 4015, 4017 and 4028. Budget transfers have been entered in the SAP to move the \$230,540 from reserves to the appropriate line item. The Planning and Budget Office will approve these budget transfers once the Commissioners Court authorize the use of these savings and the reserve transfers. The \$230,540 will then be added to funds reservation 300000572.

**Required Review:**

County Attorney's Office  
Planning and Budget Office  
Auditor's Office

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677 for financial issues and Steve Sun at extension 44660 for program issues.

**Attachments:**

Copies of Budget Adjustments-1984 Bond Program and Funds Reservation-1997 Bond Program  
Resolution  
Blake-Manor Shared Use Path Advance Funding Agreement  
Blake-Manor Share Use Path Grant Application

**Page 3**

**May 7, 2013**

**Blake-Manor Shared Use Path AFA**

**cc:**

**Marvin Brice, Purchasing**

**Jason Walker, Purchasing**

**Tom Nuckols, County Attorney's Office**

**Chris Gilmore, County Attorney's Office**

**Steve Sun, TNR**

**Donna Williams-Jones, TNR**

**Tawana Gardner, TNR**

*Handwritten initials*

# Header Information for Entry Doc Number

400002466

501

Doc. Number 400002466

Doc. Status Preposted

FM Area 1000

Budget. Cate. Payment

Doc. Year 2013

Doc. Date May 2, 2013

Value Type Budget

Version 0

Doc. Type TRAN

Budget Type 3

Fiscal Year 2013

Year Cash Eff

Process UI TRAN

Process SEND

Original Applic. BWB

Doc. Family

### Additional Data

Creator WILLIAD

Creation Date May 2, 2013

Creation Time 15:16:31

Resp. Person DONNA WILLIAMS JONES

Year Cohort

Public Law

Header Text BA to GL Account for Gmt Mch Return-Supplmt BAS

Legislation

TextName

### Lines

Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area	Grant	Funded Program	Local Amount	Text Line
000001	4013		1980000000	580010	1710	NOT-RELEVANT	NON-FUNDED-PROGRAM	-30,940	To 522040 Gmt Mch Blake Manor Shared Use Path
000002	4013		1490200000	522040	1710	NOT-RELEVANT		30,940	From 580010 Gmt Mch Blake Manor Shared Use Path

# Header Information for Entry Doc Number

400002467

901

Doc. Number 400002467

Doc. Status Preposted

FM Area 1000

Budget Cate. Payment

Doc. Year 2013

Doc. Date May 2, 2013

Value Type Budget

Version 0

Doc. Type TRAN

Budget Type 3

Fiscal Year 2013

Year.Cash.Eff

Process UI TRAN

Process SEND

Original.Applic. BWB

Doc.Family

## Additional Data

Creator WILLIAD

Creation Date May 2, 2013

Creation Time 15:18:34

Resp. Person DONNA WILLIAMS JONES

Year Cohort

Public Law

Header Text BA to GL Account for Gmt Mich Return-Supplmt BAS

Legislation

TextName

**Lines**

<b>Total Document</b>	0	USD
-----------------------	---	-----

Line	Fund	Budget Period	Funds Center	Contrn.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	4015		1980000000	580010	1710	NOT-RELEVANT	NON-FUNDED-PROGRAM	-7,121	To 522040 Gmt Mich Blake Manor Shared Use Path
000002	4015		1480200000	522040	1710	NOT-RELEVANT	600021	7,121	From 580010 Gmt Mich Blake Manor Shared Use Path



# Header Information for Entry Doc Number

400002480

801

Doc. Number 400002480 Doc. Status Preposted FM Area 1000

Budget Code: Payment Doc. Year 2013 Doc. Date May 2, 2013

Value Type Budget Version 0 Doc. Type TRAN

Budget Type 3 Fiscal Year 2013 Year. Cash Eff

Process UI TRAN Process SEND Original Applic. BWB Doc. Family

## Additional Data

Creator WILLIAD Creation Date May 2, 2013 Creation Time 15:25:25

Resp. Person DONNA WILLIAMS JONES Year Cohort Public Law

Header Text BA to GL Account for Gmt Mich Return-Supplmnt BAS Legislation

TextName

**Lines**  
**Total Document** 0 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area	Grant	Funded Program	Local Amount	Text Line
000001	4028		1990000000	590010	1710	NOT-RELEVANT	NON-FUNDED-PROGRAM	-68,750	To 522040 Gmt Mich Blake Manor Shared Use Path
000002	4028		1490200000	522040	1710	NOT-RELEVANT	600021	68,750	From 590010 Gmt Mich Blake Manor Shared Use Path

# Funds Reservation 300000572

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	05/03/2013
FM area	1000	Posting date	05/03/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	WILLIAD	Created on	05/03/2013
Last changed by		Last changed	
More Data			
Text	Blake Manor Road Shared Use Path TXDoT Grant Match		
Reference			
Overall Amount	421,540.00 USD		

Document item 001			
Text	1997 Bond Portion Gmt Match Blake Manor Rd SUP		
Commitment item	521040	Funds center	1490200000
Fund	4019	G/L account	521040
Cost center	1490200000	Due on	
Vendor		Customer	
Amount	421,540.00 USD		

**Donna Williams-Jones**

---

**From:** Travis R Gatlin  
**Sent:** Thursday, April 11, 2013 3:18 PM  
**To:** Donna Williams-jones  
**Cc:** Steven Manilla; Carolyn Draper; Steve Sun; Tawana Gardner; Alan Miller; Matthew Naper; Cynthia McDonald; Jessica Rio; Hannah York; John Hille  
**Subject:** RE: Blake-Manor Shared Use Path AFA

Donna,

PBO has worked with the County Attorney's Office and Auditor's Office regarding your request. We concur with TNR moving forward to seek Court approval with the understanding that priority will be given to use the funds in the following order (1<sup>st</sup> 1984, 2<sup>nd</sup> \$1997, and 3<sup>rd</sup> 2001) for the Blake-Manor Shared Use Path.

Please let me know if you have any questions.

Travis  
4-9065

---

**From:** Donna Williams-Jones  
**Sent:** Wednesday, March 13, 2013 4:42 PM  
**To:** Travis R Gatlin  
**Cc:** Steven Manilla; Carolyn Draper; Steve Sun; Tawana Gardner; Diana Ramirez; Matthew Naper; Cynthia McDonald  
**Subject:** RE: Blake-Manor Shared Use Path AFA

Hi Travis,

Attached is information on the Blake-Manor Shared Bike Path project. This is one of the projects approved on the 6/28/11 agenda item #19 CAMPO grant application submission. The project consist of constructing a 10' wide bicycle/pedestrian facility, approximately 3 miles in length, extending from East Metro Park connecting Blake Manor Elementary School and Briarcreek subdivision to the planned Wildhorse Connector between Blake-Manor Road and FM 973. Travis County will have a 20% match costs of \$651,715 for this project. Please let me know if the 20% match is eligible for funding with Pct 1 1984, 1997 and/or 2001 Bond Savings.

The related accounts are:

1984 1490200000 Fund 4028

1984 1980000000 Funds 4028, 4013, 4015 and 4017

1997 1490200000 4019

2001 1490190000 4036, 4048

If these funding options are OK then TNR will proceed with an agenda item requesting approval to use those funds.

Thanks  
Donna



---

**From:** Steve Sun  
**Sent:** Wednesday, March 13, 2013 10:54 AM  
**To:** Donna Williams-Jones; Tawana Gardner  
**Cc:** Steven Manilla; Carolyn Draper  
**Subject:** Blake-Manor Shared Use Path AFA

Please provide funds reservation information for the attached agenda requests.

**RESOLUTION TO ENTER INTO ADVANCE FUNDING AGREEMENT  
WITH TEXAS DEPARTMENT OF TRANSPORTATION  
TO CONSTRUCT BLAKE-MANOR SHARED USE PATH**

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

**WHEREAS**, on April 26, 2012, the Commission passed Minute Order 113074 authorizing the State of Texas, acting by and through the Texas Department of Transportation ("TxDOT"), to undertake and complete a highway improvement project for the construction of a shared use path (the "Project");

**WHEREAS**, the Project is a bicycle/pedestrian facility that is approximately three miles in length and will extend from East Metro Park and connect Blake Manor Elementary and Briarwood Subdivision to the planned Wildhorse Connector between Blake-Manor Road and FM 973;

**WHEREAS**, the Travis County Commissioners Court finds that the construction of the Project would facilitate the movement of people, goods, and services in Travis County and would benefit the residents of Travis County;

**NOW, THEREFORE**, the Travis County Commissioners Court hereby authorizes the Travis County Judge to execute an Advance Funding Agreement with TxDOT under which, among other things:

1. Travis County will be responsible for ROW acquisition, utility relocation, and completion of the National Environmental Policy Act ("NEPA") process for obtaining environmental clearance for the Project.
2. Travis County will be responsible for performing architectural and engineering services for the Project.
3. Travis County will be responsible for construction of the Project.
4. Travis County will be required to contribute 20% of preliminary engineering costs, 20% of construction costs, 100% of the direct state costs for preliminary engineering, and 100% of the direct state costs for construction, which amounts are estimated to total \$651,715.00.

The Travis County Commissioners Court further directs that this resolution be included as **Attachment A** to the Advance Funding Agreement with TxDOT.

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

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

\_\_\_\_\_  
Ron Davis, Commissioner  
Precinct 1

\_\_\_\_\_  
Sarah Eckhardt, Commissioner  
Precinct 2

\_\_\_\_\_  
Gerald Daugherty, Commissioner  
Precinct 3

\_\_\_\_\_  
Margaret Gómez, Commissioner  
Precinct 4



# Texas Department of Transportation

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

February 7, 2013

**RECEIVED**

FEB 08 2013

**TNR**

Travis County  
CSJ: 0914-04-273  
Blake-Manor Shared Bike Path

Mr. Steven Manilla, P.E.  
Executive Manager  
Transportation and Natural Resources  
County of Travis  
P. O. Box 1748  
Austin, TX 78767-1748

Attn: Steve Sun, P.E.

Dear Mr. Manilla:

Enclosed for partial execution are two copies of an Advance Funding Agreement for the above project. The project consists of the construction of a shared use bike path along Blake-Manor Road.

Please return the two signed and dated documents to this office for full execution. An executed copy will be returned for your records.

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

Sincerely,

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

## Attachments

cc: Michael McKissick, P.E., N. Travis Area Engineer  
Bobby Ramthun, P.E., N. Travis Area Office  
Mike Walker, District Environmental Coordinator

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
For A  
Surface Transportation Program  
Metropolitan Mobility Project  
Off-System**

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

**WITNESSETH**

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

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

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

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 113074, authorizing the State to undertake and complete a highway improvement generally described as construction of a shared use path called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A for the improvement covered by this agreement. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

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

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

## AGREEMENT

### 1. Period of the Agreement

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

### 2. Scope of Work

The scope of work is the construction of a concrete shared use path from the Wildhorse Connector to Travis County East Metro Park, the location as shown on Attachment B.

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

A. The total estimated cost of the Project is shown in the Project Budget – Attachment C, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

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

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

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

#### **4. Termination of this Agreement**

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

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

#### **5. Amendments**

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

#### **6. Remedies**

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

#### **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.



CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**8. Environmental Assessment and Mitigation**

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

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

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

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

**10. Architectural and Engineering Services**

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

**11. Construction Responsibilities**

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements,

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the State will review and approve contract change orders.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## **12. Project Maintenance**

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

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

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.**
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.**
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.**
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of The State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.**
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by The State prior to its execution. A copy of the executed agreement shall be provided to The State.**

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**14. Notices**

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

Local Government:	State:
County Judge County of Travis P.O. Box 1748 Austin, Texas 78767-1748	Director of Contract Services Office Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

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

**15. Legal Construction**

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

**16. Responsibilities of the Parties**

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

**17. Ownership of Documents**

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

**18. Compliance with Laws**

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

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**19. Sole Agreement**

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

**20. Cost Principles**

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

**21. Procurement and Property Management Standards**

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

**22. Inspection of Books and Records**

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

**23. Civil Rights Compliance**

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

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

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## 26. Lobbying Certification

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

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

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 27. Insurance

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

## 28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State , a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) id this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**29. Single Audit Report**

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

**30. Signatory Warranty**

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



**CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development**

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

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**THE STATE OF TEXAS**

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

\_\_\_\_\_  
**Date**

**CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development**

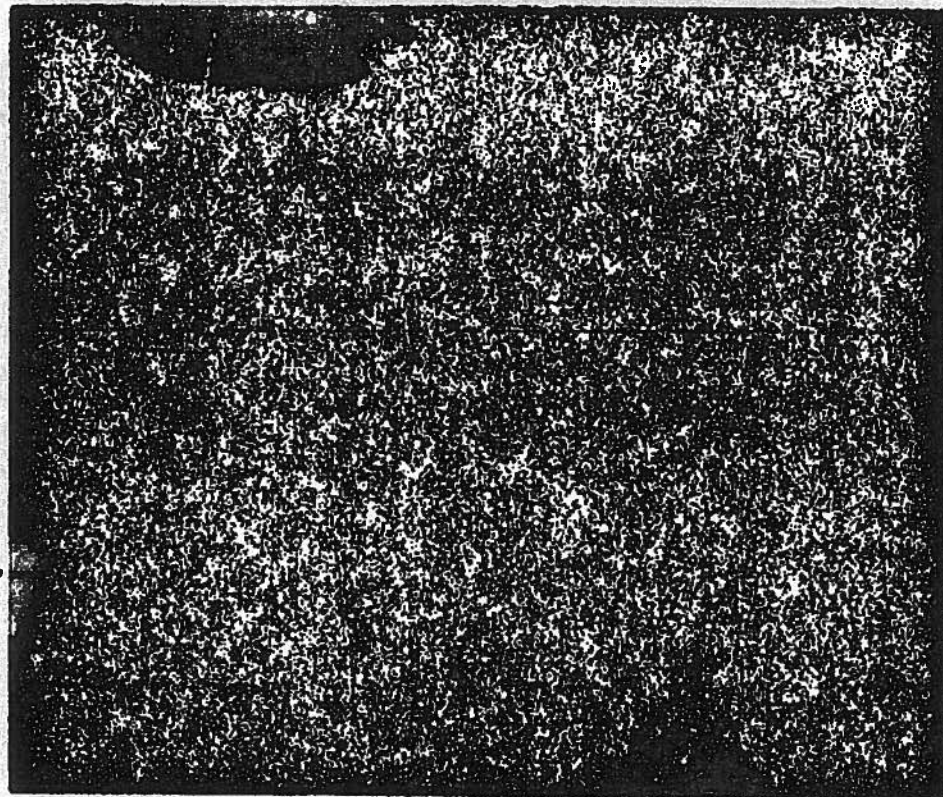
**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

CSJ #0914-04-273  
District #14 - AUS  
Code Chart 64 #50227  
Blake-Manor Shared Use Path  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

## ATTACHMENT B

### LOCATION MAP SHOWING PROJECT

**CAMPO  
STP-MM**



----- 073-Blake Manor Connector  
----- State-Manor Trail  
City Jurisdictions  
Parks



**Blake-Manor - Shared Use Path**

CSJ #0914-04-273  
 District #14 - AUS  
 Code Chart 64 #50227  
 Blake-Manor Shared Use Path  
 Federal Highway Administration  
 CFDA # 20.205  
 Not Research and Development

## ATTACHMENT C

### PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Preliminary Engineering (by Local Government)		\$240,000	80%	\$192,000	0%	\$0	20%	\$48,000
Construction (by Local Government)		\$2,520,500	80%	\$2,016,400	0%	\$0	20%	\$504,100
Subtotal		\$2,760,500		\$2,208,400		\$0		\$552,100
Direct State Cost for Preliminary Engineering (10%) = \$24,000	Environmental Direct State Costs (40%)	\$9,600	0%	\$0	0%	\$0	100%	\$9,600
	Engineering Direct State Costs (60%)	\$14,400	0%	\$0	0%	\$0	100%	\$14,400
Construction Direct State Costs (3%)		\$75,615	0%	\$0	0%	\$0	100%	\$75,615
Indirect State Costs (5.10%)		\$145,866	0%	\$0	100%	\$145,866	0%	\$0
Subtotal		\$245,481		\$0		\$145,866		\$99,615
TOTAL		\$3,005,981		\$2,208,400		\$145,866		\$851,715

Initial payment by the Local Government to the State: \$24,000

Payment by the Local Government to the State before construction: \$75,615

Estimated total payment by the Local Government to the State: \$99,615

This is an estimate. The final amount of Local Government participation will be based on actual costs.



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

**Meeting Date:** May 21, 2013

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

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

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### **AGENDA LANGUAGE:**

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,296,101.07 for the period of May 3 to May 9, 2013.

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

See attached.

### **STAFF RECOMMENDATIONS:**

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,296,101.07.

### **ISSUES AND OPPORTUNITIES:**

See attached.

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

Employee Health Benefit Fund (8956) – \$1,296,101.07

### **REQUIRED AUTHORIZATIONS:**

John Rabb, 854-2742  
Jessica Rio, 854-9106

**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.

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** May 21, 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:** May 3, 2013 to May 9, 2013

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,296,101.07

**HRMD RECOMMENDATION:** The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,296,101.07.

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  
MAY 3, 2013 TO MAY 9, 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: May 21, 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: May 3, 2013  
 TO: May 9, 2013

**REIMBURSEMENT REQUESTED: \$ 1,296,101.07**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,071,907.49
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 14, 2013	\$ (784,494.28)
Adjust to balance per UHC	\$ 8,687.86
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 1,296,101.07</b>
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 1,296,101.07</b>

The claims have been audited for eligibility and all were eligible in the period covered by the claim.


All claims over \$25,000 (1 this week totaling \$104,387.56) 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 (\$182,295.36) 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.

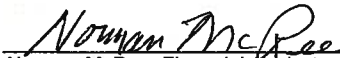
All claims have been reviewed to determine if they have exceeded the \$250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from Sun Life total \$1,137,593.56.

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.

  
 John Rabb, Benefits Manager Date 5/13/13

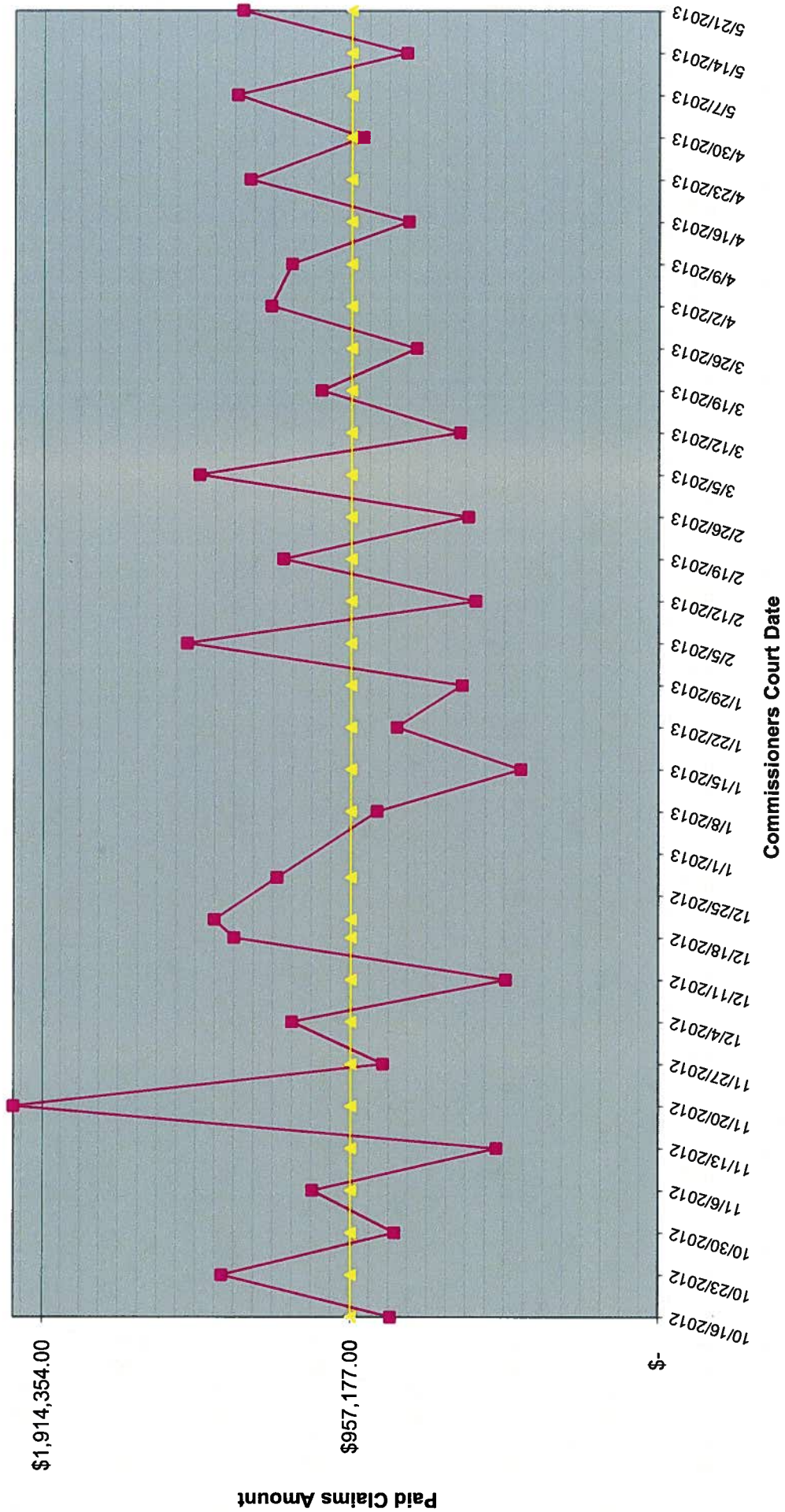
  
 Shannon Steele, Benefits Administrator Date 5/13/2013

  
 Norman McRee, Financial Analyst Date 5/10/13

\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.



