



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By: Paul Scoggins **Phone #:** (512) 854-7619

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate several three foot wide public utility easements located along the common lot lines of Lots 61, 62, and 63 of Edgewater Beach, Section 2 – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate several three foot wide public utility easements (PUEs) located along the common lot lines of Lots 61, 62, and 63 of Edgewater Beach, Section 2. The easements are dedicated per plat note. The subject lots front on sections of Overlook Circle, Timberline Drive, and Crawfish Lane. All three streets are maintained by Travis County.

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

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR staff recommends the request.

ISSUES AND OPPORTUNITIES:

According to the request letter the existing home encroaches in the subject easements. To re-finance the home and property, these encroachments need to be remedied. Vacating the subject easements will allow the property owner to move forward with their re-financing plans.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	Development Services	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR-Permits	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Edgewater Beach, Section 2



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By: Paul Scoggins **Phone #:** (512) 854-7619

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AB

AGENDA LANGUAGE: 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 88 and 89 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 88 and 89 of Apache Shores, First Installment. The easements are dedicated per plat note. The subject lots front on a section of Brass Buttons Trail that is maintained by Travis County.

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

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR staff recommends the request.

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
- Sign Affidavit and Pictures
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	Development Services	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR-Permits	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Apache Shores, First Installment



Travis County Commissioners Court Agenda Request

Meeting Date:

July 23, 2013

Prepared By/Phone Number:

Juanita Jackson - 854-4467

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Introduction of Sonia Coyle as the new County Extension Agent – Family and Consumer Sciences for the Texas A&M AgriLife Extension Service in Travis County

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Texas A&M AgriLife Extension Service conducts educational programs in the areas of family and consumer sciences, agriculture, horticulture, natural resources, 4-H, and youth programs.

STAFF RECOMMENDATIONS:

None.

ISSUES AND OPPORTUNITIES:

This item is intended to introduce key staff in the AgriLife organization to members of the Commissioners Court.

FISCAL IMPACT AND SOURCE OF FUNDING:

This item will not impact the County Budget.

REQUIRED AUTHORIZATIONS:

Sonia M. Coyle; B.S., M.S.

7075 Comanche Trail · Austin, TX 78732 · (512) 431-1742 · soniacoyle@yahoo.com

SUMMARY OF QUALIFICATIONS

Successful Management Professional with more than fifteen years experience in design, implementation, coordination and management of projects and programs in agency, university and nonprofit organizations. Proven ability to start new projects and take them to successful completion including training, managing and motivating staff.

Skills

People Management	Fundraising	Fully Bilingual English / Spanish
Project/Program Management	Grant Writing	Leadership
New Program Design	Public Presentations	Strategic Planning
Volunteer Coordinating	Written Communication	
New Program Development	Verbal Communication	

RELEVANT EXPERIENCE

AVANCE-Austin, (Austin, TX)

Program Coordinator

Responsible for the direct implementation of the AVANCE Parent-Child Education programs and services. This program for parents and their children ages birth – 3 years is taught over a 9 month span, and services include: a bilingual parenting education class, an educational toy making or craft class, advocacy and support services through community resource speakers, adult education opportunities for parents such as ESL and adult literacy instruction, home visits, and early childhood education and development services for the children. This program serves over 100 families yearly.

- Supervised operations following the annual calendar of the AVANCE Parent-Child Education Curriculum.
- Built partnership with Austin Community College to provide ESL classes to participants.
- Offered training efforts such as team building and leadership development for staff.
- Responsible for updating curriculum. Supervised development of lesson plans for parent and child instruction.
- Coordinated weekly community speakers for program year.
- Planned and implemented pre- and post-test activities, maintained participant files and documentation, and collected any data required in the evaluation protocol.
- Organized, supervised and participated in client recruitment.
- Coordinated parent education services with Craft Instructor, Parent Educators, Early Childhood Instructors, Home Visitors, Van drivers and ESL Instructors.
- Lead and participates in planning and preparation of program events such as graduation and Christmas Party.
- Prepared accurate and timely monthly reports for National Office, and for federal and foundations grants.
- Organized and managed site visits.

Keep It Healthy non profit organization, (Austin, TX) www.keepithealthy.org

Program Manager, Program Designer and Curricula Developer of a year-long lifestyle intervention program called *To Your Healthy! A su Salud!* designed to prevent or delay the onset of Diabetes in vulnerable families. This program serves over 100 families.

- Created tailored weight-loss plans for adults, curricula for behavior modification workshops for successful weight-loss and diabetes prevention workshops.

Sonia M. Coyle

- Managed cooking and nutrition classes for thirty participants at a time.
- Built partnership with the Austin/Travis County Health & Human Services to use the Walk Texas curricula, an initiative from Steps to a Healthier Austin Program; with schools to allow participants to use their tracks for walking groups, and churches to provide meeting rooms and cooking class facilities.
- Built partnership with the American Heart Association for provision of screenings and health education workshops, with Sustainable Food Center for provision of cooking classes, and with YMCA for provision of facilities and instructors.
- Coordinated and trained UT college students as volunteers for nutrition consultations.
- Recruited staff and Board members.
- Organized a community event or health fair at a church.
- Organized fundraising events such as cooking classes with chefs.
- Coordinated and attended meeting with potential donors.

El Buen Samaritano, (Austin, TX)

Program Coordinator for the "Vida y Salud" Program (Health and Life), a health promotion program for at-risk communities aimed to teach healthy lifestyle to the underserved Hispanic population.

- Managed the coordination of workshops with fitness, yoga and Tai'Chi instructors, peer educators for cooking classes, and social workers for a support group program called "Nuestra Hermandad Feliz", and parenting classes.
- Followed program and budget proposed under grant.
- Trained peer educators weekly for cooking/nutrition workshops. Recruited peer educators.
- Marketed and disseminated information about Vida y Salud services throughout El Buen Samaritano campus.
- Coordinated parenting classes with other nonprofit organizations, such as Family Connections.
- Organized a community outreach event for the 'Vida y Salud' program.

EMPLOYMENT HISTORY

AVANCE-Austin, (Austin, TX)

1/2010 - Present

Program Coordinator

Keep It Healthy nonprofit organization, (Austin, TX) www.keepithealthy.org

9/2005 - 12/2009

Program Designer, Manager and Curricula Developer

(Described above)

Capital Area Food Bank, (Austin, TX)

9/2006 - 4/2008

Nutrition Educator for the "Choices" program, a health promotion program aimed at teaching low-income children, adults and elderly consumers about healthy eating and healthy cooking. In FY 2007 gave lectures to more than 1,600 clients. In FY 2008 gave presentations to more than 1,500 people in six months (goal for FY 2008 was 3,200 clients).

- Provided lectures in health education and cooking classes to prevent chronic diseases to Food Stamp eligible clients (classes in English and Spanish).
- Created and updated curricula in nutrition education and cooking classes. Followed grant guidelines for implementation of program.
- Wrote reports to funding sources to demonstrate compliance.

Austin / Travis County Human Health Services Department (Austin, TX)

5/2004 – 5/2005

Nutritionist at WIC (Woman, Infant and Children), a federally funded nutrition program. Provided individual and group nutrition consultation.

- Assessed the health of pregnant woman, infants and children up to 5 years of age; provided appropriate nutrition education to the mothers.