### Travis County Employee Benefit Plan FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23



### Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

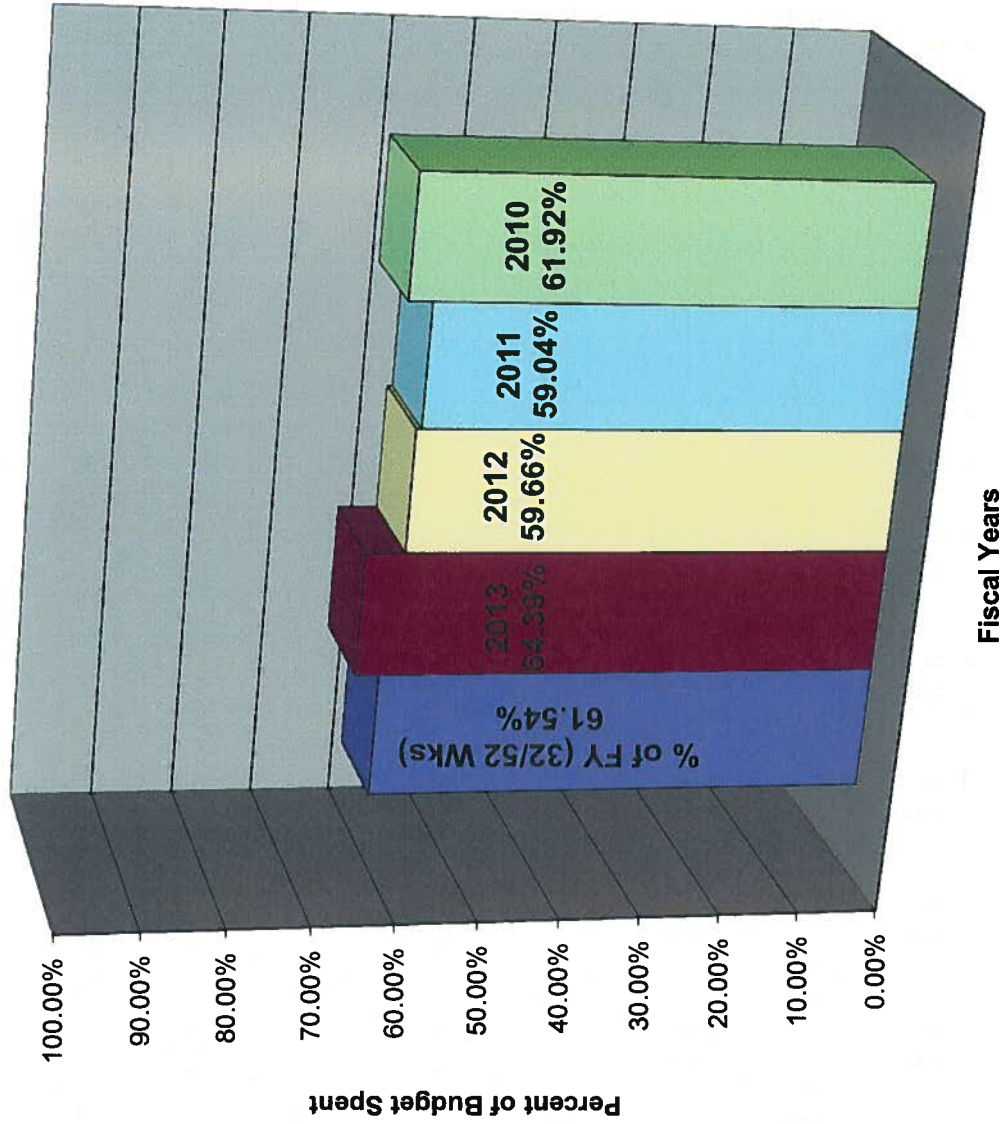
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	\$ 2,004,819.80	\$ 957,177.23	4	\$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	\$ 856,605.61	\$ 957,177.23	7	\$ 345,370.77	14.97%	11.71%
8	11/16/2012	11/22/2012	12/4/2012	\$ 1,140,771.38	\$ 957,177.23	0	\$ -	17.26%	14.05%
9	11/23/2012	11/29/2012	12/11/2012	\$ 474,802.74	\$ 957,177.23	2	\$ 98,896.45	18.21%	14.57%
10	11/30/2012	12/6/2012	12/18/2012	\$ 1,319,676.15	\$ 957,177.23	4	\$ 142,853.98	20.87%	17.30%
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%
25	3/15/2013	3/21/2013	4/2/2013	\$ 1,207,753.63	\$ 957,177.23	5	\$ 187,944.03	49.30%	44.44%
26	3/22/2013	3/28/2013	4/9/2013	\$ 1,143,736.22	\$ 957,177.23	5	\$ 386,145.74	51.60%	46.79%
27	3/29/2013	4/4/2013	4/16/2013	\$ 778,673.30	\$ 957,177.23	2	\$ 67,438.64	53.17%	48.19%
28	4/5/2013	4/11/2013	4/23/2013	\$ 1,272,288.67	\$ 957,177.23	4	\$ 185,102.83	55.72%	51.21%
29	4/12/2013	4/18/2013	4/30/2013	\$ 922,180.96	\$ 957,177.23	5	\$ 196,051.28	57.58%	52.36%
30	4/19/2013	4/25/2013	5/7/2013	\$ 1,312,317.73	\$ 957,177.23	4	\$ 129,379.59	60.21%	54.89%
31	4/26/2013	5/2/2013	5/14/2013	\$ 784,494.28	\$ 957,177.23	3	\$ 145,311.14	61.79%	56.65%
32	5/3/2013	5/9/2013	5/21/2013	\$ 1,296,101.07	\$ 957,177.23	1	\$ 104,387.56	64.39%	59.66%
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									

Claims & Budget to Date	\$ 32,050,366.43	\$ 30,629,671.38
Gross Paid Claims over (under) Budget		\$ 1,420,695.05

Stop Loss \$ 1,137,593.56  
 Net of Stop Loss \$ 283,101.49 over (under budget)

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 32



**Norman Mcree**

---

**From:** SIFSAX@UHC.COM  
**Sent:** Friday, May 10, 2013 1:03 AM  
**To:** Norman Mcree  
**Subject:** UHG FUNDING NOTIFICATION

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

**NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY**

**DATE:** 2013-05-10                      **REQUEST AMOUNT:** \$2,071,907.49

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

---

**CALCULATION OF REQUEST AMOUNT**

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-05-09	\$649,354.95
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<b>\$2,018,686.05</b>
+ CURRENT DAY NET CHARGE:	\$53,221.44
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
<b>REQUEST AMOUNT:</b>	<b>\$2,071,907.49</b>

---

**ACTIVITY FOR WORK DAY: 2013-05-03**

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$82,854.21	\$00.00	\$82,854.21
<b>TOTAL:</b>	<b>\$82,854.21</b>	<b>\$00.00</b>	<b>\$82,854.21</b>

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013\_05\_09

CONTR_NBR	PLN_ID	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	632	-\$226.67	A1	1391224	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$226.70	A1	1361209	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$233.38	A1	1317893	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$241.12	A1	1386762	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$241.40	A1	1386763	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$245.88	A1	1316552	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$245.88	A1	1336796	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$252.77	A1	1389993	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$255.00	A1	1317102	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$266.22	A1	1371954	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$269.66	A1	1306240	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$294.71	A1	1387859	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$334.13	QG	30681768	AH	5	4/30/2013	50	5/6/2013	5/9/2013
701254	632	632	-\$424.70	A1	1348110	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$463.55	A1	1348120	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$570.89	A1	1371955	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$670.90	A1	1369809	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$1,179.72	A1	1348101	AA	2	5/2/2013	200	5/9/2013	5/9/2013
701254	632	632	-\$2,222.33	A1	1348119	AA	2	5/2/2013	200	5/9/2013	5/9/2013

1,296,101.07

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

For the payment week ending: 05/09/2013

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>CLAIM</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
----------------	------------------	------------	--------------	------------	--------------	--------------	-----------------	-------------------	-------------------

**Total:** \$0.00

## Travis County - Employee Health Benefits Fund (8956)

### Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 05/09/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 127,156.59
	RR	1110068956	516110	\$ 25,474.46
			<b>Total CEPO</b>	<b>\$ 152,631.05</b>
EPO	EE	1110068956	516030	\$ 408,826.65
	RR	1110068956	516130	\$ 43,495.36
			<b>Total EPO</b>	<b>\$ 452,322.01</b>
PPO	EE	1110068956	516020	\$ 616,787.61
	RR	1110068956	516120	\$ 74,360.40
			<b>Total PPO</b>	<b>\$ 691,148.01</b>
			<b>Grand Total</b>	<b>\$ 1,296,101.07</b>



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 5/21/13

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

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

**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 – 7.**

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

## May 21, 2013

**ITEM # :**

**DATE:** May 10, 2013

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

**VIA:** Leslie Browder, County Executive, Planning and Budget *LB*

**FROM:** Todd L. Osburn, Compensation Manager, HRMD *TLO*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 7.**

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

LB/TLO

### Attachments

- cc: Planning and Budget Department
- County Auditor
- County Auditor-Payroll (Certified copy)
- County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	05/03/2013	N/A	N/A	1450 - Facilities Management	30000478 / Custodian / 2 - Temporary / 06 - Hourly - No Bnf / GRD07 / 00 / \$11.00
New Hire	New Hire	05/08/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004634 / School Crossing Guard / 2 - Temporary / 05 - Hourly - Reimt / GRD11 / 00 / \$13.00
New Hire	New Hire	05/13/2013	N/A	N/A	3250 - Civil Courts	30001257 / Court Bailiff / 2 - Temporary / 05 - Hourly - Reimt / GRD11 / 00 / \$12.71
New Hire	New Hire	05/06/2013	N/A	N/A	3450 - Constable Pct 1	30050297 / Constable Deputy / 4 - Special Project / 02 - Full Time Non-Exempt / GRD61 / 01 / \$49,686.62
New Hire	New Hire	05/02/2013	N/A	N/A	3470 - Constable Pct 5	30001885 / Constable Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD61 / 01 / \$49,686.62
New Hire	New Hire	05/20/2013	N/A	N/A	3500 - Sheriff	30002404 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50

2

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	05/20/2013	N/A	N/A	3500 - Sheriff	30002577 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	05/20/2013	N/A	N/A	3500 - Sheriff	30002625 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	05/20/2013	N/A	N/A	3500 - Sheriff	30002953 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
Re-Hire	Re-Hire	05/01/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30050955 / IntpSgLngrlll / 2 - Temporary / 05 - Hourly - Retmt / GRD21 / 00 / \$29.00
Re-Hire	Re-Hire	04/16/2013	N/A	N/A	3150 - County Clerk	30006311 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
Re-Hire	Re-Hire	04/16/2013	N/A	N/A	3150 - County Clerk	30006274 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00

3

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Re-Hire	Re-Hire	05/08/2013	N/A	N/A	3400 - Justice of the Peace Pct 1	30051001 / Court Clerk I / 2 - Temporary / 06 - Hourly - No Bnf / GRD13 / 00 / \$14.54
Mobility	Demotion	05/03/2013	3200 - District Clerk	30001098 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50	3200 - District Clerk	30001089 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
Mobility	Full-Time to Part-Time	05/16/2013	3100 - County Attorney	30000807 / Law Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50	3100 - County Attorney	30000807 / Law Clerk I / 1 - Regular / 04 - Part Time Non-Exempt / GRD15 / 00 / \$17,304.25
Mobility	Interdpt Change	05/06/2013	3500 - Sheriff	30002366 / Certified Peace Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD84 / 06 / \$57,967.94	3300 - District Attorney	30001402 / Investigator / 1 - Regular / 02 - Full Time Non-Exempt / GRD67 / 01 / \$70,779.49
Mobility	Part-Time to Full-Time	05/06/2013	1700 - Transportation and Nat Rsrc	30004617 / School Crossing Guard Supv / 1 - Regular / 04 - Part Time Non-Exempt / GRD11 / 00 / \$16,180.74	1700 - Transportation and Nat Rsrc	30004617 / School Crossing Guard Supv / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$32,361.48
Mobility	Promotion	05/03/2013	3200 - District Clerk	30001089 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,251.26	3200 - District Clerk	30001098 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50

4

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	05/01/2013	3200 - District Clerk	30001134 / Court Clerk II / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$34,608.50	3200 - District Clerk	30001134 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00
Mobility	Promotion	04/18/2013	3300 - District Attorney	30001364 / Attorney VI / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$94,774.99	3300 - District Attorney	30001320 / Attorney VII / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / \$99,513.74
Mobility	Promotion	03/16/2013	3500 - Sheriff	30001909 / Accountant / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$46,823.50	3500 - Sheriff	30001916 / Financial Analyst Sr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$60,663.62
Mobility	Promotion	05/16/2013	3600 - Pretrial Services	30003900 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$30,323.28	3600 - Pretrial Services	30003902 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,883.20
Mobility	Promotion	05/06/2013	3650 - Juvenile Probation	30003977 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$35,052.57	3650 - Juvenile Probation	30003970 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$38,557.82
Salary Change	Salary/Hourly Rate Change	05/01/2013	1500 - Medical Examiner	30003462 / Autopsy Tech / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$34,777.60	1500 - Medical Examiner	GRD13 / 00 / \$36,063.00

5

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	05/01/2013	1500 - Medical Examiner	30003457 / Records Analyst Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.84	1500 - Medical Examiner	GRD13 / 00 / \$31,357.00
Salary Change	Salary/Hourly Rate Change	05/01/2013	1500 - Medical Examiner	30003463 / Autopsy Tech / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$39,462.50	1500 - Medical Examiner	GRD13 / 00 / \$40,724.00
Salary Change	Salary/Hourly Rate Change	05/01/2013	1500 - Medical Examiner	30003452 / Office Supv / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$50,140.48	1500 - Medical Examiner	GRD16 / 00 / \$50,892.00
Salary Change	Salary/Hourly Rate Change	05/01/2013	1500 - Medical Examiner	30003460 / Autopsy Tech / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$36,585.13	1500 - Medical Examiner	GRD13 / 00 / \$37,938.78
Salary Change	Salary/Hourly Rate Change	05/01/2013	1500 - Medical Examiner	30003435 / Toxicologist Laboratory Tech / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,266.74	1500 - Medical Examiner	GRD16 / 00 / \$38,644.00
Salary Change	Salary/Hourly Rate Change	05/01/2013	1500 - Medical Examiner	30003456 / Records Analyst / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$43,862.83	1500 - Medical Examiner	GRD17 / 00 / \$45,835.00

6

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	05/01/2013	1500 - Medical Examiner	30003439 / ME Adm Officer Chief / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$98,400.00	1500 - Medical Examiner	GRD28 / 00 / \$102,040.00
Salary Change	Salary/Hourly Rate Change	05/01/2013	1500 - Medical Examiner	30003464 / Autopsy Tech / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$39,462.50	1500 - Medical Examiner	GRD13 / 00 / \$40,724.00
Salary Change	Salary/Hourly Rate Change	05/01/2013	1500 - Medical Examiner	30003461 / Autopsy Tech / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83	1500 - Medical Examiner	GRD13 / 00 / \$31,356.00

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

7

## Item 22



### Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

**Prepared By/Phone Number:** Roger A. El Khoury, M.S., P.E., 854-4579

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

**County Executive:** Leslie Browder, PBO, 854-9106

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

Handwritten signatures of Roger A. El Khoury and Samuel T. Biscoe.

#### **AGENDA LANGUAGE:**

Consider and take appropriate action regarding the Texas Charter Schools Association request to renew their lease at 700 Lavaca building (Executive Session Gov't Code Ann 551.071 & 551.072).

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

Texas Charter Schools Association (TCSA) has requested a proposal from Travis County to renew their lease at 700 Lavaca. TCSA has a renewal option in their lease. Their lease expires on March 31, 2014 and a renewal notice is required nine months ahead of their lease expiration date. TCSA is leasing 7,607 rentable square feet (RSF) at the 9<sup>th</sup> floor, suite 930 and their annual rent is \$148,336.50 based on a rental rate of \$19.50 per RSF.

#### **STAFF RECOMMENDATIONS:**

The Facilities Management Department recommends that the TCSA be allowed to renew their lease based on the market value in spring of 2014.

#### **ISSUES AND OPPORTUNITIES:**

Texas Charter Schools Association is a 700 Lavaca tenant located in suite 930 at the 9<sup>th</sup> floor and has one 5-years renewal option. TCSA has indicated that they are interested in renewing their lease and request an official proposal from the Travis County. The TCSA's lease renewal would increase the revenues for 700 Lavaca building for the next five years.

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

Additional revenues are projected for FY14-FY19

#### **ATTACHMENTS/EXHIBITS:**

N/A

#### **REQUIRED AUTHORIZATIONS:**

N/A



## Item 23



### Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

**Prepared By/Phone Number:** Leslie Stricklan, 854-4778

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

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

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

A handwritten signature in blue ink, appearing to read "Roger A. El Khoury", with a date "5/16" written below it.

#### AGENDA LANGUAGE:

Consider and take appropriate action to allocate office spaces at the Executive Office Building regarding proposed future renovations.

- A. Pretrial Services to be allocated offices on floors 4 and 5
- B. Office of Parental Representation to be allocated offices on floor 6
- C. Adult Probation to be allocated offices on floors 7 through 11

#### BACKGROUND/SUMMARY OF REQUEST:

This agenda item requests Commissioners Court approval of the space allocation strategy for the Executive Office Building at 411 W. 13<sup>th</sup> Street that was reviewed with the Court most recently in a work session in January 2013. The proposed future renovations, for which funding will be requested through the 2014 budget process, will provide adequate space for Adult Probation, as the anchor tenant, Pretrial Services, and the Office of Parental Representation.

These proposed space allocations would accomplish multiple goals:

1. Meet the current and projected growth needs through 2025 for the noted divisions of Adult Probation and Pretrial Services.
2. Meet short-term expansion needs through 2018 for the Office of Parental Representation.
3. Reduce leased space and associated rental costs.
4. Vacate space in the 1<sup>st</sup> floor of the Gault Building to allow for the relocation of various criminal justice functions in order to create the vacant spaces needed to house the proposed two new Criminal Courts at the Criminal Justice Center.