Sonia M. Coyle

- Monitored clients' weight, measured/plotted growth and performed iron or hematocrit tests.
- Administered and evaluated diet recall and health history.
- Determined nutritional risk and assigned food packages for women and children, and special formulas for infants.
- Delivered program services in compliance with federal, state and county policies and procedures.
- Supervised the clinic when the supervisor was out for meetings.

El Buen Samaritano, (Austin, TX) 1/2004 – 4/2004
Program Manager (Described above)

El Buen Samaritano Clinic, (Austin, TX) 9/2003 – 4/2004
Nutritionist. Provided individual and group nutrition counseling.

- Provided assessment and nutrition education to children and adults.
- Assessed clients' weight, measured/plotted growth.
- Administered and evaluated diet recall and health history.
- Tailored nutrition plans.

The Cooper Institute (Dallas, TX) 1/2002 – 4/2002
Exercise Physiologist. Monitored exercise plans and recorded data for research in women ages 45-75 (i.e. the Dose-Response to Exercise in Women).

- Monitored clients' heart rates at each start of the session, during and end of session.
- Recorded resistances measured by speed or incline to achieve protocol goals.

Baylor University (Waco, TX) 8/2000 – 12/2001
Health Educator at the Baylor Health Education & Wellness Center. Provided individual nutrition/fitness consultation to college students, college athletes, staff and faculty.

- Marketed nutrition and health services to sports team coaches to promote nutrition and fitness services to their athletes.
- Developed and conducted nutrition lectures for sport teams and classes.
- Assessed body composition by skin-fold method, BMI and girth.

EDUCATION

BAYLOR UNIVERSITY (Waco, Texas). Master of Science in Education with a major in Health, Human Performance, and Recreation.

UNIVERSITY OF BUENOS AIRES (Buenos Aires, Argentina). Bachelors of Science in Nutrition. Registered Dietitian in Argentina.

COMMUNITY SERVICE ACTIVITY

Keep It Healthy, Austin, Texas. Board Chair of 'Keep It Healthy' nonprofit organization from 2005-Present. www.keepithealthy.org.

Hill Country Seventh-day Adventist Church, Cedar Park, Texas. Health Ministry Director, December 2008-December 2009.

Communities In Schools, Austin, Texas, 2009.

Lions Club, Austin, Texas. Member, 2005- 2008

Seventh-day Adventist Church, Austin, Texas. Volunteer for Hurricane Katrina and Rita, 2005.

American Heart Association, Austin, Texas. Volunteer for Hurricane Katrina, 2005.

El Buen Samaritano, Austin, Texas. Volunteer 2003.

LANGUAGES

Perfect bilingual English and Spanish.

Sonia M. Coyle



Travis County Commissioners Court Agenda Request

Meeting Date:

July 23, 2013

Prepared By/Phone Number:

Cathy McClaugherty, 854-4713

Elected/Appointed Official/Dept. Head:

Roger Jefferies, County Executive, Justice and Public Safety

Commissioners Court Sponsor:

Judge Sam Biscoe

AGENDA LANGUAGE:

APPROVE PROCLAMATION RECOGNIZING JULY 21-27, 2013, AS "PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK".

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The week of July 21st through July 27th is Pretrial, Probation, and Parole Supervision Week in the United States of America and Canada. Since 2011, Criminal Justice Planning has proudly sponsored the event in Travis County. We ask the Travis County Commissioners' Court to join us in acknowledging the dedication and hard work of our community supervision and pre-trial service colleagues.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

It is during this time that the Travis County leadership and the community-at-large is asked to recognize and celebrate the dedicated and caring individuals who work tirelessly to make our neighborhoods safer and more vibrant places to live and rear families. These professionals are on duty each and every day to assist juvenile and adult offenders in becoming better citizens with productive lives.

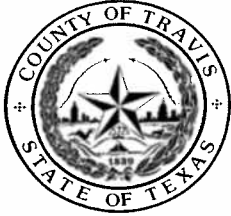
FISCAL IMPACT AND SOURCE OF FUNDING:

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.

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.



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive

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

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

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

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

To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

Through: Roger Jefferies, County Executive, Justice and Public Safety
Kimberly Pierce, Planning Manager, Criminal Justice Planning

From: Cathy McClaugherty, Senior Planner, Criminal Justice Planning

Date: July 10, 2013

SUBJECT: APPROVE PROCLAMATION RECOGNIZING JULY 21-27, 2013,
AS PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK.

The American Probation and Parole Association (APPA) has proclaimed the week of July 21 through July 27, 2013, as "Pretrial, Probation, and Parole Supervision Week". Now in its thirteenth year, this event acknowledges the efforts of adult and juvenile pretrial, probation, and parole officers to balance the needs of those individuals under their supervision with the safety of communities by monitoring offender behavior, all while seeing budgetary constraints and increasing caseloads. The hard work and dedication of our nation's community supervision officers addresses public safety through a balance of prevention, intervention and advocacy. Pretrial, probation and parole officers deliver accountable, humane, effective, and individualized services for offenders, while supporting, protecting, and restoring victims and the community.

Please see the attached proclamation declaring the week of July 21-27, 2013, as "Pretrial, Probation, and Parole Supervision Week". We respectfully request that the Travis County Commissioner's Court approve this proclamation recognizing community supervision staff in Austin and Travis County during this important event.

PROCLAMATION

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals work in partnership with community agencies and groups; and

WHEREAS, community corrections professionals promote prevention, intervention and advocacy; and

WHEREAS, community corrections professionals provide services, support, and protection for victims; and

WHEREAS, community corrections professionals advocate community and restorative justice; and

WHEREAS, community corrections professionals are a true Force for Positive Change in their communities, and;

Now, Therefore, Be it Resolved that the Travis County Commissioners Court do hereby proclaim July 21-27, 2013, as:

Pretrial, Probation, and Parole Week

And encourage all Travis County citizens to honor these community corrections professionals and to recognize their achievements and contributions to our community.



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2012

Prepared By: Steve Sun, P.E. **Phone #:** (512) 8544660

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

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 request to use available Precinct Two 2001 Bond projects savings to fund the engineering and Right-of-Way acquisition for Weiss Lane Bridge Improvements in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

Weiss Lane Safety Improvements and Weiss Lane Bridge are two bond projects approved by voters in the 2011 bond election. Weiss Lane Safety Improvements project will improve existing narrow two-lane road with two 12' travel lands, 4' paved shoulders and turn lanes at key intersections. Weiss Lane Bridge project will replace existing unsafe one-lane bridge with a new two-lane bridge. Weiss Lane Safety Improvements project was set up as a public-public partnership project with City of Pflugerville as approximately 40% of the project is located within City of Pflugerville's jurisdiction. City of Pflugerville volunteered and agreed to take the lead in managing both Weiss Lane Safety Improvements and Weiss Lane Bridge projects. Schedule of these two projects was set for the design to begin in 2014 as funding from City of Pflugerville will not be available until then. Pflugerville ISD is planning for a new middle school close to the intersection of Weiss Lane and Cele Road. Pflugerville ISD Board Members have met with Commissioner and TNR staff to express their desire for an earlier completion of both projects as the traffic will increase after the school opening plus Weiss Lane and bridge is on the school bus route. TNR agrees to expedite the implementation of Weiss Lane Bridge project as it is completely within County's jurisdiction. The Weiss Lane Safety Improvements project will need City of Pflugerville's concurrence on changing the schedule as the engineering cost will be funded by City of Pflugerville. Pflugerville ISD will meet with City of Pflugerville to discuss expediting the Weiss Lane Safety Improvements project.