The space allocations for Pretrial Services and Adult Probation are

consistent with prior discussions with the Commissioners Court on the following dates:

- October 11 and 23, 2012, related to Criminal Courts expansion needs.
- December 4, 2012, related to Criminal Courts expansion needs.
- January 24, 2013, work session on Facilities Strategic Master Plan Update.
- February 5, 2013, related to the Criminal Courts expansion needs.

### **STAFF RECOMMENDATIONS:**

The Facilities Management Department recommends that the Commissioners Court approve the proposed allocation of space on floors 4-11 at the Executive Office Building. Floors 8-11 are currently vacant after the recent relocation of Transportation and Natural Resources department to the 700 Lavaca building. This is the best time for renovation of these vacated spaces to meet the functional needs of the proposed users. Similarly, the lower floors will be vacated and available for renovation after the upper floors are completed.

### **ISSUES AND OPPORTUNITIES:**

Floors 8-11 in the Executive Office Building will be renovated first, allowing Adult Probation to move up from their existing space on floors 4-6. The 7th floor currently occupied by Adult Probation will be remodeled to meet their current operating needs. Adult Probation needs to expand from 4 floors to 5 floors overall.

Floors 4 and 5 in the Executive Office Building will be remodeled for Pretrial Services (Administration and Case Management Divisions). Pretrial Services Intake/Central Booking is proposed to remain at Gault on the 1<sup>st</sup> floor. This is the preference of the department because of the critical operational adjacency with Central Booking. Maintaining this adjacency as they expand is preferable to relocating all functions to a different location. It should be noted that Pretrial Services has submitted a request to be considered during the 2014 budget development process for full security screening to be provided at the Executive Office Building entry lobby if portions of the office are relocated to this location. These costs are not currently a part of the renovation budget requested by Facilities Management Department for consideration in the 2014 budget.

Floor 6 is proposed as shorter term office space for the Office of Parental Representation, allowing them to move out of leased space where there is no expansion space available adjacent to their current suite. Very little

remodeling is needed for this floor to meet their projected growth needs, which is reasonable and cost effective for the proposed five-year occupancy period. As other projects are completed in the downtown area and a longer growth history is developed for this office, a plan for a more permanent location can be incorporated into the Central Campus Master Plan. There is ample future opportunity to accommodate this office in either the Granger building or in the redevelopment of Block 126.

The Facilities Management Department has worked closely with these three departments to develop preliminary programs and conceptual plans for the proposed renovations. With the exception of finishes like paint and carpet, which are scheduled for periodic replacement subject to normal wear in accordance with industry best practices, the proposed renovations should last at least 15 years, allowing for possible minor changes in the future to adapt to evolving operational requirements.

If the project scope and funding is approved by the Commissioners Court for inclusion in the 2014 budget, the proposed phased renovation project timeline is estimated below.

Oct 2013 – January 2014	Planning and Design
February 2014 – March 2014	Procurement
April 2014 – June 2014	Construction at Floors 7-11
June – July 2014	Move Adult Probation to renovated Floors 7-11
July 2014 – September 2014	Construction at Floors 4-6
September – October 2014	Move Pretrial (Admin & Case Management Division) to renovated Floors 4-5
	Move Office of Parental Representation to Floor 6

Staff researched opportunities for leasing affordable nearby space in the downtown area for these functions as an alternative to renovating the Executive Office Building, but was unable to identify a cost effective solution. Based on the analysis included in this agenda request, staff recommends the implementation of these capital improvements.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

A budget of \$1,774,058 for Fiscal Year 2014 is estimated to be needed for office suite renovations on floors 4-11 at the Executive Office Building,

including \$50,000 for moving services. The renovation costs do not include modifications related to information technology needs, such as cabling. A request for this funding has also been submitted for the 2014 and is estimated at \$350,000.

The existing HVAC system has reached the end of its useful life, and is sorely in need of replacement. The approved 2013 capital budget includes \$3.5 million for these HVAC improvements.

The savings to be generated by moving the Office of Parental Representation out of leased space into County-owned space is about \$70,715 annually.

**ATTACHMENTS/EXHIBITS:**

N/A

**REQUIRED AUTHORIZATIONS:**

N/A

## Item 24



### Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

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

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

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

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

A handwritten signature in blue ink, appearing to read "Roger El Khoury", with the initials "R.E.K." written below it.

#### **AGENDA LANGUAGE:**

Consider and take appropriate action on use of 700 Lavaca Building Conference and Meeting Rooms to include:

- A. Use by County departments or 700 Lavaca tenants;
- B. Use by private citizens or groups for non-County purposes; and
- C. Approval of fees and general guidelines for use of spaces.

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

The 700 Lavaca Building has eight conference and meeting room (C&MR) spaces that are available for use, excluding the Commissioners Courtroom. These spaces are described in Attachment One, which includes a summary of the seating capacity and amenities for each space. At the current time, these spaces may be reserved for use by County departments or 700 Lavaca tenants by contacting the building property management company, Sentinel Lavaca Management Corporation (Sentinel). 700 Lavaca tenants are only authorized to use Room 1.108, which is the conference room by the escalators. Sentinel offices are located in Suite 900 and spaces can be reserved for use via email to Melissa at [streckfus@sentinelcorp.com](mailto:streckfus@sentinelcorp.com). There are no fees associated with use of these C&MR spaces for official County functions or by tenants during normal business hours. These C&MR spaces are reserved on a first-come, first-served basis. The Commissioners Courtroom is not included as a space available for use by County departments or tenants, unless specifically authorized by the Commissioners Court.

The multi-function spaces at the first floor could be made available for use by public groups or private citizens when not required by County departments.

**Reservations for such use could be managed by Sentinel once the guidelines and fees for use by public groups or private citizens have been adopted and approved by the Commissioners Court.**

**Proposed guidelines address what type of group or function would be permitted to reserve and use the C&MR spaces and the fees required to offset the costs for the use and any restrictions on use. The Facilities Management Department has coordinated with Sentinel and proposes the following guidelines;**

- **Use of the C&MR spaces by public groups or private citizens would be limited to uses that are not deemed appropriate for being held in a public building. For example, groups advocating positions of violence or illegal activities would not be allowed.**
- **Governmental or quasi-governmental agencies/groups appear to be appropriate to be authorized to use C&MR spaces on an as available basis.**
- **Approved use of spaces during normal business hours would be at no cost for the use of the room with priority given to County departments.**
- **Food and drinks are authorized; however, C&MR spaces must be left in same condition as prior to the meeting.**
- **The Commissioners Courtroom would not be available for use by any public groups or private citizens or governmental agencies unless specifically approved by the Commissioners Court. Attachment Three is the City of Austin's policy for use of City Hall and is provided for Court review of the City's policies for non-City use of Council Chambers and the room used for Council worksessions.**
- **Approved use of spaces/rooms after normal business hours (after 6 PM) or on weekends would be at a cost of \$200 (flat fee) to cover chiller, electrical and custodial costs. For reference, in Attachment Two, is the Facilities Reservation Request form from Harris County. Their fees for after-hours events are similar to what is proposed for 700 Lavaca. Harris County charges a flat fee of \$100 for utilities, \$75 for janitorial and an hourly charge of \$13.75 for security. Payments for rental fees would be made to Sentinel and deposited in the 700 Lavaca**

### **Building operating account.**

- The flat fee above does not cover the costs for media services if these services are required. Groups needing media services for their meeting or event would need to coordinate directly with Travis County TV to determine support needed and related costs.
- Limited parking for non-County sponsored events is available at the attached 700 Lavaca parking garage at \$1.50 per 20 minutes or a maximum daily rate of \$11.00. After 8 PM or on weekends, \$5.00 cash for the auto-cashier is required to exit the garage. Metered street parking is available around 700 Lavaca. Paid meter hours have a 3-hour maximum from 8:00 AM to 6:00 PM on Mondays through Wednesday, 8:00 AM to midnight on Thursdays and Fridays, and 11:00 AM to midnight on Saturdays. Street parking is free on Sundays and outside the stated hours above.

### **STAFF RECOMMENDATIONS:**

Facilities Management Department recommends the Commissioners Court approve the proposed guidelines for use of 700 Lavaca Building Conference and Meeting Rooms as outlined or as modified by the Commissioners Court.

### **ISSUES AND OPPORTUNITIES:**

There are many public and private groups that could make use of the 700 Lavaca Building Conference and Meeting Rooms when these spaces are not required for County use. Approval of guidelines for the use of these C&MR spaces would allow the property manager, Sentinel, to properly manage the use of these assets.

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

Revenue: Depends on the frequency of usage of the 700 Lavaca Building Conference and Meeting Room spaces.

### **ATTACHMENTS/EXHIBITS:**

1. 700 Lavaca Conference and Meeting Rooms
2. Harris County Facility Reservation Request Form
3. City of Austin – Guidelines for Non-City Use of City Hall

### **REQUIRED AUTHORIZATIONS:**

John Hille, Assistant County Attorney, 854-9415

Sentinel Real Estate  
Corporation

700 Lavaca Street  
Suite 900  
Austin, TX 78701  
Telephone: 512-708-0700  
Fax: 512-708-0712



## 700 Lavaca Conference and Meeting Rooms

2/27/13

**County Phones:** Dial 8 first - no long distance *(unless they have a County code)*

Food and drink are allowed. Users must leave the conference and meeting rooms in the condition they were found.

**Please email reservation requests to Melissa at [streckfus@sentinelcorp.com](mailto:streckfus@sentinelcorp.com)**

### First Floor

**Multi-Function Spaces:** *(these rooms may be combined- 90 total chairs)*

**A – Room 1.114:** 12 chairs– WI-Fi, projector & screen – No phone

**B – Room 1.113:** 44 chairs + 8 side chairs – WI-Fi, projector & screen – No phone

**C – Room 1.112:** 26 chairs – WI-Fi, projector & screen – No phone

**TC Media Contact for projectors:** *Al Jackson, [al.jackson@co.travis.tx.us](mailto:al.jackson@co.travis.tx.us) or 699-3961*

**Room 1.108:** Private Tenant Conference Room by Escalators

11 chairs + 7 side chairs - Phone, WI-Fi, projector screen *(no projector)*

### Second Floor – County Department Use Only

**Room 2.110:** 12 chairs + 8 side chairs – Phone, WI-Fi, no projector

**Room 2.119:** 14 chairs + 6 side chairs – Phone, WI-Fi, no projector

**Barbara Jordan Room 2.109:** 11 chairs + 6 side chairs - WI-Fi, No phone or projector

### 15<sup>th</sup> Floor – County Department Use Only

**Room #1507- *(enter Suite 1505 at lobby – conference room on the left)***

10 chairs – WI-Fi – No phone or projector





# FACILITIES & PROPERTY MANAGEMENT

## FACILITY RESERVATION REQUEST

Please type or print clearly (black or blue ink).

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Sponsored by (Dept): \_\_\_\_\_ Email: \_\_\_\_\_

Event: \_\_\_\_\_

Event Date(s): \_\_\_\_\_

Duration of Event: \_\_\_\_\_ to \_\_\_\_\_ (include set-up and clean-up time)

Number of guests: \_\_\_\_\_

Location(s) Requesting: \_\_\_\_\_

The following fees are applied if reservations are for after hours events.

- Utilities Fee - \$100/meeting/room
- Security Fee - \$13.75/hour/facility/person
- Janitorial Fee - \$75.00/meeting/room

I have read the Harris County Building Regulations and have executed the Release and Indemnity Waiver and will comply as directed.

\_\_\_\_\_  
Users' Signature

\_\_\_\_\_  
Date

Please submit this form along with your payment and the Release and Indemnity Waiver to:

Harris County Facilities & Property Management  
 Customer Service  
 1310 Prairie, Suite 140  
 Houston, TX 77002

\*For parking related issues, please contact Mary Edwards at 713-755-5091 or Mary.Edwards@fpm.hctx.net.

\*Acceptable forms of payments: MC, VISA, AMEX, Cashier's Check, Corporate Check and Money Order.

*For more information, please contact FPM's Customer Service or visit us at [www.hcfpm.net](http://www.hcfpm.net).*

**For Office Use Only**

Date Request Received \_\_\_\_\_ WT# \_\_\_\_\_

Date Requestor Contacted \_\_\_\_\_ Notes \_\_\_\_\_

**Fees**

Utilities.....	_____	\$
Security.....	_____	\$
Janitorial Fee .....	_____	\$
	<b>Total</b>	\$

Office 713.755.2255 | Fax 713.755.4705 | Email CustSvc@fpm.hctx.net  
 1310 Prairie, Suite 140 Houston, Texas 77002

*Attachment Two*



A U S T I N C I T Y H A L L

(Updated February 2, 2012)

**GUIDELINES FOR NON-CITY USE**

**WELCOME!**

City Hall is a public building used primarily for City business and related activities. Visitors are welcome to come to City Hall during normal business hours to view the building and the art displayed in it as long as they do not disrupt staff meetings or other City business being conducted.

**BUILDING USE**

City Hall is a public building to be used for public purposes. Under limited circumstances, the building may be reserved for training, receptions, or other events that have a public purpose. The plaza, mezzanine and amphitheater areas, and the media room may be reserved by the general public for uses having a public purpose, including public service announcements, press releases, protests, and cultural events that are open to the public. On Tuesdays during regular business hours, the council chambers and board and commission room may also be reserved for such uses having a public purpose. However, these areas should remain open to the general public during these activities. A reservation is required for non-city use of areas inside the City Hall building, and for the amphitheater and mezzanine.

The council chamber, board and commission room, atrium and certain balcony areas may be available for use by a private group for an event serving a public purpose. City Hall may not be used for purely personal or private events, including weddings.

Sponsorship by a council member is required for any non-City event, except for an event held in a "free speech" area designated in this policy. However, these activities may not interfere with the normal business of City Hall and are subject to the use policies and procedures contained in these guidelines.

Any reservation may be preempted by use of the room or area for City business.

Room or area	Occupancy load
Atrium (lobby)	836 people, including total building occupancy; maximum 20 tables allowed in atrium.
1101 - Board and Commission	70 people
1001 Chamber	250 people
1034 News Media Room	35 people

**COUNCIL MEMBER SPONSORSHIP**

Except for use of the plaza, mezzanine, and amphitheater areas, the media room, and council chambers and the board and commission room on Tuesdays during regular business hours, an

*ATTACHMENT THREE  
(ATT-3)*

event sponsor must obtain sponsorship from the mayor or a council member or approval from the city manager to initiate the reservation process for use of City Hall. A sponsorship form is available from the building manager or, in the case of the media room, from the Public Information Office (see corresponding table).

## RESERVATIONS

To make a reservation to use City Hall for a non-city purpose, the event organizer must:

- Designate one person from your organization to be your contact and decision-maker.
- Obtain written council member sponsorship on the form provided by Building Services.
- Contact Building Services by email at [building.services@austintexas.gov](mailto:building.services@austintexas.gov) to determine availability and to reserve your requested date. Your date will be confirmed through an Outlook meeting notice or e-mail.

Except for the media room, board and commission room and council chambers, an individual or group may not reserve space at City Hall more than once every 60 days. An individual or group may not reserve the media room more than once every 30 days. Council chambers and the board and commission room may not be reserved more than once every two months (see corresponding table).

## SCHEDULING

Except for the media room, board and commission room or council chambers, an event at City Hall must be scheduled not less than two weeks or more than 90 days in advance. The media room, board and commission room and chambers may not be scheduled less than 48 hours or more than 30 days in advance. The building manager may grant exceptions to the advanced scheduling requirement at his or her discretion (see corresponding table).

## MEDIA ROOM USE

The media room is available to make public announcements between 8:00 a.m. and 5:00 p.m. on weekdays on a first-come first-served reservation basis. It is not available as a meeting facility or on weekends.

The City's media equipment is not available for public use. The podium and microphone may be used to make public announcements. Channel 6 media coverage will not be provided for any private use of the media room.

Any special equipment or materials brought into the room must be removed at the end of the reservation period. City staff may also prohibit the use of material or equipment that may cause damage to the building.

Use of the media room may be scheduled through the Public Information Office on a form approved by the department.

Food and drink are not allowed in the media room during private use.

## PLAZA, MEZZANINE, AND AMPHITHEATER USE

The following areas of City Hall are designated as free speech areas, provided that such usage does not unreasonably interfere with City business: (1) the plaza area at street level on the south

side of City Hall; (2) the amphitheater area (concrete riser steps) on the southeast corner of City Hall; and (3) the mezzanine area at the top of the amphitheater. Within these areas the public may engage in First Amendment protected activity, subject to the following regulations that are intended to protect public health, safety and welfare, and provide for the orderly conduct of City business:

- o For safety reasons, including safe entry and exit from the building, events and demonstrations may not be held in the following areas:
  - The front of the south entrance between the stairs to the parking garage and the amphitheater, including the rock walls surrounding the stairs to the parking garage.
  - The area directly in front of the east side doors to the Boards and Commissions meeting room.
  - The exterior east side stairway.

Area	Occupancy load
Mezzanine	no maximum load
Plaza	no maximum load

The plaza, mezzanine, and amphitheater areas may not be used for non-City business before 6:00 a.m. or after 10:00 p.m. This time limitation does not apply to an event that occurs while a public meeting of the City Council or a board or commission is ongoing in City Hall.

The plaza, mezzanine or amphitheater area may be closed at other times if Building Services determines that closure is required for inspection, maintenance or cleaning. A person may not interfere with inspection, maintenance or cleaning of the property.

Sleeping, camping, and use or storage of sleeping equipment are prohibited on the plaza, mezzanine, and amphitheater areas at all times. Leaving unattended personal property on the plaza, mezzanine, and amphitheater areas is prohibited at all times. A person may not erect a structure or tent on these areas without prior written approval of Building Services.

The plaza area may also be reserved for non-City usage in accordance with the procedures in these guidelines. Any such reserved usage for an event will take precedence over a non-reserved use.

### **COUNCIL CHAMBERS AND BOARD AND COMMISSION ROOM**

On Tuesdays during regular business hours, council chambers and the board and commission room may be reserved by the public for any public use, including use as a free speech venue. Sponsorship by the mayor or a council member or approval from the city manager is not required for such events.

The board and commission room and council chambers are available between 8:00 a.m. and 5:00 p.m. on Tuesdays for use by the public on a first-come first-served reservation basis. These rooms are not available on weekends.

The City's media equipment is not available for public use. Podiums and microphones may be used to make public announcements. Channel 6 media coverage will not be provided for any non-city use.

Any special equipment or materials brought into the board and commission room or council chambers must be removed at the end of the reservation period. City staff may also prohibit the use of material or equipment that may cause damage to the building.

Food and drink are not allowed in either council chambers or the board and commission room during non-city use.

## BALCONIES

City Hall has three balconies overlooking Lady Bird Lake, one overlooking 2<sup>nd</sup> Street and one on Lavaca Street. The mezzanine balcony is open to the public and may be reached by the outside elevators or the exterior Lavaca Street stairs. Access to the 2<sup>nd</sup> and 3<sup>rd</sup> floor balconies may be restricted to staff and invited visitors of the Mayor and Council, and City management.

The 2<sup>nd</sup> Street "stinger" balcony, located on the third floor is open to employees and the public during regular business hours. Balcony life-safety occupancy capacity is as follows:

Area	Occupancy load
2 <sup>nd</sup> floor balcony	49 people
3 <sup>rd</sup> floor balcony	49 people
4 <sup>th</sup> floor balcony	not rated; not considered an assembly area
Stinger	not rated; not considered an assembly area

## EVENT ORGANIZER'S RESPONSIBILITIES

The event organizer is responsible for:

- Ensuring that all outside service vendors meet the City's liability insurance requirements.
- Providing necessary audio-visual equipment and services, including podium, microphone, computer presentations, and sound equipment for live music presentations.
- Scheduling and meeting all deliveries and pick-ups. Deliveries may be made only on the day of the event. Equipment pickup must occur the day of the event.
- Confirming final schedule and arrangement through the building manager, including a mandatory pre-event walk-through.
- Making arrangements with a caterer or other private vendor for delivery and pick up of any tables and chairs needed. City-owned dollies, carts, or other equipment for loading and unloading are not available for private use.
- Building cleanup and removing event-related trash must occur on the day of the event by the event organizer. City Hall dumpsters may not be used for event trash.