STAFF RECOMMENDATIONS:

Staff recommends approval of using 2001 bond projects savings to fund the engineering and right-of-way acquisition costs so to expedite the implementation of the Weiss Lane Bridge project.

ISSUES AND OPPORTUNITIES:

Weiss Lane was located in Precinct Two during 2011 bond referendum. The project is now located in Precinct One after the redistricting. County Attorney's Office, Auditor's Office, and PBO have reviewed and concurred with this recommendation of using 2001 Precinct Two bond projects savings to fund the engineering and right-of-way acquisition for the Weiss Lane Bridge project.

FISCAL IMPACT AND SOURCE OF FUNDING:

\$150,000 of Precinct Two 2001 bond savings has been reserved in 1490190000 4036 521040 600013 for the engineering and right-of-way acquisition of this project.

ATTACHMENTS/EXHIBITS:

Location Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
John Hille		County Attorney's Office	

CC:

Steve Sun		TNR	
Donna Williams-Jones		TNR	
Isabelle Lopez		TNR	

: :
0101 - Administrative -

BETA GIS Viewer

Point

Line

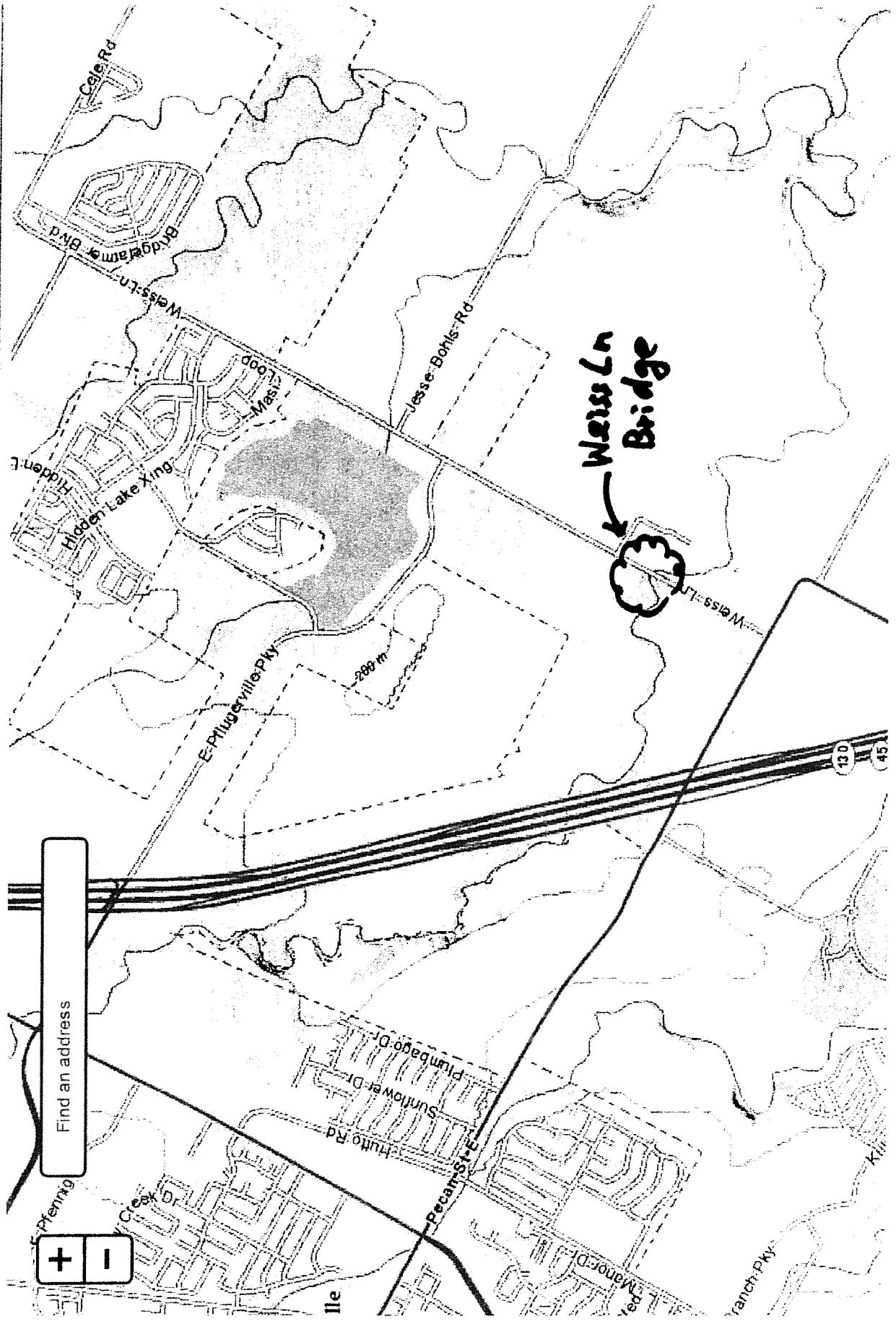
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Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By: Paul Scoggins **Phone #:** (512) 854-7619

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action the use of an Alternative Fiscal Agreement for Estancia Hill Country Subdivision, Phase 1 - Precinct Three.

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 the City of Austin in the amount of \$1,178,989.00.

Access to Publicly Maintained Road

Estancia Hill Country Subdivision, Phase 1 takes access from IH-35. IH-35 is maintained by the State of Texas' Department of Transportation.

Waste Water Service

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

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 #11-1998. The estimated cost of the improvements is \$5,613,104.50. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention.

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

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Alternative Fiscal Acknowledgment

Exhibit "A" – Description

Extension of Sixty-Day Period

Proposed Plat

Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	Development Services	(512)-854-7561

CC:

AB:SM:ps

**1101 - Development Services Long Range Planning - Estancia Hill Country Subdivision,
Phase 1**

§ 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 3 day of JULY, 2013.

OWNER: SLF III - ONION CREEK, L.P. Address: 5949 SHERRY LANE

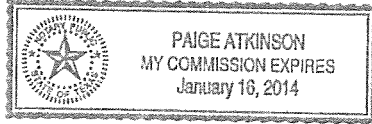
By: [Signature] SUITE 1750, DALLAS, TX 75225

Name: OCIE VEST Phone: 214-368-9191

Title: S.V.P. ENTITLEMENTS Fax: 214-368-9192
Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS §
 DALLAS
COUNTY OF ~~TRAVIS~~ §



This instrument was acknowledged before me on the 3RD day of July, 2013 by OCIE VEST in the capacity stated herein.

[Signature]
Notary Public in and for the State of Texas
PAIGE ATKINSON
Printed or typed name of notary

My Commission Expires: January 16, 2014

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

Notary Public in and for the State of Texas

Printed or typed name of notary

My commission expires: _____

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

SAMPLE EXHIBIT "A" OR FIELD NOTES

EXHIBIT "A"

That certain tract of land described as 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.

38.998 ACRES
ESTANCIA HILL COUNTRY
SUBDIVISION, PHASE 1

FN NO. 13-107(MLT)
FEBRUARY 27, 2013
BPI JOB NO. 103662-10008

DESCRIPTION

OF A 38.998 ACRE TRACT OF LAND OUT OF THE S.F. SLAUGHTER SURVEY NO. 1, THE SANTIAGO DEL VALLE GRANT AND THE TRINIDAD VARCINAS SURVEY NO. 535, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 418.601 ACRE TRACT CONVEYED TO SLF III - ONION CREEK, L.P. BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2007226648, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 38.998 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an axle found at the intersection of the easterly right-of-way line of Old San Antonio Road (R.O.W. width varies) with the southerly bank of Onion Creek, being the northwesterly corner of said 418.601 acre remainder tract, for the northwesterly corner hereof;

THENCE, S71°45'35"E, leaving the easterly right-of-way line of Old San Antonio Road and along the southerly bank of Onion Creek, being the north line of said 418.601 acre remainder tract, for the northerly line hereof, a distance of 10.00 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for the northeasterly corner hereof, from which a calculated point for a northerly corner of said 418.601 acre remainder tract, being in the southerly bank of Onion Creek, bears S71°45'35"E, a distance of 84.44 feet;

THENCE, leaving the southerly bank of Onion Creek, over and across said 418.601 acre remainder tract, for a portion of the irregular easterly line hereof, the following nineteen (19) courses and distances:

- 1) S18°47'36"W, a distance of 269.21 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 2) S18°32'43"W, a distance of 240.28 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 3) S26°46'00"W, a distance of 113.56 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;

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- 4) S36°04'41"W, a distance of 293.69 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 5) S27°40'41"W, a distance of 73.23 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 6) S06°29'38"W, a distance of 331.83 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 7) Along said curve, having a radius of 25.00 feet, a central angle of 89°09'40", an arc length of 38.90 feet, and a chord which bears S38°05'11"E, a distance of 35.10 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 8) S82°40'01"E, a distance of 274.89 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the right;
- 9) Along said curve, having a radius of 1078.99 feet, a central angle of 18°26'40", an arc length of 347.34 feet, and a chord which bears S73°26'42"E, a distance of 345.85 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 10) S64°13'21"E, a distance of 1066.32 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the right;
- 11) Along said curve, having a radius of 845.00 feet, a central angle of 89°14'41", an arc length of 1316.19 feet, and a chord which bears S19°36'01"E, a distance of 1187.11 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 12) S25°01'20"W, a distance of 138.16 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 13) Along said curve, having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord which bears S19°58'40"E, a distance of 35.36 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;

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- 14) S64°58'40"E, a distance of 119.69 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 15) Along said curve, having a radius of 955.00 feet, a central angle of 19°04'54", an arc length of 318.05 feet, and a chord which bears S74°31'07"E, a distance of 316.58 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 16) S84°03'34"E, a distance of 150.71 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the right;
- 17) Along said curve, having a radius of 1045.00 feet, a central angle of 12°03'03", an arc length of 219.79 feet, and a chord which bears S78°02'03"E, a distance of 219.39 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 18) S72°00'31"E, a distance of 125.33 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 19) Along said curve, having a radius of 25.00 feet, a central angle of 90°26'50", an arc length of 39.46 feet, and a chord which bears N62°46'05"E, a distance of 35.49 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve for an angle point hereof, being in the westerly right-of-way line of Interstate Highway 35 (R.O.W. width varies) and the easterly line of said 418.601 acre remainder tract, from which a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" found for an angle point in the westerly right-of-way line of Interstate Highway 35 and the easterly line of said 418.601 acre remainder tract, bears N17°32'39"E, a distance of 572.26 feet;

THENCE, along the westerly right-of-way line of Interstate Highway 35, being the easterly line of said 418.601 acre remainder tract, for a portion of the irregular easterly line hereof, the following two (2) courses and distances:

- 1) S17°32'39"W, a distance of 35.41 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 2) S17°59'29"W, a distance of 104.78 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the

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point of curvature of a non-tangent curve to the left, for an angle point hereof, from which a 5/8 inch iron rod found for a point for corner in the westerly right-of-way line of Interstate Highway 35 and the easterly line of said 418.601 acre remainder tract, bears $S17^{\circ}59'29''W$, a distance of 987.30 feet;

THENCE, leaving the westerly right-of-way line of Interstate Highway 35, over and across said 418.601 acre remainder tract, for a portion of the irregular easterly line hereof, the following thirty-one (31) courses and distances:

- 1) Along said curve, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet, and a chord which bears $N27^{\circ}00'31''W$, a distance of 35.36 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 2) $N72^{\circ}00'31''W$, a distance of 125.61 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 3) Along said curve, having a radius of 955.00 feet, a central angle of $12^{\circ}03'03''$, an arc length of 200.86 feet, and a chord which bears $N78^{\circ}02'03''W$, a distance of 200.49 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 4) $N84^{\circ}03'34''W$, a distance of 150.71 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the right;
- 5) Along said curve, having a radius of 1045.00 feet, a central angle of $19^{\circ}04'54''$, an arc length of 348.02 feet, and a chord which bears $N74^{\circ}31'07''W$, a distance of 346.42 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 6) $N64^{\circ}58'40''W$, a distance of 119.69 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 7) Along said curve, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet, and a chord which bears $S70^{\circ}01'20''W$, a distance of 35.36 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;

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- 8) S25°01'20"W, a distance of 407.50 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the right;
- 9) Along said curve, having a radius of 515.00 feet, a central angle of 35°57'01", an arc length of 323.14 feet, and a chord which bears S42°59'50"W, a distance of 317.86 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve, for an angle point hereof;
- 10) N29°01'40"W, a distance of 90.00 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a non-tangent curve to the left, for an angle point hereof;
- 11) Along said curve, having a radius of 425.00 feet, a central angle of 35°57'01", an arc length of 266.67 feet, and a chord which bears N42°59'50"E, a distance of 262.31 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 12) N25°01'20"E, a distance of 685.66 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 13) Along said curve, having a radius of 755.00 feet, a central angle of 89°14'41", an arc length of 1176.00 feet, and a chord which bears N19°36'01"W, a distance of 1060.67 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 14) N64°13'21"W, a distance of 1066.32 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a tangent curve to the left;
- 15) Along said curve, having a radius of 988.99 feet, a central angle of 18°26'40", an arc length of 318.37 feet, and a chord which bears N73°26'42"W, a distance of 317.00 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve;
- 16) N82°40'01"W, a distance of 268.40 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 17) S07°29'09"W, a distance of 303.12 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;

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- 18) S25°21'28"E, a distance of 241.06 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 19) S03°47'10"E, a distance of 280.45 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 20) S44°41'53"E, a distance of 359.07 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 21) S07°21'50"E, a distance of 743.34 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 22) S00°00'43"E, a distance of 203.35 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 23) S18°51'48"E, a distance of 170.26 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 24) S47°48'28"W, a distance of 12.65 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 25) S52°15'08"E, a distance of 95.97 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 26) S61°39'05"E, a distance of 259.78 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 27) S47°26'37"E, a distance of 335.13 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the point of curvature of a non-tangent curve to the left, for an angle point hereof;
- 28) Along said curve, having a radius of 515.00 feet, a central angle of 75°01'38", an arc length of 674.38 feet, and a chord which bears S13°40'04"W, a distance of 627.22 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set at the end of said curve, for an angle point hereof;

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- 29) S86°30'04"W, a distance of 696.32 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 30) S02°38'02"E, a distance of 1636.03 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set for an angle point hereof;
- 31) S02°19'59"E, a distance of 1290.68 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" set in the northerly right-of-way line of Puryear Road (R.O.W. width varies), being in the southerly line of said 418.601 acre remainder tract, for the southeasterly corner hereof, from which a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" found for a point for corner in the northerly right-of-way line of Puryear Road and the southerly line of said 418.601 acre remainder tract, bears N87°43'31"E, a distance of 397.04 feet;