## INSURANCE

The event sponsor and a vendor providing food, beverages or equipment, including tables and chairs, must submit proof of appropriate insurance to the building manager not less than two days prior to the event.

## **ADDITIONAL RESTRICTIONS**

The following additional restrictions apply to use of City Hall for privately sponsored events:

- o Caterer cooking stations are not allowed in City Hall.
- o Event setup and teardown are prohibited between 8:00 a.m. and 5:00 p.m.
- o The loading dock is restricted to loading and unloading only. The loading dock and surrounding area may not be used to store event-related materials.
- o Elevators may not be used to transport tables, chairs and equipment to the mezzanine or balconies.

## **ALCOHOL USE**

The use of alcohol in City Hall is allowed after normal business hours for functions with a public purpose. Personal or private consumption of alcohol in City Hall or on the grounds is prohibited.

Alcohol can only be served in accordance with building use guidelines at a public function. Alcohol served at a function with 20 or more attendees must be supplied by a licensed caterer with appropriate liquor legal liability insurance. A function with fewer than 20 attendees is not required to use a licensed caterer to serve alcohol. However, if a caterer is used to serve alcohol, that caterer must provide proof of liquor legal liability.

The event planner must provide the building manager with proof of liquor legal liability insurance not less than two days before the date of the event. If proof of insurance is not provided, the building manager may prohibit alcohol consumption at the event.

## **AMPLIFICATION**

City audio-video equipment is not available for private use. Amplified speech or music is not permitted in the building before 6:00 p.m. or after 10:00 p.m. Musicians providing live music must provide their own amplification systems. Cords and cables must be visibly secured and approved for safety by the building manager.

## **DECORATIONS**

- Use of glitter, confetti, streamers, or candles is prohibited in City Hall.
- Balloons or other inflatable items that could rise to the atrium ceiling are not allowed inside the building.
- Banners and event-related hanging items must be hung by City personnel and may only be displayed if the building manager has given prior approval.
- Decorations that cannot be hung safely or without causing damage to City Hall are prohibited.

## **POLITICAL CAMPAIGNS**

With the exception of those locations designated as free speech venues, City Hall may not be used for political campaign-related functions or events. City resources or equipment may not be used for election campaigning. No one may make a contribution to a candidate or officeholder in City Hall. A candidate or officeholder may not solicit or accept a contribution in City Hall.

## **PUBLIC PURPOSE DETERMINATION**

- Factors considered in determining whether an event serves a public purpose include:
  - o Is the organizer an individual or a group?
  - o Is the group a profit or non-profit organization?

- o How long has the organization been active in the community?
- o What is the demonstrable benefit to community accomplished by the organization?
- o How many citizens are served by the organization?
- o What is the community benefit performed by the event?
- o How many people will benefit from or enjoy the event?
- o What services will be provided by the organization through the event and how do those services benefit the public?
- o Will the event honor the cultural diversity of the City's citizens?
- o Is the event an annual event or a single occurrence?

## **PUBLIC INFORMATION**

An information desk, 974-2668, staffed by Security, is located in the atrium. Security staff will help direct visitors to meeting areas and destinations.

## **SECURITY**

Security is on-site from 7 a.m. until midnight Monday through Friday and 8:00 a.m. to 4:00 p.m. on Saturdays and Sundays. Security may be reached at 974-2668. See Security in the atrium for an after-hours escort to the parking garage.

## **SMOKING**

Smoking is prohibited in City Hall, including stairwells, parking garage, all balconies and terraces and within 15 feet of building entrances.

## **VISITORS**

Visitors to City Hall will be screened upon entry.

**Summary Tables**

	Reserve once every:	
	60 Days	30 Days
Media Room		X
Chamber and Board & Commission (Tue 8am – 5pm)	X	
Plaza, Amphitheater and Mezzanine	X	
Chamber and Board & Commission (Non free speech times)	X	
Atrium	X	

	Sponsorship required	
	Yes	No
Media Room		X
Chamber and Board & Commission (Tue 8am – 5pm)		X
Plaza, Amphitheater and Mezzanine		X
Chamber and Board & Commission (Non free speech times)	X	
Atrium	X	

	Window for reservation	
	Minimum	Maximum
Media Room	48 hours	30 days
Chamber and Board & Commission (Tue 8am – 5pm)	48 hours	30 days
Plaza, Amphitheater and Mezzanine	48 hours	90 days
Chamber and Board & Commission (Non free speech times)	2 weeks	90 days
Atrium	2 weeks	90 days





## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

**Prepared By/Phone Number:** Kent Hubbard/854-6458

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Pursuant to Texas Local Government Code, Section 263.152(a)(1), declare certain items surplus property and sell at public auction.

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

There are two capital assets included in the items to be auctioned. One is a used diesel engine that is no longer serviced and a large format scanner that does not function. The balance of the listed items are low value assets.



Created 05-16-13 4:15p

# Asset Master Record Detail Report

LOT	Inventory #	Employee	Location	RCC - Dept	Asset # (0ASSET_MAIN) - Long Text	Asset #	S/N	Acquisition Value
1	59759	DANNY D ROLLIE	TC Add to Auction List	1150020001	TRAILER 8' UTILITY	1003979	#	\$ 750.00
2	123200	Not assigned	TC Add to Auction List	1150020001	PANASONIC TAPE RECORDER	1011079	WA31A001860	\$ 435.00
2	106117	Not assigned	TC Add to Auction List	1150020001	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	1015832	NEED	\$ 4,495.00
2	106118	Not assigned	TC Add to Auction List	1150020001	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	1015833	NEED	\$ 4,495.00
2	106120	Not assigned	TC Add to Auction List	1150020001	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	1015827	NEED	\$ 4,495.00
2	106122	Not assigned	TC Add to Auction List	1150020001	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	1015828	NEED	\$ 4,495.00
2	106128	Not assigned	TC Add to Auction List	1150020001	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	1015829	NEED	\$ 4,495.00
2	106129	Not assigned	TC Add to Auction List	1150020001	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	1015830	NEED	\$ 4,495.00
2	110859	Not assigned	TC Add to Auction List	1150020001	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009514	526CDL0749	\$ 2,185.00
2	111312	Not assigned	TC Add to Auction List	1150020001	MOTOROLA RADIO ASTRO SPECTRA W4 128M 35W	1009933	526CDS1183	\$ 2,302.00
3	128259	Not assigned	TC Add to Auction List	1150020001	ICE MAKER MANITOWOCK PRODUCES 540 LBS OF ICE PER	1016099	110539035	\$ 2,476.00
4	120115	Not assigned	TC Add to Auction List	1150020001	VIDEO SYSTEM MOBILE POLICE MV7	1010028	103550	\$ 2,785.00
4	120116	Not assigned	TC Add to Auction List	1150020001	VIDEO SYSTEM MOBILE POLICE MV7	1010029	103551	\$ 2,785.00
4	120121	Not assigned	TC Add to Auction List	1150020001	VIDEO SYSTEM MOBILE POLICE MV7	1010032	103556	\$ 2,785.00
4	120133	Not assigned	TC Add to Auction List	1150020001	VIDEO SYSTEM MOBILE POLICE MV7	1010037	103568	\$ 2,785.00
4	120136	Not assigned	TC Add to Auction List	1150020001	VIDEO SYSTEM MOBILE POLICE MV7	1010038	103571	\$ 2,785.00
4	121483	Not assigned	TC Add to Auction List	1150020001	PATROL CAR VIDEO SYSTEMS CONTROL UNIT	1010315	106971	\$ 2,351.20
4	123557	Not assigned	TC Add to Auction List	1150020001	AUDIO/VIDEO SYSTEM FOR LAW ENFORCEMENT VEHICLES	1013082	112670	\$ 2,939.00
4	145000	Not assigned	TC Add to Auction List	1150020001	ARBITRATOR KIT MK1.5 VPU W/SOFTWARE PANASONIC	1026089	C9TA10405	\$ 4,044.99
4	145007	Not assigned	TC Add to Auction List	1150010001	ARBITRATOR KIT MK1.5 VPU W/SOFTWARE PANASONIC	1026095	C9TA10660	\$ 4,044.99
4	145028	Not assigned	TC Add to Auction List	1150020001	ARBITRATOR KIT MK1.5 VPU W/SOFTWARE PANASONIC	1026115	C9TA10313	\$ 4,044.99
4	146178	Not assigned	TC Add to Auction List	1150020001	ARBITRATOR KIT MK1.5 VPU W/SOFTWARE (ARBTR-KIT-SI)	1026839	C9TA10209	\$ 4,044.99
4	157569	Not assigned	TC Add to Auction List	1150020001	"20"" TELEVISION LG	1018726	708MXMTLG051	\$ 399.00
5	N/A	N/A	TC Add to Auction List	N/A	SNAP-ON MIG/TIG WELDER MODEL MM140SL	N/A	N/A	N/A
6	N/A	N/A	TC Add to Auction List	N/A	(18) VIZVOX SENTRY VIDEOPHONES	N/A	N/A	N/A
8	N/A	N/A	TC Add to Auction List	N/A	15 PALLETS OF MISC. MODULAR SYSTEMS FURNITURE	N/A	N/A	N/A



Created 05-16-13 4:15p

# Asset Master Record Detail Report

LOT	Inventory #	Employee	Location	RCC - Dept	Asset # (0ASSET_MAIN) - Long Text	Asset #	S/N	Acquisition Value
1	130827	Not assigned	TC Add to Auction List	1150020001	GENERAL DIESEL ENGINE GENERATOR WITH STANDBY	1001631	2089260	\$ 12,870.20
7	138371	Not assigned	TC Add to Auction List	1150020001	SCANNER EIS QUATRA C LARGE FORMAT	1002331	JW22006	\$ 7,585.00



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013  
**Prepared By/Phone Number:** Chief Deputy Don Bowne, 854-9488  
**Elected/Appointed Official/Dept. Head:** Maria Canchola  
**Commissioners Court Sponsor:** Margaret Gomez

## **AGENDA LANGUAGE:**

RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR 2012 FROM CONSTABLE, PRECINCT FOUR.

## **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:**

**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.



**MARIA CANCHOLA**  
TRAVIS COUNTY CONSTABLE, PRECINCT FOUR  
DON BOWNE - CHIEF DEPUTY

MEMORANDUM

TO: Commissioner's Court  
FROM: Maria L. Canchola, Constable  
DATE: March 1, 2013  
SUBJECT: 2012 Racial Profiling Report

13 MAR 05 PM 1:00

The primary mission of my office is to handle civil and criminal process issued by the courts. Our Deputies also provide security services for the county employees and visitors to the Ray Martinez Building on McKinney Falls Parkway. As a result, my office does not place a significant emphasis on traffic enforcement. Most of our limited enforcement activities are directed towards school zone safety and disabled parking enforcement in order to protect the safety and rights of these two vulnerable populations within the County.

Senate Bill 1074 requires all law enforcement agencies to provide an annual report on racial profiling to the governing body of the reporting agency. Attached is the Travis County Constable Precinct Four report for the year 2012.

I require deputies to submit a written record documenting all stops, warnings, and citations. Analysis of the citation data suggests that the Precinct Four Constable's Office did not experience a problem regarding racial profiling. This is supported by the fact that we have not received any citizen complaints alleging racial profiling during 2012.

DELIVERED THIS 5 DAY OF Mar, 2013  
MARIA CANCHOLA  
CONSTABLE, PCT 4, TRAVIS COUNTY, TEXAS  
BY J. F. Bown #412  
DEPUTY



Precinct Four Constable's Office  
Travis County, Texas

## Racial Profile Tier 2

January 01, 2012 Through December 31, 2012

Gender:		
1.	157	Female
2.	143	Male
3.	0	Other
4.	300	Total
Race or Ethnicity:		
5.	8	African
6.	14	Asian
7.	66	Caucasian
8.	206	Hispanic
9.	4	Middle Eastern
10.	2	Native American
11.		Other
12.	300	Total
Race or Ethnicity known prior to stop?		
13.	1	Yes
14.	299	No
15.	300	Total
Reason for stop:		
16.	0	Violation of law other than traffic
17.	0	Pre-existing knowledge (i.e. warrant)
18.	294	Moving Traffic Violation
19.	6	Vehicle Traffic Violation (Equipment, Inspection or Registration)
20.		Other
21.	300	Total

Search conducted		
22.	<u>0</u>	Yes
23.	<u>300</u>	No
24.	<u>300</u>	Total
Reason for search:		
25.	<u>0</u>	Consent
26.	<u>0</u>	Contraband/evidence in plain sight
27.	<u>0</u>	Probable cause or reasonable suspicion
28.	<u>0</u>	Inventory search performed as result of towing
29.	<u>0</u>	Incident to arrest/warrant
30.	<u>0</u>	Total
Contraband discovered?		
31.	<u>0</u>	Yes
32.	<u>0</u>	No
33.	<u>0</u>	Total
Description of Contraband		
34.	<u>0</u>	Illegal drugs/drug paraphernalia
35.	<u>0</u>	Currency
36.	<u>0</u>	Weapons
37.	<u>0</u>	Alcohol
38.	<u>0</u>	Stolen property
39.	<u>0</u>	Other
40.	<u>0</u>	Total
Arrest result of stop or search:		
41.	<u>0</u>	Yes
42.	<u>300</u>	No
43.	<u>300</u>	Total

## Annual Racial Profiling Analysis

<b>Office of the Constable</b> <b>Travis County - Precinct Four</b> January 1, 2012 to December 31, 2012	
--	--

**Table 1: Detention Disposition by Race**

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	3	21.4%	3.3%	1	12.5%	0.8%
Warned (Written)	11	78.6%	6.4%	7	87.5%	4.1%
	<b>14</b>	<b>100.0%</b>	<b>4.7%</b>	<b>8</b>	<b>100.0%</b>	<b>2.7%</b>
	of Race		of all stops	Total		of all stops

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	98	47.6%	76.6%	22	33.3%	17.2%
Warned (Written)	108	52.4%	62.8%	44	66.7%	25.6%
	<b>206</b>	<b>100.0%</b>	<b>68.7%</b>	<b>66</b>	<b>100.0%</b>	<b>22.0%</b>
	of Race		of all stops	Total		of all stops

Disposition	Native American	% of Race	% of Disposition	Middle Eastern	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	1	0.0%	0.8%	3	75.0%	2.3%
Warned (Written)	1	0.0%	0.6%	1	25.0%	0.3%
	<b>2</b>	<b>100.0%</b>	<b>0.8%</b>	<b>4</b>	<b>100.0%</b>	<b>1.3%</b>
	of Race		of all stops	Total		of all stops

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	42.7%	128
Warned (Written)	57.3%	172
	<b>100.0%</b>	<b>300</b>

Precinct Four 2010 Population Demographics (1)	
White	33.0%
Black	9.0%
Hispanic	56.0%
All Others	3.0%

(1) Source: Travis County IGR - Plan GE 170

**Table 2: Search Status by Race**

Search Status	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	14	100.0%	4.7%	8	100.0%	2.7%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	<b>14</b>	<b>1</b>	<b>4.7%</b>	<b>8</b>	<b>1</b>	<b>2.7%</b>
	of Race		of all stops	Total		of all stops

Search Status	Hispanic	% of Race	% of Total	White	% of Race	% of Total
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	206	100.0%	68.7%	66	100.0%	22.0%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	<b>206</b>	<b>1</b>	<b>68.7%</b>	<b>66</b>	<b>1</b>	<b>22.0%</b>
	of Race		of all stops	Total		of all stops

Search Status	Native American	% of Race	% of Total	Middle Eastern	% of Race	% of Total
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	2	0.0%	0.7%	4	100.0%	1.3%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	<b>2</b>	<b>1</b>	<b>0.7%</b>	<b>4</b>	<b>1</b>	<b>1.3%</b>
	of Race		of all stops	Total		of all stops

Search Status	Total %	Number
Consent Search	0.0%	0
No Search	100.0%	300
Probable Cause Search	0.0%	0
	<b>100.0%</b>	<b>300</b>

**Table 3: Complaints Received**

N/A      None Received





## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013  
**Prepared By/Phone Number:** Chief Deputy Don Bowne, 854-9488  
**Elected/Appointed Official/Dept. Head:** Maria Canchola  
**Commissioners Court Sponsor:** Margaret Gomez

### **AGENDA LANGUAGE:**

AUTHORIZE ESTABLISHMENT OF A \$200 CHANGE FUND TO SUPPORT CUSTOMER TRANSACTIONS AT THE PRECINCT FOUR CONSTABLE'S OFFICE.

### **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:**

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.

# Memorandum



**To:** Members of the Commissioner's Court  
**From:** Maria Canchola, Constable – Precinct Four  
**Date:** December 3, 2012  
**Re:** Request for Change Fund

---

## Proposed Motion

*A. Consider and take appropriate action to approve application by the Office of the Constable – Precinct Four to establish a \$200 change fund.*

## Summary Information

Our office collects fines and fees from the public. The absence of a change fund requires customers to come with exact change in order to clear their warrants. Accepting an overpayment from a customer, because they do not have exact change, would result in extra expense and inefficiency because the County would have to issue and mail a refund check for the overage. In order to collect the fines and fees due, sometimes our helpful staff ends up making change for from their own pocket.

Establishment of a \$200 change fund will allow the Precinct Four Constable's Office to better serve our customers. We will improve the timeliness of collections by not having to turn away customers wanting to resolve their outstanding warrants due to an inability to make change for a twenty or hundred dollar bill.

The new change fund would be subject to standard accounting controls and regular audits.

REQUEST FOR ADJUSTMENT TO  
CHANGE FUND OR PETTY CASH FUND

Office/Department: Marica Canchola, Travis County Constable, Pct. 4 Dep#34

Request for Adjustment to (1) Change Fund (2) Petty Cash Fund (Circle one only)

Current Balance: \$ 0.00 (a) This should include total funds held for the office/department.

Requested Increase: \$ 200.00 (b) Please provide justification for requested increase in the space provided. Also, please provide source of funds to be used to establish increase.

Requested Decrease: \$ (                      ) (c) Please provide justification for requested decrease. Also, please provide a copy of deposit warrant issued by County Treasurer's Office

Revised Balance: \$ 200.00 (d) Amount to be presented to Commissioners' Court for approval.

Justification for Adjustment: (attach supporting documentation as necessary)

- Establish new fund (provide details)
- Increase current fund (provide documentation of increased requirements)
- Decrease current fund
- Seasonal increase in collections (provide documentation of increased requirements)
- Seasonal reduction in collections
- Eliminate fund -- no longer needed
- Other

To establish a change fund for the office which will in turn increase customer service and reduce the number of small refund checks issued from our office due to the lack of a change fund.

Source Fund: Criminal Warrant Fees - Fund: 0001 Cost Center: 134002001 GL:420200

Marica S. Canchola  
Signature: Elected/Appointed Official or Designee

12-4-12  
Date:

Request Approved  Request Denied

Daid Jurgens  
Signature: County Auditor or Designee

1/25/13  
Date:

Comments:

---



---



---

## Item 29



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

**Prepared By/Phone Number:** Michael Williams/854-7011

**Elected/Appointed Official/Dept. Head:** Chief Estela P. Medina/854-7069

**Commissioners Court Sponsor:** N/A

**AGENDA LANGUAGE:** Approve travel to Honolulu, Hawaii for the 2013 American Psychological Association Annual Convention. Travel will be paid out of Travis County Juvenile Probation's Hogg Foundation Grant-Psychology Internship Program.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached.

**STAFF RECOMMENDATIONS:** See Attached.

**ISSUES AND OPPORTUNITIES:** See Attached.

**FISCAL IMPACT AND SOURCE OF FUNDING:** Total cost of \$5,891.40. The Juvenile probation Hogg Foundation Grant- Psychology Internship program will pay for this travel to Honolulu, Hawaii.

**REQUIRED AUTHORIZATIONS:**

Chief Estela Medina, Chief Juvenile Probation Officer 854-7069

Rhett Perry, County Auditor 854-8821

Aerin-Renee Toussaint, County PBO 854-9065

Dr. Erin Foley, Psychologist 854-7078

Darryl Beatty, Deputy Chief 854-7007

Bonnie Floyd, Assistance Purchasing Agent 854-4173

**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 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

### MEMORANDUM

**To:** The Honorable Samuel T. Biscoe, County Judge  
The Honorable Ron Davis, Commissioner, Precinct 1  
The Honorable Sarah Eckhardt, Commissioner, Precinct 2  
The Honorable Gerald Daugherty, Commissioner, Precinct 3  
The Honorable Margaret J. Gómez, Commissioner, Precinct 4

**From:**

  
Estela Medina  
Chief Juvenile Probation Officer

**Subject:** 2013 Annual Convention of the American Psychological Association

**Date:** May 10, 2013

The Travis County Juvenile Probation Department is respectfully requesting that the attached travel request, in the estimated amount of \$5,891.40 be placed before the Commissioner's Court for approval. This request is asking for approval for Dr. Erin Foley to attend the 2013 Annual American Psychological Association (APA) Convention in Honolulu, Hawaii. All fees for this conference will be paid for out of the Hogg Foundation for Mental Health grant that was awarded to the department in September 2011. The purpose of the Hogg Foundation grant is to support the development of an APA accredited internship program in psychology. Dr. Foley serves as the Training Director for this internship program.

A requirement of this grant is that the department creates and utilizes a training curriculum that emphasizes current research and best practices. A further requirement of this grant is that the department recruit doctoral students not only from Texas but from around the country to take part in the internship program with Travis County Juvenile Probation. The APA convention was included in the grant budget because of its workshops in assessment, treatment, and public policy as well as its scheduled opportunities for internship training directors to meet with and provide prospective interns with program information. Obtaining up-to-date research on best practices, interacting with prospective trainees, and communicating other training directors will be invaluable to the department as we move closer to applying for APA-accreditation for our pre-doctoral internship training program.

Please advise if there is any additional information you may need.

Thank you.

**cc:** Darryl Beatty  
Erin Foley



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

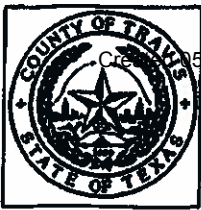
ESTELA P. MEDINA  
Chief Juvenile Probation Officer

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

## **Travel Cost Summary** For **2013 American Psychology Law Society Annual Conference In Honolulu, Hawaii July 30<sup>th</sup>-August 5th**

Conference Registration:	\$ 275.00
Hotel rate per night \$250.00 x 6 nights:	\$1,709.40
Estimated Airfare:	\$2,600.00
Baggage Fee:	\$ 100.00
Meals per Diem day \$ x 6 nights:	\$ 707.00
Taxi for 6 days:	\$ 500.00
<b>Grand Total Estimated Cost</b>	<b><u>\$ 5,891.40</u></b>





# TRAVEL ENCUMBRANCE FORM

05-16-13 4:15p

Form Type: Original

RECEIVED  
TRAVIS COUNTY  
OFFICE OF THE CLERK

2013 APR 29 PM 4:48

Grant related? **YES**

ADMINISTRATIVE  
FINANCIAL

Grant Project # \_\_\_\_\_ Grant Per Diem Rate \$101.00

v. 7/2011

Auditor's Office Use Only

Auditor Initial \*\*/ Date \_\_\_\_\_

P.O. Number(s)	JP189R	R
	JP189L	R
	JP189T	E
	JP189E	E

### Traveler Information

Emp First Name Erin Emp Last Name Foley  
 Emp. Vendor # 10003139 Emp ID # 288812  
 Purpose of Travel Conference City, State: Honolulu, HI  
 Event Description 2013 American Psychological Association Annual Convention  
 Departure Date 7/30/2013 Return Date 8/5/2013

Acct No. (1)	<u>001-4510-593-See below</u>	Acct No. (2)	_____
Fund	<u>001</u>	Fund	_____
Dept	<u>45</u>	Dept	_____
Div	<u>10</u>	Div	_____
Act/SubAct	<u>583</u>	Act/SubAct	_____
Elem/Obj	<u>See below</u>	Elem/Obj	_____
Project Number	<u>800252</u>	Project Number	_____
Allocation %	<u>100.00%</u>	Allocation %	_____

### (R) Registration: (6604)

Invoice/Completed Regs. Form REQ'D **YES** >> If regis. form needs to accompany advance print, please provide a second copy <<

Payment Type Pick up Check  
 Vendor Name APA Vendor # 1000001933 \$ 275.00  
 Additional project: \_\_\_\_\_  
 Confirm/invoice # 12086

### (L) Lodging: (6603)

Confirmation required  
 \*\* If you are rooming with another T.C. employee(s), please list name(s) on Additional Explanation Form, below.  
 Payment Type-Lodg #1 Pick up Check  
 Vendor Name Sheraton Waikiki Hotel L #1 Vendor # NEW L#1 \$ 1,709.40  
 Daily rate \$ 284.90 # of Nights 6 L#2 \$ -  
 Confirm/invoice # 12086  
 Additional project: \_\_\_\_\_  
 Subtotal Lodg. \$ 1,709.40

### (T) Transportation: (6603)

Payment Type Pay When Billed  
 Airfare-Vendor Name Four Seasons Travel Vendor # FourSeasons \$ 2,600.00  
 Other-Vendor Name \_\_\_\_\_ Vendor # \_\_\_\_\_ \$ \_\_\_\_\_  
 Additional project: \_\_\_\_\_  
 Reservation # \_\_\_\_\_  
 Subtotal Trans. \$ 2,600.00

### (C) Car Rental (6606)

- Justification needed for ALL car rental encumbrances. Please document in the "Additional Information" section.

Payment Type Car rent - Select One  
 Car Rental-Vendor Name \_\_\_\_\_ Vendor # \_\_\_\_\_ \$ \_\_\_\_\_

### (E) Meals/Misc.: (6603)

Mileage (est # miles) \_\_\_\_\_ Vendor # 10003139 Rate: 0.555 (Eff. 07/01) \$ \_\_\_\_\_  
 Per Diem Days \_\_\_\_\_ @ \$46/day \$ \_\_\_\_\_  
 Partial Day Per Diem \_\_\_\_\_ \$ 707.00  
 Other, for example, business phone calls, parking, taxis, etc. \$ 600.00  
 Subtotal Meals/Misc. 1,307.00

Support req'd: actual mileage as quoted on internet from start to destination.

Meals are reimbursed at approved rate per budget rules. Actuals are reimbursed at a maximum of \$60/day + 15% tip (eff. 10/1/2010).

Please insure that appropriate support is attached.

Total Encumbrance: \$ 5,891.40  
 Breakout: Amounts to be paid in advance / check pick up: \$ (1,984.40)  
 Encumbrances only (including pay when billed): \$ 3,907.00

Prepared By: Joanie Mirez Telephone No/Ext: 854-5534 Prep Date: 4/26/2013

Traveler's Signature \_\_\_\_\_ Date \_\_\_\_\_ Dept'l Approval Signature / Emp Id # \_\_\_\_\_ Date \_\_\_\_\_

\*\* Auditor, by initialling in box in upper right corner of this form certifies that the above funds are budgeted and will be available for payment and is in accordance with Travis County budget rules.

**Joanie Mirelez**

**From:** Event Customer Service <email\_confirm@confmail.experient-inc.com>  
**Sent:** Monday, April 22, 2013 12:28 PM  
**To:** erinmarief@mac.com  
**Cc:** Joanie Mirelez  
**Subject:** APA 2013 Registration Confirmation (APA131:12086)



\*\*\* Please do not reply to this e-mail. It was sent from an automated system. \*\*\*

Confirmation ID: 12086  
 Erin M Foley  
 4825 Davis Ln Apt 1022  
 Austin, TX 78749-4567

--- Balance due - please resolve to avoid cancellation ---

Dear Erin Foley:

\*\*\* PLEASE PRINT AND KEEP THIS IMPORTANT DOCUMENT \*\*\*

Thank you for registering for the 2013 APA Annual Convention, July 31 - August 4, Honolulu, HI. This letter contains important information about your registration for the 2013 APA Annual Convention. Please retain it for your records.

Use the free Convention Mobile App (or browser version if you do not have a mobile device) to view the Convention programming, create your personal schedule, view facility floor maps and more. We will notify you when the App is ready this summer.

The Convention Program book will be mailed to you in July if you made that request on your registration form.

**Registrant**

**Badge Information:**  
 Erin Foley  
 Austin , TX



In the event you do not receive your badge prior to Convention, bring this confirmation to the APA Registration Area. Scan the barcode at any Self Registration counter and your badge will be printed.

Valid photo ID will be required for claiming your badge.

**Registration Detail**

Purchases for Erin Foley - This registrant has a balance due  
 Registration Type: M - APA Member, Early Bird (by June 30)

Item Code	Description	Date/Time	Qty.	Item Price	Item Total
REG	Registration		1	\$275.00	\$275.00

Total Registration Fees:

\$275.00



Total Registration Paid:

\$0.00

Current Balance:

\$275.00

**Housing****SHERATON WAIKIKI**

Status	Category	Occupancy
CONFIRM	PARTIAL OCEAN VIEW	Adults: 1 Children: 0
Arrival	Departure	Guests In Room
30 July 2013	5 August 2013	Erin Foley
Daily Rate	Room Tax	Deposit
\$250.00	13.96%	Credit Card Guarantee Erin M Foley *****4137
Resort Fee	Occupancy Tax	
\$0.00	\$0.00	Note: Taxes and fees are subject to change without notice
<b>Hotel Cancellation Policy</b>		
One night's room and tax will be charged for reservations not cancelled within 72 hours of arrival.		
<b>Comments</b>		
<b>Hotel Address</b>	<b>Phone</b>	<b>Fax</b>
2255 Kalakaua Ave Honolulu, HI 96815-2515	808-922-4422	808-931-8883
<b>Total Charges</b>	<b>Paid</b>	<b>Balance Due</b>
\$0.00	\$0.00	\$0.00

Total Housing Fees:	\$0.00
Total Amount Applied to Housing:	\$0.00
Housing Balance:	\$0.00
Total of All Fees:	\$275.00
Total Amount Applied to All Fees:	\$0.00
Total Balance Due:	\$275.00

**Cancellation Policy**

**Convention Registration Refund Policy:** Advance registrants who are unable to attend the convention may obtain a partial refund of their registration fee if a request is received before July 30, 2013. Individuals may request a refund by sending an email to [convention@apa.org](mailto:convention@apa.org). Requests for refunds must be received by the dates noted below.

By June 30, 2013 - 75% refund

By July 15, 2013 - 50% refund

By July 30, 2013 - 25% refund

After July 30, 2013 - No refunds will be issued.

If you have any questions, please contact the APA Convention Office at 202-336-6020  or email [convention@apa.org](mailto:convention@apa.org).

Please note: The above Convention Registration Refund Policy DOES NOT apply to the CE Sessions fee or CE Workshop enrollment. Please contact the CEP office if you have a refund request.

**HOTEL CHANGES/CANCELLATIONS:**

Contact Experient at (800) 974-3084  or (847) 996-5876  (International) or by email at [ampsy@experient-inc.com](mailto:ampsy@experient-inc.com) for

cancellations or changes on or before July 9th, 2013.

- Hotels may be contacted directly after July 14th, 2013.
- A penalty of one night's room and tax will be charged to your credit card for cancellations within the hotel's cancellation policy, or failure to arrive on your scheduled arrival date.
- Hotels may charge an early departure fee for early check-outs.
- Please refer to your hotel's specific policy above.

---

### For Questions or Correspondence

---

#### How do I change the details above?

If you need to make a change to your registration, please use one of the procedures noted below:

- **Make your changes online.** Use [www.apa.org/convention](http://www.apa.org/convention), click the Register button and log back in to adjust your details.
- Email your changes to: [ampsy@experient-inc.com](mailto:ampsy@experient-inc.com)
- Fax your change to: +1 (301) 694-5124
- Telephone your changes in to: +1 (866) 233-7970 (U.S. Only) or +1 (301) 682-7302 (Monday thru Friday 9:00am-5:00pm EST)
- Mail changes to:

APA 2013 Annual Convention Attendee Registration

c/o Experient

P.O. Box 4088

Frederick, MD 21705

(\*Please note: This policy does not apply to CE Workshops. Please contact the CEP Office for workshop changes)

#### Registration Materials (Name Badge and Convention Program):

If you register online by July 5, 2013, or mail a registration form to APA by July 5, 2013, your convention badge with name and institutional information, and if you choose, the Convention Program will be mailed to you beginning in mid July 2013.

Individuals that register online AFTER July 5, 2013, WILL NEED TO PICK UP their badges, badge holder, program book and on-site information packet at the APA Registration Area in Honolulu.

A small silicon microchip (RFID tag) is embedded in the name badge. These RFID tags are passive tags and only can function when within 8 feet of the electronic sensor (the reader.) APA is using RFID to track attendance at CE Sessions. The RFID tags will replace the "swipe in-swipe out" CE attendance verification system. Instead, rooms where CE sessions are held will be wired to track individuals planning to claim CE credit by attending CE sessions during convention. In this case, the RFID tags track individuals while attending CE sessions. CE credit can then be claimed at any of the CE kiosks in the registration area.

#### Additional Questions

Additional questions regarding your registration should be directed to Experient at +1 (866) 233-7970 (U.S. only) or +1 (301) 682-3702.

Complete your registration by checking in at the onsite registration area located at the Hawaii Convention Center (1801 Kalakaua Avenue), Kamehameha Exhibit Hall, Level One during the following times:

Tuesday, July 30	3:00 p.m. to 8:00 p.m
Wednesday, July 31	7:00 a.m. to 3:00 p.m.
Thursday, August 1	7:30 a.m. to 2:00 p.m.
Friday, August 2	8:00 a.m. to 2:00 p.m.
Saturday, August 3	8:00 a.m. to 2:00 p.m.
Sunday, August 4	8:00 a.m. to 2:00 p.m.

We look forward to seeing you in Honolulu!

**Advertise Here!**

Click here for details...



Form **W-9**  
(Rev. January 2011)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Kyo-ya Hotels &amp; Resorts, LP</b>	
	Business name/disregarded entity name, if different from above <b>dba Sheraton Waikiki; Sheraton Princess Kalulani; The Royal Hawaiian; Moana Surfrider; Sheraton Maui</b>	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>P. O. Box 8559</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Honolulu, Hawaii 96830</b>		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																							
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; text-align: center;"> <tr><td colspan="9">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td></tr> <tr><td colspan="9">Employer identification number</td></tr> <tr><td>2</td><td>0</td><td>-</td><td>1</td><td>9</td><td>2</td><td>8</td><td>1</td><td>9</td><td>6</td></tr> </table>	Social security number												-				-			Employer identification number									2	0	-	1	9	2	8	1	9	6
Social security number																																							
			-				-																																
Employer identification number																																							
2	0	-	1	9	2	8	1	9	6																														

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT**  
**TRAINING REQUEST FORM**  
 PLEASE COMPLETE FORM PRIOR TO ENTERING A SAP TRAVEL REQUEST

EMPLOYEE NAME (Please Print): Erin Foley

TITLE OF TRAINING CONFERENCE / SEMINAR / WORKSHOP: (Brochure attached)

American Psychological Association Annual Convention

DATE (S): 7/30/13-8/5/13 LOCATION: Honolulu, Hawaii

COST: Total: \$ 5891.40 Attach All Supporting Documentation.  
 Allow four (4) weeks for travel coordinator processing or you may incur out-of-pocket expenses up-front, which are reimbursable with proper documentation.

Registration: \$ <u>275.00</u>	Mileage: \$ <u>0</u>
Lodging: \$ <u>1,709.40</u>	Meals: \$ <u>707.00</u>
Airfare: \$ <u>2,600.00</u>	Misc: \$ _____

**HOW THIS TRAINING DIRECTLY RELATES TO MY POSITION:**

\* The APA Annual Convention provides continuing education in all fields and offers workshops on working with adolescents and families, forensic psychology, providing clinical supervision to others, and work with culturally diverse populations.

EMPLOYEE ACKNOWLEDGEMENT: I understand that I will be held accountable for the information obtained as a result of this training, and that I may be asked to present such information to co-workers for in-house inservice training. I will represent Travis County Juvenile Probation Department in a professional manner at all times.

\* [Signature] 1/20/13  
 Employee Signature Date

**REVIEWER & APPROVED BY:**  
**APPROVAL ROUTING**

<b>Supervisor (Recommendation)</b> Approved: _____ Denied: _____ Date: _____ Signature: _____
<b>Division Director</b> Approved: _____ Denied: _____ Date: _____ Signature: _____
<b>Deputy Chief</b> Approved: _____ Denied: _____ Date: _____ Signature: _____
<b>Chief Juvenile Probation Officer – (For travel &gt; \$500)</b> Approved: _____ Denied: _____ Date: _____ Signature: _____
<b>Traveler:</b> Submit approved "Training Request Form" and all supporting documentation to your Travel Coordinator.



## Michael Williams

---

**From:** Michael Williams  
**Sent:** Tuesday, May 07, 2013 10:07 AM  
**To:** Darryl Beatty  
**Cc:** Erin Foley  
**Subject:** APA travel for Dr. Foley  
**Attachments:** Commissioners Court Blank Agenda Hogg travel Request Form APA 2013v2.doc; APA Chief Memo.doc; Travel Cost Summary A Foleyv2.doc; Foley APA travel encumbrance.pdf

**Importance:** High

Darryl, since the APA convention is in Hawaii, we need to have Commissioner Court's approval. Travel is for July 30, 2013 through August 5, 2013.

Please review and approve and I will submit to the Chief for approval. We are working to place on the Court's agenda On May 21<sup>st</sup>.

Michael N. Williams  
Accountant Lead  
Juvenile Probation  
512-854-7011  
512-854-7097 fax

## Michael Williams

---

**From:** Darryl Beatty  
**Sent:** Tuesday, May 07, 2013 1:56 PM  
**To:** Michael Williams  
**Subject:** RE: APA travel for Dr. Foley

Approved

---

**From:** Michael Williams  
**Sent:** Tuesday, May 07, 2013 10:07 AM  
**To:** Darryl Beatty  
**Cc:** Erin Foley  
**Subject:** APA travel for Dr. Foley  
**Importance:** High

Darryl, since the APA convention is in Hawaii, we need to have Commissioner Court's approval. Travel is for July 30, 2013 through August 5, 2013.

Please review and approve and I will submit to the Chief for approval. We are working to place on the Court's agenda On May 21<sup>st</sup>.

Michael N. Williams  
Accountant Lead  
Juvenile Probation  
512-854-7011  
512-854-7097 fax



## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

**Prepared By/Phone Number:** Loretta Farb/854-9230

**Elected/Appointed Official/Dept. Head:** Commissioner Sarah Eckhardt

**Commissioners Court Sponsor:** Commissioner Sarah Eckhardt

**AGENDA LANGUAGE:** Consider and take appropriate action on the appointment of James Kenneth Bailey to the Dispute Resolution Center Board to serve immediately through May 2016.

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

Application, resume and non-conflict affidavit attached.

**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 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.



# Application for Appointment

Board/Commission:

Name (Last, First, Middle): <i>Bailey James Kenneth</i>	
Home Address (Street, City, Zip):	Home Phone:
Mailing Address (Street, City, Zip): <i>Austin, Tx</i>	Cell Phone:
Employer: <i>ACC Fire Training Academy</i>	Email:
Occupation: <i>Adjunct Associate Professor</i>	FAX Number:

Are you a Travis County Resident?

Yes       No

What Precinct do you live in?

Precinct 1     Precinct 2  
 Precinct 3     Precinct 4

How much time can you devote each month?

5-8 hours     13-16 hours  
 9-12 hours     More than 16 hours

**Skills and Experience:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Advertising               | <input type="checkbox"/> Finance/ Budget            | <input type="checkbox"/> Marketing                  |
| <input type="checkbox"/> Administration Management | <input type="checkbox"/> Fund Raising               | <input checked="" type="checkbox"/> Operations      |
| <input type="checkbox"/> Child Care                | <input checked="" type="checkbox"/> Government      | <input type="checkbox"/> Public Relations           |
| <input checked="" type="checkbox"/> Consulting     | <input type="checkbox"/> Health Care                | <input checked="" type="checkbox"/> Public Safety   |
| <input type="checkbox"/> Education                 | <input checked="" type="checkbox"/> Human Resources | <input checked="" type="checkbox"/> Public Speaking |
| <input type="checkbox"/> Event Planning            | <input type="checkbox"/> Legal                      | <input type="checkbox"/> Sales                      |
|  |   | <input type="checkbox"/> Writing/ Communication     |

Other: \_\_\_\_\_

---





## Application for Appointment

Please describe your interest in serving on the Board/Commission and any qualifications, areas of expertise or special interests that relate to your possible appointment. Please specify any other board appointments (past or present) and length of service, if applicable.