THENCE, S87°43'31"W, along the northerly right-of-way line of Puryear Road and the southerly line of said 418.601 acre remainder tract, for the southerly line hereof, a distance of 10.00 feet to a 1/2 inch iron rod with yellow cap stamped "BURY & PARTNERS" found at the intersection of the northerly right-of-way line of Puryear Road with the easterly right-of-way line of Old San Antonio Road, for the southwesterly corner of said 418.601 acre remainder tract and the southwesterly corner hereof;

THENCE, leaving the northerly right-of-way line of Puryear Road and along the easterly right-of-way line of Old San Antonio Road, being the westerly line of said 418.601 acre remainder tract, for the westerly line hereof, the following twelve (12) courses and distances:

- 1) N02°19'59"W, a distance of 1290.64 feet to a 1/2 inch iron rod with aluminum cap stamped "HEEP RANCH" found for an angle point hereof;
- 2) N02°38'02"W, a distance of 2174.01 feet to a 1/2 inch rod with yellow cap stamped "BURY & PARTNERS" found for an angle point hereof;
- 3) N02°17'19"W, a distance of 1250.56 feet to a 1/2 inch rod with yellow cap stamped "BURY & PARTNERS" found for an angle point hereof;
- 4) N16°50'19"W, a distance of 632.78 feet to a 1/2 inch rod with yellow cap stamped "BURY & PARTNERS" found for an angle point hereof;

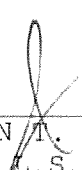
FN 13-107(MLT)
FEBRUARY 27, 2013
PAGE 8 of 8

- 5) N02°00'07"W, a distance of 395.17 feet to an iron pipe found for an angle point hereof;
- 6) N07°29'09"E, a distance of 457.12 feet to an iron pipe found for an angle point hereof;
- 7) N06°29'38"E, a distance of 437.20 feet to a 1/2 inch iron rod found for an angle point hereof;
- 8) N27°40'41"E, a distance of 75.83 feet to a 1/2 inch iron rod with cap found for an angle point hereof;
- 9) N36°04'41"E, a distance of 293.61 feet to an iron pipe found for an angle point hereof;
- 10) N26°46'00"E, a distance of 112.02 feet to an iron pipe found for an angle point hereof;
- 11) N18°32'43"E, a distance of 239.58 feet to an iron pipe found for an angle point hereof;
- 12) N18°47'36"E, a distance of 269.14 feet to the **POINT OF BEGINNING** and containing an area of 38.998 acres (1,698,757 square feet) of land, more or less, within these metes and bounds.

BASIS OF BEARINGS: THE TEXAS COORDINATE SYSTEM, NAD 83(93) CENTRAL ZONE, CONSTRAINING TO LCRA GPS CONTROL MONUMENTS: A520, A521, H061, E335 AND MARB.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

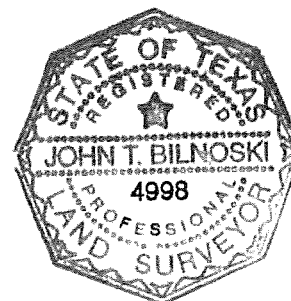
BURY + PARTNERS, INC.
221 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701

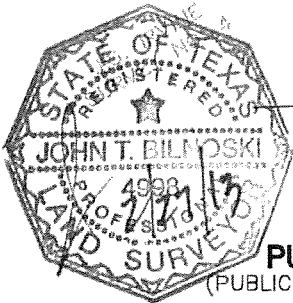
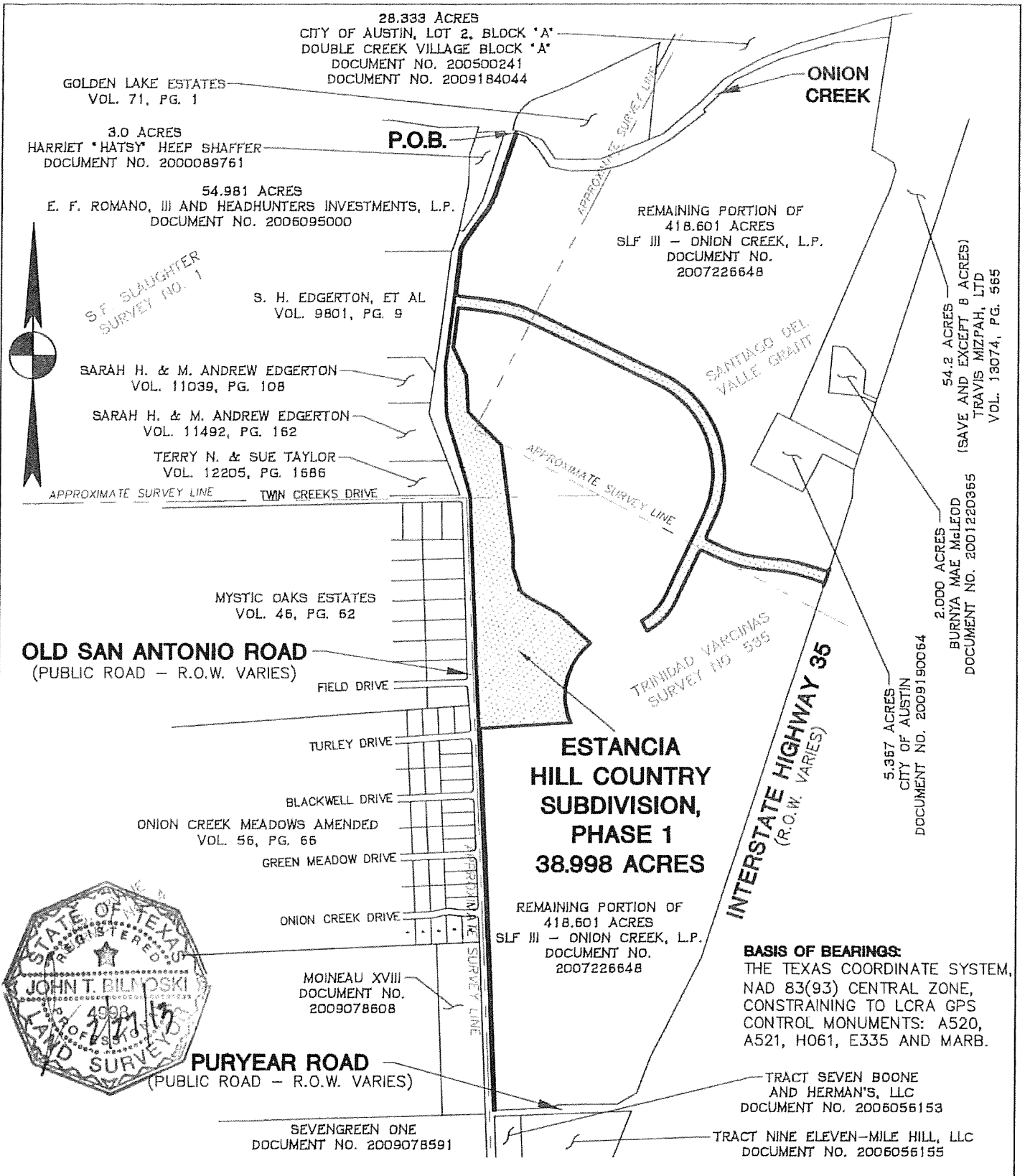


JOHN T. BILNOSKI
R.P.L.S. NO. 4998
STATE OF TEXAS

2/27/13

DATE





Bury+Partners

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
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SKETCH TO ACCOMPANY DESCRIPTION

OF 38.998 ACRES OF LAND OUT OF THE S.F. SLAUGHTER SURVEY NO. 1, THE SANTIAGO DEL VALLE GRANT AND THE TRINIDAD VARCINAS SURVEY NO. 535, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 418.601 ACRE TRACT CONVEYED TO SLF III - ONION CREEK, L.P., BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2007226648, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SLF III - ONION CREEK, LP.

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

Date: 7/3/2013

Owner's Name and Address: SLF III - ONION CREEK, L.P.
5949 SHERRY LANE
SUITE 1750
DAULAS, Tx 75225

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

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 affective as of the date set forth below.

Owner: SLF III - ONION CREEK, L.P.

By: *[Signature]*

Name: Ocie Vest

Title: S.V.P. ENTITLEMENTS

Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF ~~TRAVIS~~ DAULAS

This instrument was acknowledged before me ^{DAULAS} on the 3RD day of July, 2013, by Ocie Vest of ~~Travis~~ DAULAS 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]

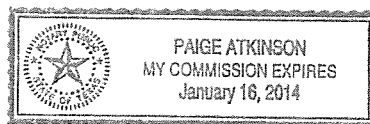
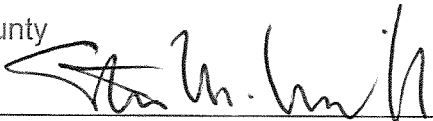


EXHIBIT 82.201(C)
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2

Travis County

By: 
County Executive
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

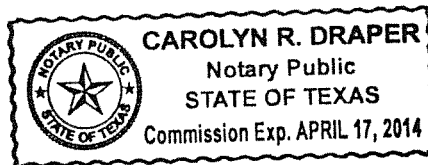
STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 12th day of July, 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

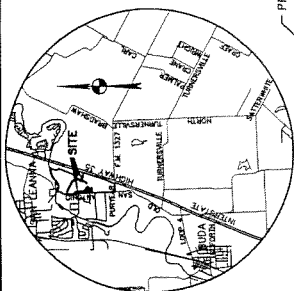


Carolyn R. Draper
(Printed Name of Notary)



My Commission Expires:

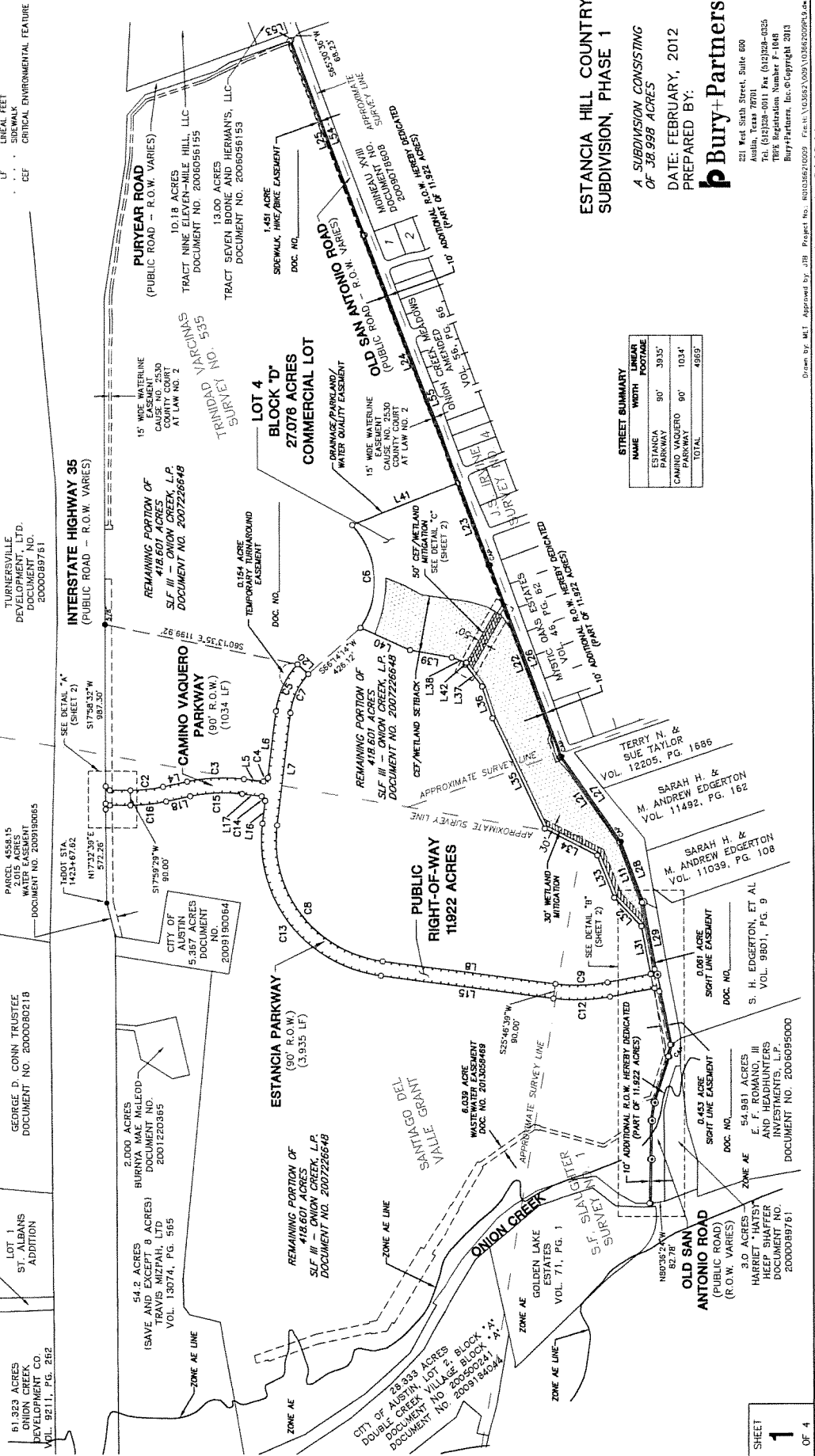
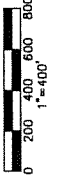
ESTANCIA HILL COUNTRY SUBDIVISION, PHASE 1



VICINITY MAP
H.T.S.

LEGEND

- 1 1/2" IRON ROD FOUND
- 5/8" IRON ROD FOUND
- 1/2" IRON ROD SET
- CONCRETE MONUMENT FOUND
- RIGHT-OF-WAY
- LINEAL FEET
- SIDEWALK
- CRITICAL ENVIRONMENTAL FEATURE



STREET SUMMARY

NAME	WIDTH	LINEAL FOOTAGE
ESTANCIA PARKWAY	90'	3935'
CAMINO VAQUERO PARKWAY	90'	1034'
TOTAL		4969'

ESTANCIA HILL COUNTRY SUBDIVISION, PHASE 1

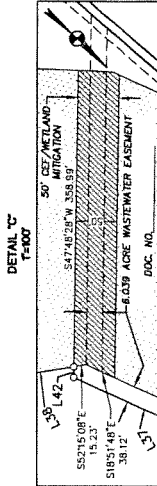
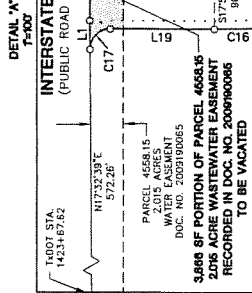
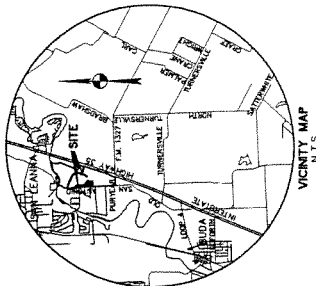
A SUBDIVISION CONSISTING OF 36.998 ACRES
DATE: FEBRUARY, 2012
PREPARED BY:



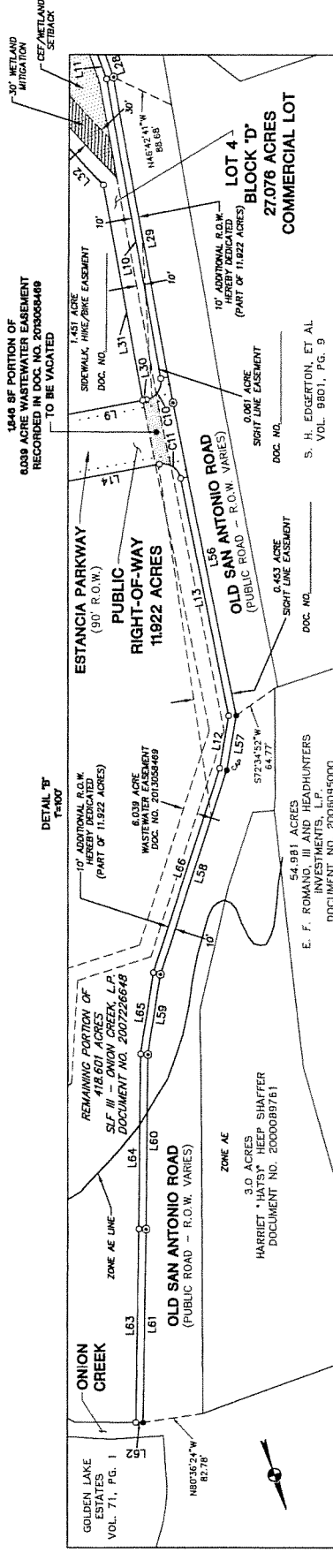
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0025
TDS Registration Number F-1048
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Drawn by M.T. Approved by J.B. Project No. R01036670029 File No. V03662V009A\03662V009P19.dwg

ESTANCIA HILL COUNTRY SUBDIVISION, PHASE 1



- LEGEND**
- 1/2" IRON ROD FOUND
 - 5/8" IRON ROD FOUND
 - IRON PIPE FOUND
 - CONCRETE MONUMENT FOUND
 - UNCAL. FEET
 - SIDEWALK
 - CRITICAL ENVIRONMENTAL FEATURE



ENGINEER'S CERTIFICATION & FLOOD PLAN NOTE:

MARY O. POLAN, AM, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND COMPLETES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE OF 2002, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A PORTION OF THIS TRACT IS LOCATED WITHIN THE BOUNDARY OF THE 100-YEAR FLOODPLAIN, AS SHOWN ON MAP NUMBERS 4845200584 AND 4845200584, DATED SEPTEMBER 26, 2008 FOR TRAVIS COUNTY, TEXAS, AND INCORPORATED AREAS.



Mary O. Polan
 MARY O. POLAN, AM
 TEXAS REGISTRATION NO. 113209
 BURY + PARTNERS, INC.
 211 WEST SIXTH STREET, SUITE 600
 AUSTIN, TEXAS 78701

SURVEYOR'S CERTIFICATION:

I, JOHN A. BLINOSKI, AM, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND COMPLETES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE OF 2002, AS AMENDED, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY AND ALL NECESSARY MONUMENTS ARE IN PLACE PRIOR TO THE RECOMMENDATION OF THIS SUBDIVISION PLAN.



John A. Blinoski
 JOHN A. BLINOSKI, R.P.L.S.
 TEXAS REGISTRATION NO. 4853
 211 WEST SIXTH STREET, SUITE 600
 AUSTIN, TEXAS 78701

LINE TABLE

NO.	BEARING	DISTANCE
L1	S72°29'39"W	154.41'
L2	S10°00'00"W	155.00'
L3	N27°00'31"W	125.61'
L4	N84°03'34"W	150.71'
L5	N64°58'40"W	118.69'
L6	S25°01'20"W	407.50'
L7	S82°01'20"W	688.65'
L8	N82°45'01"W	273.43'
L9	N82°45'01"W	470.35'
L10	S07°29'09"W	470.35'
L11	S02°00'07"E	393.03'
L12	S27°40'41"W	737.33'
L13	S07°29'09"W	274.89'
L14	S89°46'01"E	274.89'
L15	S84°13'21"E	1066.33'
L16	S25°01'20"W	138.16'
L17	S64°58'40"E	118.69'
L18	S84°03'34"E	150.71'
L19	S10°00'00"E	155.00'
L20	N45°01'40"W	303.03'
L21	S16°50'19"E	632.75'
L22	S02°17'19"E	1251.81'
L23	S02°38'02"E	1537.86'
L24	S02°38'02"E	1538.03'
L25	N62°17'19"W	1250.56'
L26	N16°50'19"W	632.78'
L27	N16°50'19"W	395.17'
L28	N07°00'07"W	457.12'
L29	N07°29'09"E	457.12'
L30	S17°45'35"E	248.28'
L31	S17°45'35"E	248.28'
L32	S25°01'28"E	241.06'
L33	S03°47'10"E	280.45'

LINE TABLE

NO.	BEARING	DISTANCE
L34	S44°41'53"E	359.07'
L35	S02°00'00"E	203.35'
L36	S02°00'00"E	203.35'
L37	S18°51'48"E	170.26'
L38	S52°15'08"E	95.97'
L39	S52°15'08"E	259.79'
L40	S52°15'08"E	259.79'
L41	S52°15'08"E	259.79'
L42	S47°48'58"W	12.65'
L43	NOT USED	
L44	NOT USED	
L45	NOT USED	
L46	NOT USED	
L47	NOT USED	
L48	NOT USED	
L49	NOT USED	
L50	NOT USED	
L51	NOT USED	
L52	NOT USED	
L53	S07°43'31"W	10.00'
L54	N02°19'59"W	1290.64'
L55	N02°38'02"E	2174.20'
L56	N06°29'38"E	437.20'
L57	N27°40'41"E	25.81'
L58	N27°40'41"E	25.81'
L59	N26°46'00"E	112.00'
L60	N18°52'43"E	239.59'
L61	N18°52'43"E	239.59'
L62	S17°45'35"E	10.00'
L63	S17°45'35"E	248.28'
L64	S17°45'35"E	248.28'
L65	S26°46'00"W	113.65'
L66	S30°04'41"W	203.69'