*DRC*

Please submit your resume with this application, with references and contact information.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: \_\_\_\_\_

*Kurtz*

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

*5-15-13*



- Increased line of duty death benefits for public safety officers.
- Ongoing legislative experience concerning charitable and non-profit organizations, city government, retirement systems and other related topics.
- Political action including research, local, state, and national campaign activities; grass roots organization; campaign planning and strategy.
- Maintained compliance with Texas Ethics Commission rules and regulations concerning disclosure, lobby, and PAC activity.
- Served as liaison with the State Fire Marshal's Office and HIOSH on all line of duty fire fighters deaths.
- Negotiated employment contracts with cities and fire fighters.
- Certified mediation training.

**1970 – 1992 Fire Captain/Paramedic Dallas Fire Department Dallas, Texas**

- Controlled and extinguished fires, protecting life and property.
- Treated victims of medical, trauma, childbirth, and all other emergencies to provide public safety.
- Positioned and climbed ladders to gain access to upper levels of buildings and to assist individuals from burning structures.
- Inspected buildings for fire hazards and compliance with fire prevention ordinances.
- Developed and implemented Dallas Fire Department High Angle Rescue Team to provide rescue to trapped individuals.
- Promoted to Lieutenant with direct supervision over a fire company.
- Promoted to Captain with direct supervision over a fire station.
- Certifications: Master Fire Fighter, High Angle Rescue Instructor, Swift Water Tech, Trench Rescue Tech, and Fire Instructor II.

**MILITARY**

**United States Marine Corps Honorable Discharge Oceanside, California**

- Worked in S-1, Administration, of Battalion Headquarters of the 3<sup>rd</sup> Battalion, 7<sup>th</sup> Marines, 1<sup>st</sup> Marine Division, Camp Pendleton Marine Corps Base.
- Received Meritorious Promotions to Private First Class, E-2, and Lance Corporal, E-3.
- Promoted to the rank of Corporal, E-4, a non-commissioned officer.
- Qualified Expert Marksman with the M-16 and .45 automatic pistol.

**EDUCATION**

<b>Bachelor's Degree</b>	<b>Dallas Baptist College</b>	<b>Dallas, Texas</b>
<b>Harvard Trade Union Program</b>	<b>Harvard University</b>	<b>Cambridge, Mass</b>
<b>Texas Loan Officer License</b>		<b>Austin, Texas</b>
<b>Texas Alternative Dispute Resolution Mediation Training</b>		<b>Austin, Texas</b>

**NON-CONFLICT OF INTEREST AFFIDAVIT**

DEFINITION:

“No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.”

Know All Men by These Present

James Kenneth Bailey has read and understands the definition shown above as it relates to any possible conflict of interest.

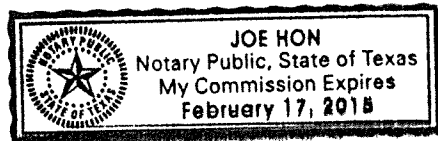
The undersigned makes this affidavit as specified to clearly state that his/her appointment to Dispute Resolution Center Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this the 15 day of May 2013.

*James Kenneth Bailey*  
Signature of Appointee

5-15-13  
Date

Personally appeared before the undersigned, JAMES KENNETH BAILEY, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 15<sup>th</sup> day of MAY 2013.



(seal)

*Joe Hon*  
Notary Public In and for The State of Texas

# Item 31



## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 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 FROM AUSTIN HINDU TEMPLE AND COMMUNITY CENTER AT 9301 DECKER LAKE ROAD TO USE EXPOSITION CENTER PARKING LOT AT A DISCOUNTED FEE OR NO FEE ON SATURDAY AND SUNDAY, JUNE 1 AND 2, 2013 FOR OVERFLOW PARKING DURING CULTURAL PROGRAMS AND FESTIVITIES.

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

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**



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

**Meeting Date:** May 21, 2013

**Prepared By/Phone Number:** Sara Boltin, 854-9840

**Elected/Appointed Official/Dept. Head:** David A. Escamilla

**Commissioners Court Sponsor:** Hon. Samuel T. Biscoe

**AGENDA LANGUAGE:**

Receive briefing from County Attorney and authorize County Attorney to accept, reject or counter settlement offer and/or take appropriate action in Jason Jacobs claim, (Executive Session also, pursuant to TEX. GOVT. CODE ANN., Sections 551.071(1)(A) and 551.071(1)(B)).

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

N/A

**STAFF RECOMMENDATIONS:**

N/A

**ISSUES AND OPPORTUNITIES:**

N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**REQUIRED AUTHORIZATIONS:**

Anthony J. Nelson, County Attorney, 854-4801

Andrew M. Williams, County Attorney, 854-9472

Bill Paterson, Risk Management, 854-9650



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

**Prepared By/Phone Number:** Adriana Ramos, 854-3110

**Elected/Appointed Official/Dept. Head:** David A. Escamilla

**Commissioners Court Sponsor:** Hon. Samuel T. Biscoe

**AGENDA LANGUAGE:**

Consultation with County Attorney, appoint Commissioners Court representative for mediation and/or take appropriate action in Cause No. Cause No. D-1-GN-11-003618; Maria C. Arriola Galvan v. Travis County; In the 250th Judicial District Court of Travis County, Texas. Executive Session pursuant to TEX. GOV. CODE §551.071(1)(A), §551.071(1)(B), and §551.074

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

N/A

**STAFF RECOMMENDATIONS:**

N/A

**ISSUES AND OPPORTUNITIES:**

N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**REQUIRED AUTHORIZATIONS:**

Leslie W. Dippel, County Attorney, 854-9841

Laurie R. Eiserloh, County Attorney, 854-9472

Roger El Koury, Facilities Management, 854-4579

Bill Paterson, Risk Management, 854-9650

**Item 34****Travis County Commissioners Court Agenda Request****Meeting Date:** May 21, 2013 Executive Session**Prepared By:** Melinda Mallia **Phone #:** 854-4460**Division Director/Manager:** Jon White, Division Director, NREQ**Department Head:** Steven M. Manilla, P.E., County Executive-TNR**Sponsoring Court Member:** Commissioner Eckhardt, Precinct Two

**AGENDA LANGUAGE:** Consider and take appropriate action on an offer to donate a conservation easement to Travis County over approximately 10.103 acres of land in Precinct Two in connection with the Balcones Canyonlands Conservation Plan.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072)

**BACKGROUND/SUMMARY OF REQUEST:****STAFF RECOMMENDATIONS:****ISSUES AND OPPORTUNITIES:****FISCAL IMPACT AND SOURCE OF FUNDING:****ATTACHMENTS/EXHIBITS:****REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	Division Manager	TNR-NREQ	854-7212

**CC:**

Chris Gilmore	Asst County Attorney	CA	854-7513




⋮  
⋮  
**0901 - BCP-**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 21, 2013

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

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

AB

A handwritten signature in black ink, appearing to read "Anna Bowlin", written over the printed name.

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

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

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, June 11, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate a two five foot wide public utility easements located along the common lot line of Lots 850 and 851 of Apache Shores, First Installment – Precinct Three.

**BACKGROUND/SUMMARY OF REQUEST:**

TNR staff has received a request to authorize the filing of an instrument to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 850 and 851 of Apache Shores, First Installment. The easements are dedicated per plat note. The subject lots front on a section of Red Feather Trail that is not maintained by Travis County.

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

**STAFF RECOMMENDATIONS:**

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

**ISSUES AND OPPORTUNITIES:**

According to the request letter the purpose of this request is to allow for a future homesite. Vacating the subject easements will allow the property owner to move forward with the plans without potentially encroaching on said easements with the future house and septic system.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Order of Vacation
- Field Notes
- Request Letter
- Utility Statements
- Maps

**REQUIRED AUTHORIZATIONS:**

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

**CC:**

Stacey Scheffel	Program Manager	TNR - Permits	854-7565

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Apache Shores, First Installment**

**ORDER OF VACATION**

**STATE OF TEXAS                    §**

**COUNTY OF TRAVIS §**

WHEREAS, the property owner requests the vacation of two five foot wide public utility easements located along the common lot line of Lots 850 and 851 of Apache Shores, First Installment as recorded at Volume 43, Page 29 of the Real Property Records of Travis County, Texas;

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

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

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on June 11, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide public utility easements located along the common lot line of Lots 850 and 851 of Apache Shores, First Installment, as shown and described in the attached field notes and sketch, are hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

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

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

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

\_\_\_\_\_  
COMMISSIONER GERALD DAUGHERTY  
PRECINCT THREE

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

EXHIBIT " \_\_\_\_\_ "

**1,507 SQUARE FOOT  
PARTIAL RELEASE OF  
PUBLIC UTILITY EASEMENT**

**EXHIBIT "A"**

**BEING 1,507 SQUARE FEET OF LAND, BEING A PORTION OF THOSE CERTAIN 5 FOOT PUBLIC UTILITY EASEMENTS, OUT OF LOTS 850 AND 851, APACHE SHORES, FIRST INSTALLMENT, A SUBDIVISION RECORDED IN VOLUME 43, PAGE 29, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN GREGG FRIEDMAN TRACTS RECORDED IN DOCUMENT NUMBER 2005108886 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THOSE CERTAIN 5 FOOT PUBLIC UTILITY EASEMENTS RECORDED IN VOLUME 3554, PAGE 200, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 1,507 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING a calculated point in the common line of said Lots 850 and 851, in the south line of a 10 foot public utility easement, being in a curve to the left having a radius of 60 feet, for a point in the northerly line hereof, from which an iron rod found in the southerly right-of-way line of Red Feather Trail, being the common northerly corner of said Lots 850 and 851 bears, North 22 degrees 50 minutes 17 seconds East, 10.91 feet;

THENCE through said Lot 851, along said curve to the left whose chord bears, North 88 degrees 49 minutes 01 seconds East, 5.47 feet to a point in said line, being in the easterly line of said public utility easement, (from herein called easement), for the northeast corner hereof;

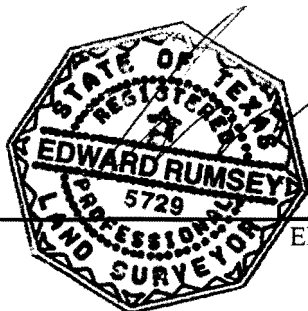
THENCE South 22 degrees 50 minutes 17 seconds West, continuing through said Lot 851, along the easterly line of said easement, 154.05 feet to a point in said line, for the southeast corner hereof;

THENCE continuing through said Lot 851, through said easement, North 51 degrees 17 minutes 13 seconds West, 4.00 feet to a point and North 56 degrees 27 minutes 00 seconds West, 1.17 feet to a point in the common line of said Lots 850 and 851, for an angle corner in the southerly line hereof, from which the common southerly corner of said Lots 850 and 851 bears, South 22 degrees 50 minutes 17 seconds West, 5.09 feet;

THENCE North 56 degrees 27 minutes 00 seconds West, through said Lot 850 and said easement, 5.09 feet to a point in the westerly line of said easement, for the southwest corner hereof;

THENCE North 22 degrees 50 minutes 17 seconds EAST, continuing through said Lot 850, along the westerly line of said easement, 147.86 feet to a point in said line, the southerly line of said 10 foot easement, being in a curve to the left having a radius of 60 feet;

THENCE continuing through said Lot 850, through said easement, along said curve to the left whose chord bears North 88 degrees 49 minutes 01 seconds East, 5.47 feet to the POINT OF BEGINNING.



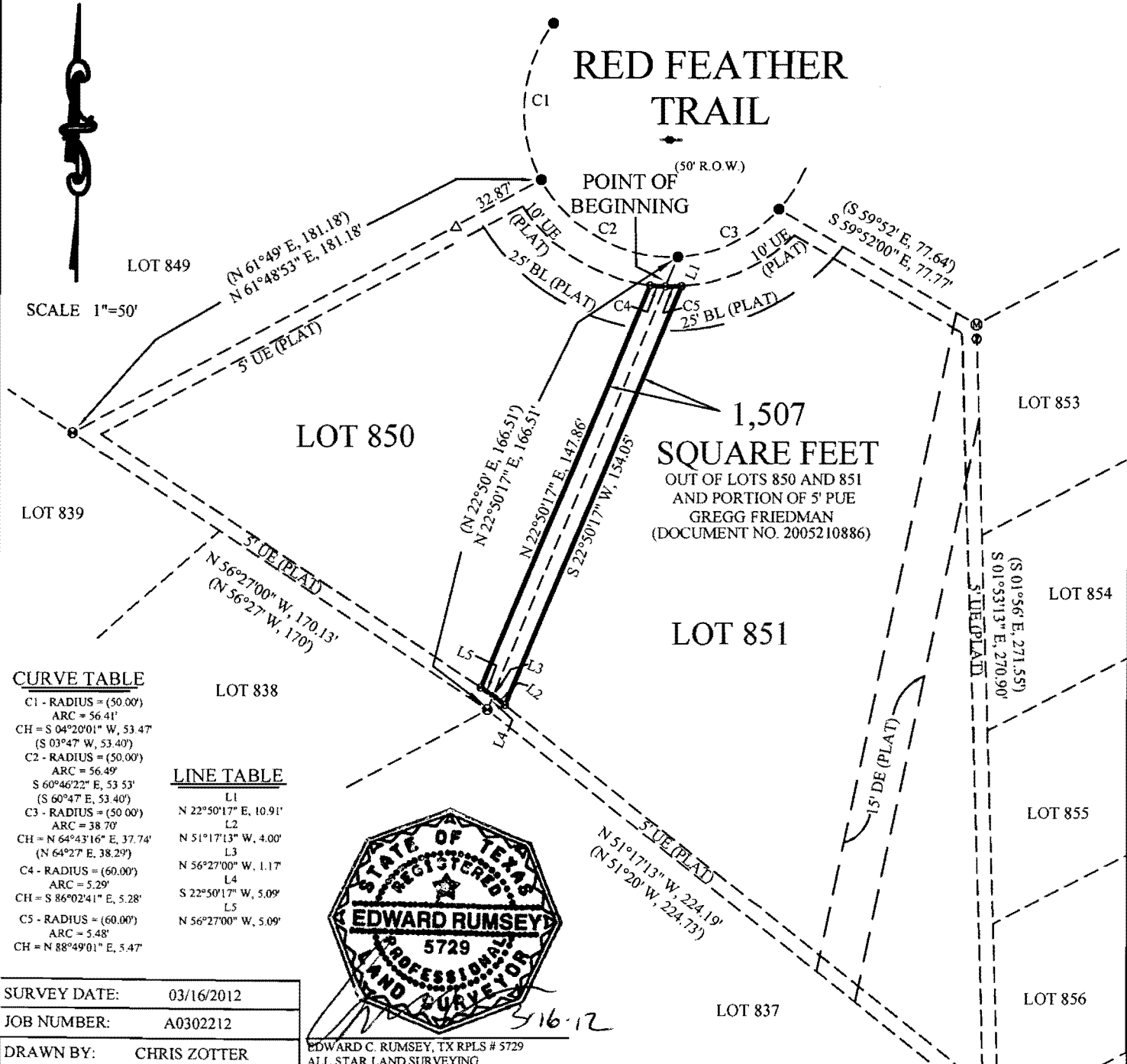
DATE 03-16-2012

EDWARD C. RUMSEY, TX. RPLS #5729  
ALL STAR LAND SURVEYING  
9020 ANDERSON MILL ROAD  
AUSTIN, TEXAS 78729  
JOB # A0302212  
TCAD PROP ID# 149524  
AUSTIN GRID-Z-32  
PAGE 1 OF 2

# PARTIAL RELEASE OF PUBLIC UTILITY EASEMENT



SCALE 1"=50'

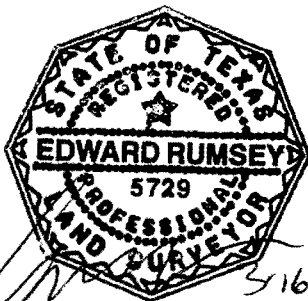


**CURVE TABLE**

C1 - RADIUS = (50.00')	ARC = 56.41'
CH = S 04°20'01" W, 53.47'	(S 03°47' W, 53.40')
C2 - RADIUS = (50.00')	ARC = 56.49'
S 60°46'22" E, 53.53'	(S 60°47' E, 53.40')
C3 - RADIUS = (50.00')	ARC = 38.70'
CH = N 64°43'16" E, 37.74'	(N 64°27' E, 38.29')
C4 - RADIUS = (60.00')	ARC = 5.29'
CH = S 86°02'41" E, 5.28'	
C5 - RADIUS = (60.00')	ARC = 5.48'
CH = N 88°49'01" E, 5.47'	

**LINE TABLE**

L1	N 22°50'17" E, 10.91'
L2	N 51°17'13" W, 4.00'
L3	N 56°27'00" W, 1.17'
L4	S 22°50'17" W, 5.09'
L5	N 56°27'00" W, 5.09'



EDWARD C. RUMSEY, TX RPLS # 5729  
ALL STAR LAND SURVEYING

SURVEY DATE:	03/16/2012
JOB NUMBER:	A0302212
DRAWN BY:	CHRIS ZOTTER
RPLS CHECK:	EDWARD RUMSEY



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

**LEGAL DESCRIPTION:**  
BEING 1,507 SQUARE FEET OF LAND, BEING A PORTION OF THOSE CERTAIN 5 FOOT PUBLIC UTILITY EASEMENTS, OUT OF LOTS 850 AND 851, APACHE SHORES, FIRST INSTALLMENT, A SUBDIVISION RECORDED IN VOLUME 43, PAGE 29, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN GREG FRIEDMAN TRACTS RECORDED IN DOCUMENT NUMBER 2005108886 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THOSE CERTAIN 5 FOOT PUBLIC UTILITY EASEMENTS RECORDED IN VOLUME 3554, PAGE 200, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 1,507 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

**LEGEND**

	CALCULATED POINT
	MAG NAIL FOUND
	60D NAIL SET
	12" ROD FOUND
	PAINT MARK SET ON PROPERTY LINE
	BL BUILDING LINE
	UE UTILITY ESMT
	DE DRAINAGE ESMT
	( ) RECORD INFORMATION

April 17, 2013

Re: Lots 850 + 851, Section 2, Apache Shores

14328 + 14329 Red Feather Trail, Austin, TX 78734

Hello,

I am requesting a partial release of public utility easement between the lots, so that I may have a septic system installed when I build my home. The septic drain field and system will require parts of both lots, thus crossing over the utility easement between them. I haven't applied for a building permit yet. Thanks,

Gregg Friedman

cell 512-786-1051

mailing address: 4701 Monterey Oaks Blvd., #1232, Austin, TX 78749



**SOUTHWESTERN BELL TELEPHONE COMPANY**

**PARTIAL RELEASE OF EASEMENT**

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

Lot 850 and 851, Apache Shores, Section 2, Deed of record in Document 2005210886, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

*Easements recorded in Volume 48, Page 58, Plat Records of Travis County, Texas,*

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

*1,507 square feet of land, being a portion of that certain 5 foot PUE along either side of the common property lines of said Lots 850 and 851, described above.*

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 3<sup>rd</sup> day of APRIL, 2012.

SOUTHWESTERN BELL TELEPHONE COMPANY

*Mark Serda*

Name : MARK SERDA

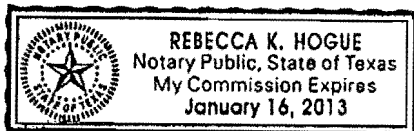
Title: MGR. ENGINEERING DESIGN

THE STATE OF TEXAS  
COUNTY OF TRAVIS

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

Given under my hand and seal of office this the 3<sup>rd</sup> day of APRIL, 2012.

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







STATE OF TEXAS  
COUNTY OF TRAVIS

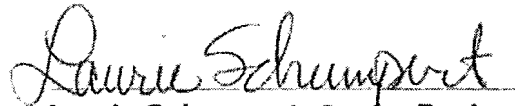
**RELEASE OF EASEMENT**

**WHEREAS, the plat of Lots 850 and 851, Section 2, Apache Shores, Austin, Texas, a subdivision in the County of Travis, of record in Volume 43, Page 29, of the Plat Records of Travis County, Texas, and said plat record reflects a five foot public utility easement along either side of the common lot lines of said subdivision for the installation of public utilities and drainage; AND**

**WHEREAS, all utilities are in place within other dedicated easements on said lots and no further need exists for the above easements as reflected on said plat:**

**NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, in the above addressed lots in said subdivision.**

**EXECUTED this** 23 **day of** March **, 2012.**

  
**Laurie Schumpert, Senior Designer  
Time Warner Cable**

**BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.**

**GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE** 23 **day of**  
March **, 2012.**

  
**Notary Public, State of Texas**

**My commission expires:** September 22, 2012





**TRANSPORTATION AND NATURAL RESOURCES**

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

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

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 14328 + 14329 Red Feather Trail (address) and/or 78734 Lot 850 + 851 Apache Shores (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested. Sec. 2

**STATEMENT**

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

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

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

Deborah S. Gernes  
Signature  
Deborah S. Gernes  
Printed Name  
General Manager  
Title  
TRAVIS COUNTY WCID 17  
Utility Company or District  
3/22/2012  
Date

Please return this completed form to:

GREGG FRIEDMAN  
Name  
4701 MONTEREY OAKS BLVD #1233  
Address  
AUSTIN TEXAS 78749  
City/State/Zip  
CELPH 786-1051



**TRANSPORTATION AND NATURAL RESOURCES**

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

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

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 14328 & 14329 Red Feather Trail (address) and/or Lots 850 & 851, Apache Shores, Section II (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

**STATEMENT**

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

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

  
\_\_\_\_\_  
Signature  
Sonny Poole

\_\_\_\_\_  
Printed Name  
Mgr. Public Involvement & Real Estate

\_\_\_\_\_  
Title  
Austin Energy Services

\_\_\_\_\_  
Utility Company or District  
March 27, 2012

\_\_\_\_\_  
Date

Please return this completed form to:

\_\_\_\_\_  
Gregg Friedman

\_\_\_\_\_  
Name  
4701 Monterey Oaks Blvd., #1233

\_\_\_\_\_  
Address  
Austin, TX 78749

\_\_\_\_\_  
City/State/Zip

cc: greggintexas@yahoo.com



**TRANSPORTATION AND NATURAL RESOURCES**

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

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

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 14328 + 14329 Red Feather Trail (address) and/or 78734 Lot 850+851 Apache Shores (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested. Sec. c

**STATEMENT**

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

Signature  
Chris Landgraf, PE  
 Printed Name  
Engineer III  
 Title  
Texas Gas Service  
 Utility Company or District  
3/27/2012  
 Date

Please return this completed form to:

\_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City/State/Zip

*Proposed Site Plan*

# PARTIAL RELEASE OF PUBLIC UTILITY EASEMENT

*2-story  
1400sf  
2 bedroom  
2.5 bath,  
20' x 40'*



SCALE 1"=50'

RED FEATHER TRAIL

POINT OF BEGINNING

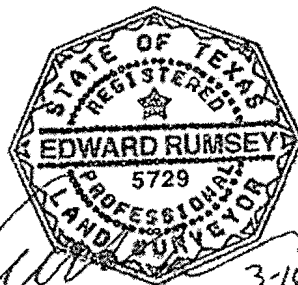
1,507  
SQUARE FEET  
OUT OF LOTS 850 AND 851  
AND PORTION OF 5' PUE  
GREGG FRIEDMAN  
(DOCUMENT NO. 2005210886)

**CURVE TABLE**

C1 - RADIUS = (30.00)	ARC = 34.41'
CH = S 04°39'01" W, 51.47'	(S 07°47' W, 53.40')
C2 - RADIUS = (50.00)	ARC = 56.49'
CH = S 60°46'22" E, 53.53'	(S 60°47' E, 53.40')
C3 - RADIUS = (50.00)	ARC = 38.70'
CH = N 64°43'16" E, 37.70'	(N 64°27' E, 38.29')
C4 - RADIUS = (60.00)	ARC = 3.29'
CH = S 86°02'41" E, 5.28'	
C5 - RADIUS = (60.00)	ARC = 3.48'
CH = N 88°49'01" E, 3.47'	

**LINE TABLE**

L1	N 22°50'17" E, 10.91'
L2	N 51°17'13" W, 4.60'
L3	N 56°27'00" W, 1.17'
L4	S 22°50'17" W, 3.09'
L5	N 56°27'00" W, 3.09'



EDWARD C. RUMSEY, TX RPLS # 5729  
ALL STAR LAND SURVEYING

**LEGAL DESCRIPTION:**

BEING 1,507 SQUARE FEET OF LAND, BEING A PORTION OF THOSE CERTAIN 5 FOOT PUBLIC UTILITY EASEMENTS, OUT OF LOTS 850 AND 851, APACHE SHORES, FIRST INSTALLMENT, A SUBDIVISION RECORDED IN VOLUME 43, PAGE 29, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN GREG FRIEDMAN TRACTS RECORDED IN DOCUMENT NUMBER 2005108886 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THOSE CERTAIN 5 FOOT PUBLIC UTILITY EASEMENTS RECORDED IN VOLUME 3554, PAGE 200, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 1,507 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

**LEGEND**

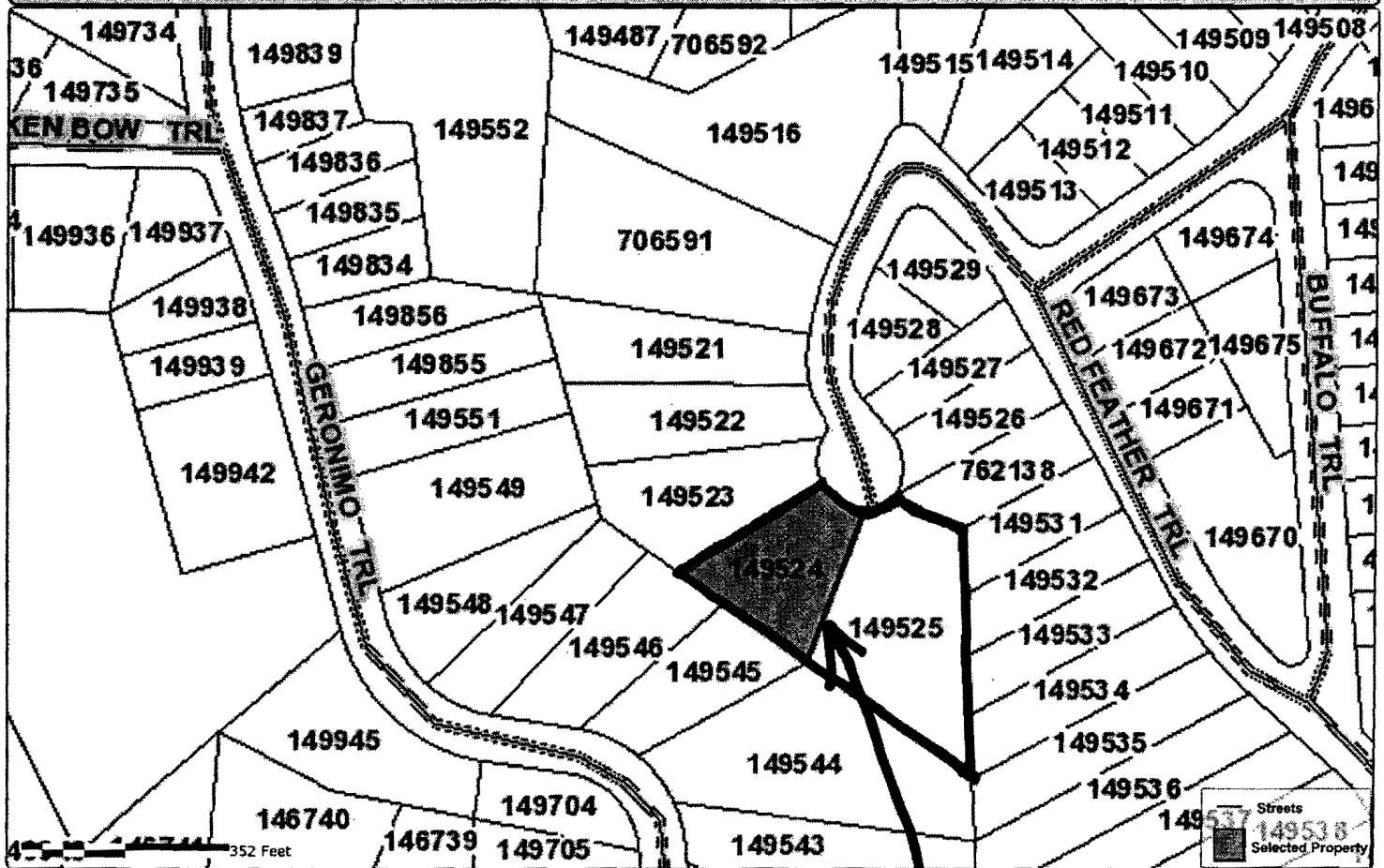
- CALCULATED POINT
- MAG NAIL FOUND
- 60D NAIL SET
- 1/2" ROD FOUND
- PAINT MARK SET ON PROPERTY LINE
- BL BUILDING LINE
- UE UTILITY EMT
- DE DRAINAGE EMT
- ( ) RECORD INFORMATION

SURVEY DATE:	03/16/2012
JOB NUMBER:	A0302212
DRAWN BY:	CHRIS ZOTTER
RPLS CHECK:	EDWARD RUMSEY

**ALLSTAR**  
Land surveying

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

### Travis CAD - Map of Property ID 149524 for Year 2013



### Property Details

#### Account

Property ID: 149524  
 Geo ID: 0147550150  
 Type: Real  
 Legal Description: LOT 850 APACHE SHORES SEC 2

#### Location

Situs Address: RED FEATHER TRL TX 78734  
 Neighborhood: APACHE SHORESS(Obsolete-MERGED INTO R4120)  
 Mapsco: 490R  
 Jurisdictions: 0A, 03, 07, 2J, 52

#### Owner

Owner Name: FRIEDMAN GREGG  
 Mailing Address: , APT 12, 4701 MONTEREY OAKS BLVD, AUSTIN, TX 78749-1073

#### Property

Appraised Value: \$23,000.00

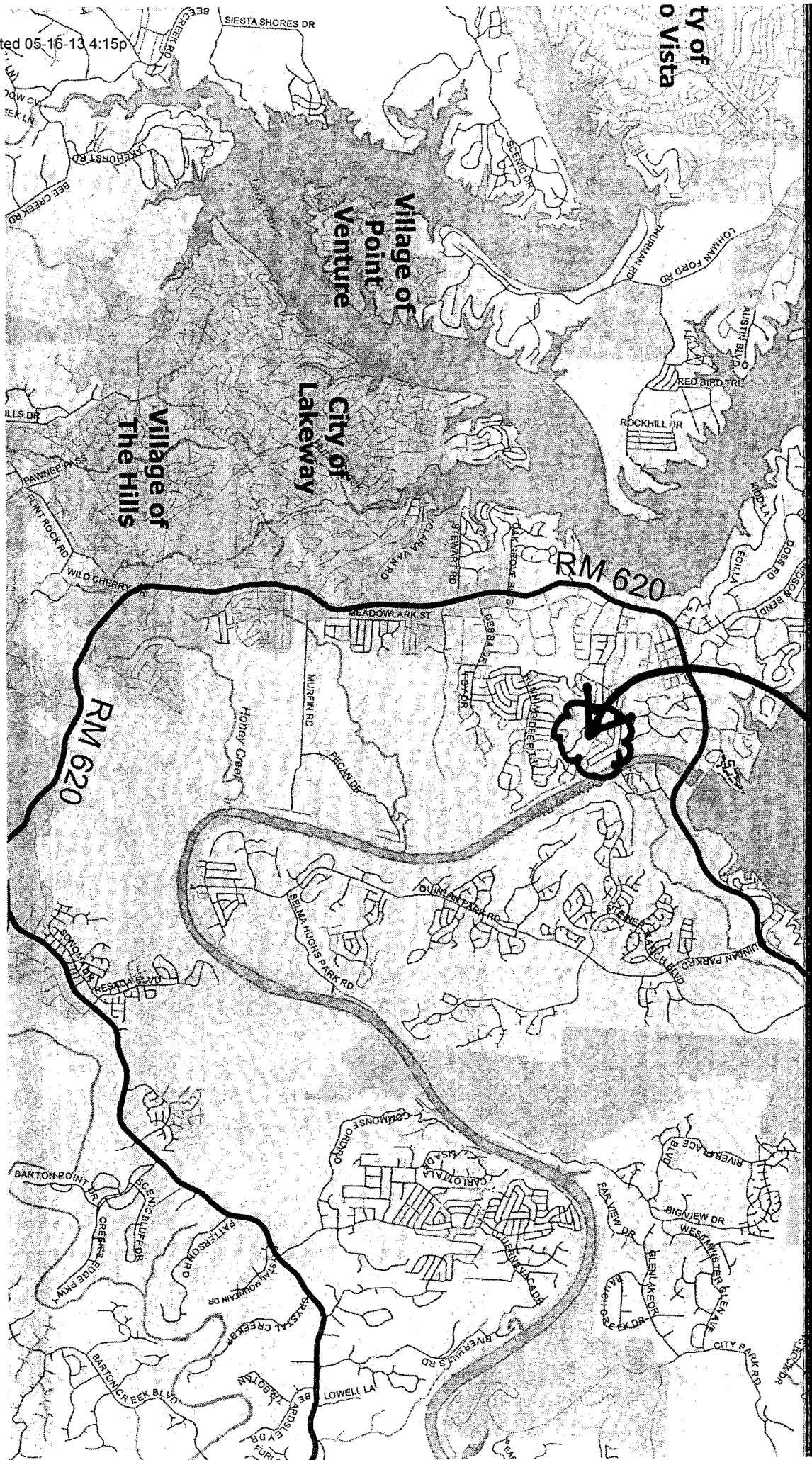
*Site*

<http://propaccess.traviscad.org/Map/View/Map/1/149524/2013>



Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

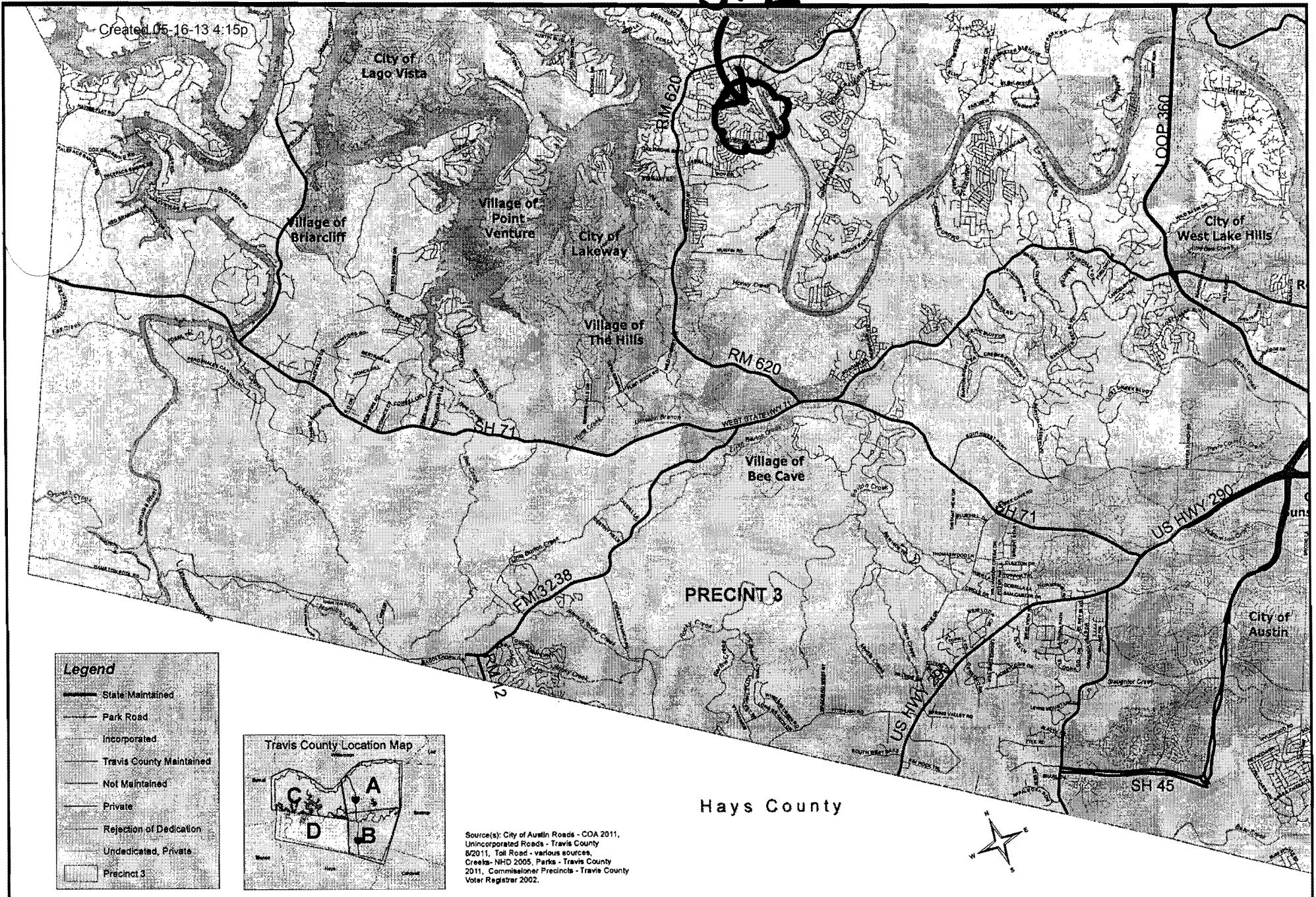
ty of  
o Vista



Site

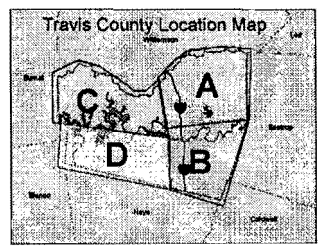
Site

Created 05-16-13 4:15p



**Legend**

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



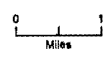
Source(s): City of Austin Roads - COA 2011,  
 Unincorporated Roads - Travis County  
 8/2011, Toll Road - various sources,  
 Credits - NHD 2005, Parks - Travis County  
 2011, Commissioner Precincts - Travis County  
 Voter Registrar 2002.

Hays County



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

# Travis County Roadways, Map D



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





**Travis County Commissioners Court Agenda Request  
Travis County Housing Finance Corporation**

**Meeting Date:** May 21, 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 registration fees of \$790.00 for two attendees to the Texas Housing Conference held in Austin, Texas July 22 through July 24, 2013 to be paid for by the Corporation.

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

Texas Affiliation of Affordable Housing Providers (TAAHP) is a non-profit 501(c)(6) trade association serving affordable housing industry providers. Their principal goal is to increase the supply and quality of affordable housing for Texans with limited incomes and special needs.

**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.

## TEXAS HOUSING CONFERENCE

JULY 22 - 24, 2013 • FOUR SEASONS • AUSTIN, TX

- [Home](#)
- [About](#)
- [Partner](#)
- [Exhibit](#)
- [Magazine](#)
- [Contact](#)

Site Navigation

# EDUCATION explore this year's conference

## Monday, July 22, 2013

### [Tax Credit Workshop @ 9:30 a.m.](#)

The Housing Tax Credit program is the nation's largest producer of affordable housing and one of the most complex financing programs to learn. Join us for this dynamic session and learn what a tax credit is, who purchases credits, what you can build under the program, and a profile of the people who will live in these multifamily communities.

The role of the allocating agency, the developer/builder, the lender, and the investor in a successful development will be discussed. In this session we will explore a typical tax credit transaction where you will walk through the reservation process and the placed-in-service date.

### [New Markets Tax Credits @ 9:30 a.m.](#)

The NMTC Program was created as part of the Community Renewal Tax Relief Act of 2000 to offer investors a federal tax credit for making qualified investments such as loans and capital investments in businesses and projects in underserved areas. By making an investment, the investor can receive a tax credit worth 39% of the initial investment, distributed over seven years. Join two NMTC experts for an in-depth look at these special credits and gain valuable insight into the program history and its evolution. Find out who the players are and what their roles are.

The panel will take you through the tax credit pool, the application process and the award process. They will present a working example and take a look at the timing and funding commitments necessary to get the deal done. If you have ever wanted to use NMTC's, don't miss this invaluable session on how to find llocations, the average size of the awards and who you need on your team to make it happen!

## Tuesday, July 23, 2013

### [The Current State of HUD/HAP Funding, NSP Funds, FHA-Insured Loans and the HUD Pilot Program](#)

As of March 15th, things on the HUD front are in limbo due to Sequester. The Development community is looking at the continued tapping of replacement reserves to cover HAP payments and as of today's date, there is a partial alleviation for the decrease in HAP money due to Sequester. Major changes could happen between now and the Texas Housing Conference so stay tuned. We invite you to join our team of HUD experts on Tuesday, July 23rd as they weigh in on what is happening with all HUD and FHA programs. Get the inside from a Washington insider along with a "Texas" HUD perspective as well as words of wisdom from a MAP lender and an accounting professional who can share their insights with our conference attendees.

### [EQUITY-Proprietary Placement vs. Multi-Fund: An Inside Look at what Investors Really Want](#)

Of late, Equity syndicators have been using CRA motivated single investor funds to provide competitive pricing. This has impacted the development community in many ways. Join our panel of Equity providers for a lively discussion on Proprietary Placement vs. Multi-Fund Placement and the impact that both scenarios have on underwriting and ultimately closing your transaction. Credit pricing and yield trends, market conditions, financial underwriting, new sources of investment and deal terms will also be discussed. You won't want to miss this session on Tuesday, July 23rd at 1:45pm with some of the leading tax credit equity providers in the nation!

### [Debt & Market Rate Workforce Housing Strategies](#)

Adequate housing is a challenge in a lot of communities given pent up demand. Given this demand, communities are welcoming workforce housing, but without the use of tax credits, what are the other options for financing? With the economies around housing becoming more favorable, financing is available, but under what criteria? This panel discussion will be focused on sources of funding, pricing, underwriting requirements, guarantees and equity.

### [BONDS](#)

Join industry experts as they discuss the Bond market's current status and gain valuable insight into why Developers and HFA's are increasing their use of tax-exempt bonds. Not only will you receive the latest news from the municipal bond market – our speakers will examine the increasing use of tax-exempt bonds and the Credit to revitalize Year 15, HUD and market-rate conversion properties. Hear firsthand what investor demand is for tax exempt bonds. Our panel members will also discuss the current political climate and share recommendations on how you can secure bond financing in a tough market.

### [A Candid look at the Demographic Profile in Texas and High Opportunity Areas](#)

The 2013 QAP included a number of changes that were largely dictated by the judgment in the ICP vs TDHCA case. These changes have impacted the entire state encouraging the location of tax credit developments in high opportunity areas. Some argue that deconcentrating poverty and encouraging development in higher income areas is in the best interest of working families, others argue that these rules redirect limited resources away from areas that are in need of revitalization and actually displace

families. Join us for a candid discussion regarding the pros and cons of these new policies.

### Public/Private Partnerships - PHAs, PFCs, and HFCs

Join an informational session about the future of development with PHA's and their affiliate PFC's and HFCs through the Rental Assistance Demonstration Program or RAD. This session will examine the potential opportunities that Private/Public partners have to utilize all of the existing Public Housing Mixed-Financed strategies, including RAD conversions of existing public housing operating and capital dollars to Section 8 project-based assistance.

### RAD

HUD's Rental Assistance Demonstration (RAD) Program presents a unique opportunity for owners of projects assisted under the Rent Supplement, RAP and Section 8 Mod Rehab programs to convert their properties to Section 8 project-based assistance. This long-term project-based Section 8 assistance can in turn be utilized to secure financing for an acquisition/rehabilitation of these properties. Hear from practitioners who have successfully converted properties and closed on refinancings under this exciting new program.

### Affordable Green Designs for Multi-Family Housing - Under Construction

Under Construction

### Effective Asset Management from an Owner's Point of View

This interactive session will explore new and time-tested strategies for effective asset management of your LIHTC properties. Join these industry leaders as they discuss new approaches to management and compliance to include several key asset management functions. Topics will include the compliance period, monitoring of lease-up, performing site inspections, tenant file reviews, tracking cash flow trends, correcting non-compliance and evaluating your property management company and their key managers. Panel members will cover the best practices for data collection and reporting. Some seasoned Developers say that the only way to make money from a credit deal after you walk away from the closing table is effective 'owner' asset management!

### Underwriting at Final Cost Certification

What happens if a Developer is over-sourced? With low-interest rates and high equity pricing, many projects are finding out the equity gap method is limiting their credit allocation, rather than the eligible basis method. Should a Developer or Owner spend more money? Hear from industry experts on the options available to complete your project when you are faced with this scenario.

### New Capitalization Rules

Get the facts on how the new Capitalization rules affect your projections and learn what the audit complexities are when you apply these new rules. The million dollar question is if these rules be extended again? Topics will also include the use of cost segregation studies and the capitalization of the acquisition. Join us and receive detailed information from experts on these critical rules.

### Critical Issues in the Compliance Arena

Are you planning to take credits in the first year? Do you or have you ever had capital account problems? Have you considered disposing of a building prior to the end of the compliance period? Do you currently have out of service units? Have you considered an Acquisition/Rehab? Common issues with common areas will also be discussed along with the challenges an owner/manager might face from a compliance point of view. Join the conversation as housing credit practitioners delve into these tough topics and give you straight answers! Bring your toughest questions to this session and confer with our speakers and attendees on the best way to handle each of these critical issues.

### Resident Services & Amenities - The New Necessity

Resident services and amenities are an important part of tax credit developments. Competition has been fierce the past few years, especially in the urban areas. Join the conversation as panel members discuss a wide array of resident services available today along with the technical rules related to their service provisions. Topics will include the cost/benefit analysis, funding sources and innovative service provision models. Enhanced resident services will not only garner you points on your application but they can also help you compete effectively in the rental market. The panel will also discuss common issues with common areas and the challenges that Developer and Managers are faced with on a daily basis from a compliance point of view. You will not want to miss this information packed session on ways to help your community thrive!

### Years 10 to 15 and Beyond

All of the deals that were done in the first five years of the LIHTC program are up for renewal or disposition and we all know that disposition is a hot topic these days. This session will cover a variety of topics to include what long term owners can do to realize the asset's full potential and still remain competitive. Many things may have changed since your project was placed in service. This panel will take a look at your partnership documents including the partnership agreement and purchase option/right of first refusal agreements, the loan documents and the governing documents required by HUD as well as the LIHTC documents to include the extended use agreement required under Section 42(h)(6) of the Internal Revenue Code (IRC). Exit strategies will be discussed and each of those strategies has tax consequences. Find out what your potential tax consequences at Year 15 could be to include exit taxes and transfer taxes. If you have a LIHTC community that is 10+ years old, you will not want to miss this session as our speakers look at preservation priorities for aging portfolios.

### Legal Issues - ICP...One Year Later!

Now that the remedial plan for the ICP case has been implemented in the QAP for competitive application round, what are the next steps in the case? What other national or local case law might affect our industry? Are there changes in national or state law that you should know about? Come hear our panelists of legal experts with the latest information that is critical to your business.

### Multi-Family Market Forecast with Dr. Murdock - Under Construction

Under Construction

### Social Media - Under Construction

Under Construction

### Fifty Shades of Green

The latest advances in affordable green building and sustainable development will be discussed during this session with an introductory look at energy efficiency practices to include renewable energy, solar energy, water quality and wind. Our panel will briefly review the Leadership in Energy and Environmental Design (LEED) program that was established by the U.S. Green Building Council. The National Association of Home Builders (NAHB) and the International Code Council (ICC) partnered together to establish a nationally recognizable standard definition of green building as well which resulted in the ICC National Green Building Standard also known as International Code 700. Join us to learn how you can implement practical and measurable green building designs during construction, operations and maintenance of your buildings. Find out how you can increase your return on investment (ROI), decrease your operation costs and increase the value of your buildings.

## HFC Item 2



### Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation

**Meeting Date:** May 21, 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 resolution authorizing sale of mortgage-backed securities and redemption of the Corporation's Single Family Mortgage Revenue Refunding Bonds (GNMA Mortgage-Backed Securities Program) Series 1999A.

**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.



**NAMAN HOWELL  
SMITH & LEE<sup>PLLC</sup>**  
ATTORNEYS AT LAW

*MEMORANDUM*  
*from*  
**William C. Blount**

(512) 479-0300  
Fax (512) 474-1901  
*E-mail: blount@namanhowell.com*

**TO:** Board of Directors of Travis County Housing Finance Corporation

**DATE:** May 14, 2013

**RE:** Transaction involving Corporation's Single Family Mortgage Revenue Bonds, Series 1999A (the "Bonds")

**Agenda Date:** May 21, 2013

Mark O'Brien of Raymond James (RJ) has presented a potential opportunity to the Corporation related to the outstanding Bonds. Andrea Shields, Karen Thigpen, Ladd Pattillo and I have discussed this proposal with Mark O'Brien and others at RJ and we believe the timing is right to determine if this is an opportunity that is of interest to the Board.

As you may recall, the Bonds are collateralized by single family mortgage loans pooled into GNMA certificates. The proposed transaction would be similar to several other transactions the Corporation has taken advantage of in past years in that it would involve selling those GNMA certificates and redeeming the Bonds with the proceeds from that sale. Any amounts left after the redemption and payment of expenses would be retained by the Corporation. After transaction costs, it is estimated that the Corporation would receive approximately \$180,000 - \$200,000.

The Corporation would give up future ongoing issuer fees and a small residual on the Bonds, the present value of which has been calculated by RJ to be approximately \$170,000. However, it is projected that such amount will not be fully realized until 2020. The redemption would not affect the homeowners who purchased homes through the program.

Please give me a call if you have any questions regarding this matter before Tuesday.

cc: Andrea Shields  
Karen Thigpen  
Ladd Pattillo  
Mark O'Brien



**Travis County HFC - Series 1999A SFMRBs**  
**Summary as of May 14, 2013**

<b>Series 1999A</b>			
Mortgage-Backed Securities (MBS - GNMA's)			\$975,993.79
Accrued Interest	5.90%		-
Estimated MBS Sale Price*	<b>108.00%</b>		78,079.50
May Principal & Interest			8,840.84
Revenue Fund			6,323.77
Expense Fund			112.23
<b>Total Assets</b>			<b>\$1,069,350.13</b>
Bonds outstanding			\$821,288.70
	493 bonds @	1,665.90	per bond
Accrued Interest			-
Optional Redemption Premium	3.00%		24,638.66
Structuring Agent/MBS Bidding - Raymond James			10,000.00
Bond Counsel - Fulbright & Jaworski			5,000.00
Financial Advisor - D. Ladd Pattillo & Assoc			5,000.00
Issuer's Counsel - Naman Howell Smith & Lee			5,000.00
Trustee - Wells Fargo			1,500.00
<b>Total Liabilities</b>			<b>\$872,427.36</b>
<b>Estimated Net Funds to Issuer</b>			<b>\$196,922.77</b>
<b>* MBS Sale Prices are <u>Estimates</u> as of 5/14/13.</b>			
Par Call:			2/1/2016
Call Notice:			5 days
Callable on any Business Day?:			Yes

**RAYMOND JAMES®**

**CERTIFICATE FOR RESOLUTION**

I, the undersigned officer of Travis County Housing Finance Corporation (the "Corporation"), do hereby make and execute this certificate for the benefit of all persons interested in the validity of all actions and proceedings of the Corporation. I do hereby certify as follows:

1. I am the duly chosen, qualified and acting officer of the Corporation for the office shown beneath my signature and, in such capacity, I am familiar with the matters contained in this Certificate, and I am authorized to make, execute and deliver this Certificate.

2. The Board of Directors of the Corporation (the "Board") convened a meeting on May 21, 2013, and the roll was called of the duly constituted members of the Board to-wit:

Samuel T. Biscoe	President and Director
Sarah Eckhardt	Vice President and Director
Margaret Gomez	Secretary and Director
Gerald Daugherty	Treasurer and Director
Ron Davis	Assistant Secretary and Director

and all of said persons were present except Directors \_\_\_\_\_, thus constituting a quorum.

Whereupon, among other business the following was transacted at said meeting: a written

**RESOLUTION AUTHORIZING THE SALE OF MORTGAGE-BACKED SECURITIES AND SUBSEQUENT REDEMPTION AND PAYMENT OF SINGLE FAMILY MORTGAGE REVENUE REFUNDING BONDS (GNMA MORTGAGE-BACKED SECURITIES PROGRAM) SERIES 1999A; APPROVING THE FORM AND SUBSTANCE OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT**

was introduced for the consideration of said Board. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following votes:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

3. The attached and following is a true, correct and complete copy of said Resolution; the original of said Resolution, together with all exhibits thereto, are on file in the official records of the Corporation; and said Resolution has not been amended, and is in full force and effect.

4. The persons named in the above and foregoing paragraph 2 were the fully qualified and acting members of the Board of Directors of the Corporation.

5. Each of the officers and members of the Board was duly and sufficiently notified officially, of the date, hour, place and subject of such meeting of the Board, and that the Resolution would be introduced and considered for passage at such meeting all in accordance with the Bylaws of the Corporation.

WITNESS MY HAND, to be effective on the 21st day of May, 2013.

TRAVIS COUNTY HOUSING FINANCE  
CORPORATION

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

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

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

RESOLUTION AUTHORIZING THE SALE OF MORTGAGE-BACKED SECURITIES AND SUBSEQUENT REDEMPTION AND PAYMENT OF SINGLE FAMILY MORTGAGE REVENUE REFUNDING BONDS (GNMA MORTGAGE-BACKED SECURITIES PROGRAM) SERIES 1999A; APPROVING THE FORM AND SUBSTANCE OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, Travis County Housing Finance Corporation (the "Issuer") has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, V.T.C.A., as amended (the "Act"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

WHEREAS, the Act authorizes the Issuer: (a) to acquire and enter into advance commitments to make and acquire home mortgage loans within Travis County, Texas (the "County"), to persons of low and moderate income; (b) to issue its revenue and refunding bonds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds; (c) to pledge all or any part of the revenues, receipts or resources of the Issuer, including the revenues and receipts to be received by the Issuer from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Issuer in order to secure the payment of the principal or redemption price of an interest on such bonds; and (d) to redeem, in whole or in party, bonds previously issued by the Issuer; and

WHEREAS, the Board of Directors of the Issuer (the "Board") has previously issued its Single Family Mortgage Revenue Refunding Bonds (GNMA Mortgage-Backed Securities Program) Series 1999A (the "Bonds"), pursuant to an Indenture of Trust, dated as of January 1, 1999, between the Issuer and Norwest Bank, Texas, N.A., predecessor to Wells Fargo Bank, National Association (formerly known as Wells Fargo Bank Texas, N.A.), as Trustee (the "Indenture") (capitalized terms used herein and undefined shall have the meanings given such terms in the Indenture);

WHEREAS, the Issuer determined to issue the Bonds to obtain funds to finance the purchase, by the Issuer, of mortgage backed securities (the "Certificates") which are secured by qualified home mortgage loans originated within the County; and

WHEREAS, the Bonds became eligible for optional redemption on any date after February 1, 2009; and

WHEREAS, the Issuer expects the amount of money required to redeem the Bonds plus the costs associated with a redemption to be less than the selling price of the Certificates plus

monies available in other funds and accounts held under the Indenture, thus resulting in a residual for the Issuer; and

WHEREAS, the Board now elects to redeem the Bonds and desires to give notice to the Trustee of such election, all in accordance with the Indenture, the Constitution and laws of the State of Texas; and

WHEREAS, the Board desires to authorize certain other actions to be taken with respect to the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION:

Section 1.—Notice of Redemption to the Trustee. That the President, or other officer, is hereby authorized to give the requisite notice to the Trustee of the Issuer's election to redeem the Bonds.

Section 2.—Approval of the Sale of Certificates and Redemption of Bonds. Subject to the proceeds from the sale of the Certificates being in an amount that is sufficiently more, in the determination of the manager of the Corporation (who will consult with the Corporation's president and financial advisor to make such determination), than the amount required to fund (i) the costs and expenses associated with the actions set forth in this Resolution and (ii) the redemption cost of the Bonds, the sale of the Certificates and the redemption of the Bonds are hereby approved.

Section 3.—Execution and Delivery of Documents. That the officers of the Issuer are each hereby authorized to execute, attest and affix the Issuer's seal to such agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 4.—Incorporation of Preamble. That the recitals in the preamble of this Resolution are true, correct and complete and that each and all of such recitals and the findings therein are hereby incorporated by reference to the same extent as if set here in full.

Section 5.— Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

[Remainder of page intentionally left blank.]

PASSED AND APPROVED this 21st day of May, 2013.

---

Name: Samuel T. Biscoe  
Title: President

ATTEST:

---

Secretary

(SEAL)



## **Travis County Commissioners Court Agenda Request Travis County Health Facilities Development Corporation**

**Meeting Date:** May 21, 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 \$480.00 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.



# HRMD

*Human Resources Management Department*

May 6, 2013

**TO:** Andrea Shields, Corporations Administrator  
**FROM:** John Rabb, HR Manager   
**SUBJECT:** Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group Exercise trainer. This is for 8 days, 16 sessions Boot Camp 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:

Elizabeth Sherman \$ 480.00 (16 sessions @\$30)

Please let me know if you need additional information.





# INVOICE

Total Health by Elizabeth

7744 Yaupon Drive  
Austin, Texas 78759  
512.789.0094

[eliz@elizabethsherman.com](mailto:eliz@elizabethsherman.com)

INVOICE NO. 204  
DATE April 27, 2012  
CUSTOMER ID Travis County Health Clinic

TO Iman Hammoudeh  
Travis County Wellness Clinic  
1010 Lavaca, Suite 215  
Austin, Texas 78701

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due upon receipt	May 27, 2012

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	4/3/2012 12:00 - 12:30; bootcamp	\$ 30.00	\$ 30.00
1.00	4/3/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	4/6/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	4/6/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	4/10/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	4/10/2012.12:40 - 1:10; bootcamp	30.00	30.00
1.00	4/13/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	4/13/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	4/17/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	4/17/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	4/20/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	4/20/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	4/24/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	4/24/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	4/27/2012 12:40 - 1:11; bootcamp	30.00	30.00
1.00	4/27/2012 12:40 - 1:12; bootcamp	30.00	30.00
		<b>SUBTOTAL</b>	\$ 480.00
		<b>SALES TAX</b>	
		<b>TOTAL</b>	\$ 480.00

Make all checks payable to Elizabeth Sherman  
**THANK YOU FOR YOUR BUSINESS!**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** Work Session May 23, 2013

**Prepared By/Phone Number:** Diana Ramirez (512) 854-9694, John Rabb (512) 854-2742

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** REVIEW AND DISCUSS HRMD AND EMPLOYEE BENEFIT COMMITTEE ISSUES AND RECOMMENDATIONS FOR THE TRAVIS COUNTY EMPLOYEE HEALTH BENEFIT SELF FUNDED PLAN AND OTHER EMPLOYEE BENEFITS FOR THE UPCOMING FISCAL YEAR 2014 PLAN YEAR.

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

Documentation forthcoming

**STAFF RECOMMENDATIONS:** Documentation forthcoming

**ISSUES AND OPPORTUNITIES:** Documentation forthcoming

**FISCAL IMPACT AND SOURCE OF FUNDING:** Documentation forthcoming

**REQUIRED AUTHORIZATIONS:**

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

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

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