CURVE TABLE

NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	90°00'00"	25.00'	38.27'	38.27'	N27°00'31"W
C2	90°00'00"	25.00'	38.27'	38.27'	N27°00'31"W
C3	180°45'4"	1645.00'	348.92'	348.92'	S24°31'07"E
C4	90°00'00"	25.00'	38.27'	38.27'	S70°01'20"W
C5	35°57'00"	915.00'	323.14'	317.86'	S42°59'50"W
C6	35°57'00"	915.00'	323.14'	317.86'	S42°59'50"W
C7	35°57'00"	915.00'	323.14'	317.86'	S42°59'50"W
C8	169°48'40"	988.99'	318.37'	317.00'	N73°26'42"W
C9	169°48'40"	988.99'	318.37'	317.00'	N73°26'42"W
C10	89°50'50"	25.00'	38.29'	35.31'	S52°24'34"W
C11	89°50'50"	25.00'	38.29'	35.31'	S52°24'34"W
C12	89°50'50"	25.00'	38.29'	35.31'	S52°24'34"W
C13	89°50'50"	25.00'	38.29'	35.31'	S52°24'34"W
C14	90°04'54"	955.00'	318.05'	318.58'	N74°31'07"E
C15	90°04'54"	955.00'	318.05'	318.58'	N74°31'07"E
C16	120°03'03"	945.00'	219.79'	219.39'	N78°02'03"W
C17	90°75'50"	25.00'	39.47'	35.49'	N82°46'04"E

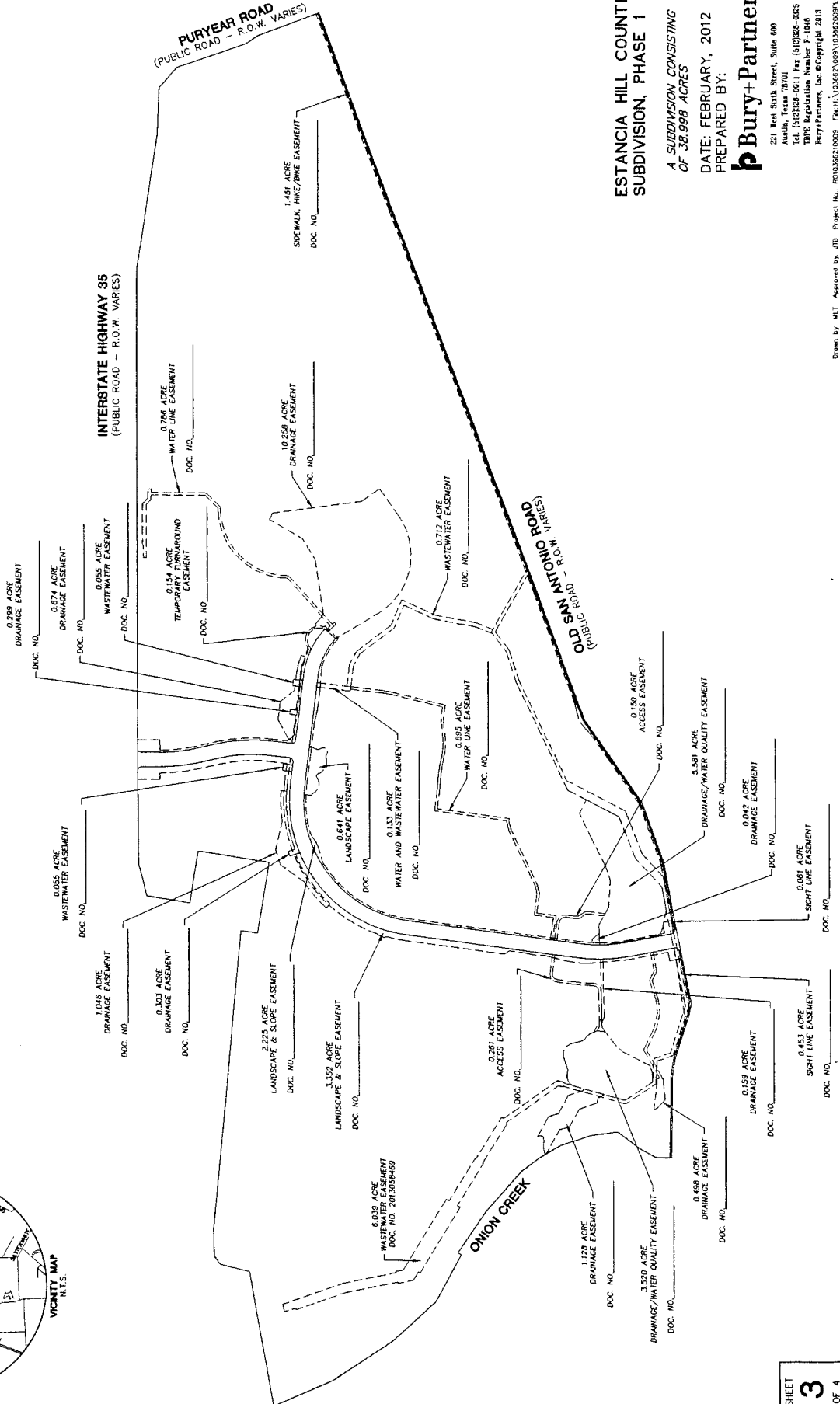
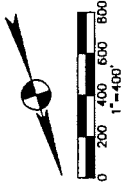
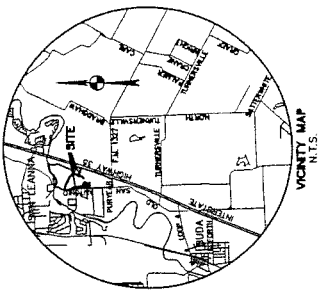
ESTANCIA HILL COUNTRY SUBDIVISION, PHASE 1

A SUBDIVISION CONSISTING OF 38,998 ACRES

DATE: FEBRUARY, 2012
 PREPARED BY:

Bury + Partners
 221 West Sixth Street, Suite 600
 Austin, Texas 78701
 Tel. (512)359-8011 Fax (512)359-8025
 TDD Registration Number F-1068
 Bury+Partners, Inc. Copyright 2013

ESTANCIA HILL COUNTRY SUBDIVISION, PHASE 1 EASEMENT DETAILS



**ESTANCIA HILL COUNTRY
SUBDIVISION, PHASE 1**

A SUBDIVISION CONSISTING
OF 36.998 ACRES

DATE: FEBRUARY, 2012

PREPARED BY:

Bury+Partners

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512) 382-0011 Fax: (512) 382-8825
www.burypartners.com
Bury+Partners, Inc. © Copyright 2012

Drawn by: M.L.T. Approved by: JTB. Project No.: RFD036210009. File No.: V:\036210009\036210009.dwg

C8J-2009-0142.1A

H:\036210009\036210009.dwg May 1, 13 10:24 AM by: mlojofa

ESTANCIA HILL COUNTRY SUBDIVISION, PHASE 1

GENERAL NOTES:

- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEM.
- WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARDS, PLANS AND SPECIFICATIONS, AND SUBMITTED TO THE CITY OF AUSTIN WATER AND WASTEWATER DEPARTMENT FOR REVIEW.
- 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 AND THE STATE OF TEXAS. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITTING AND REGULATORY REQUIREMENTS FROM THE CITY OF AUSTIN AND THE STATE OF TEXAS. THE SUBDIVISION MAY NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
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- OFF STREET LOADING AND UNLOADING FACILITIES SHALL BE PROVIDED ON ALL COMMERCIAL AND INDUSTRIAL LOTS.
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STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS §
 COUNTY OF TRAVIS §
 THAT SIF III - ONION CREEK, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, SIF III PROPERTY GP, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, BY AND THROUGH ITS SOLE AND MANAGING MEMBER, STRATFORD LAND FUND III, L.P., A DELAWARE LIMITED LIABILITY COMPANY, MANAGED BY STRATFORD PARTNER, STRATFORD FUND III MANAGER, BEING THE LIMITED LIABILITY COMPANY REPRESENTED BY _____, AS THE GENERAL PARTNER OF SIF III PROPERTY GP, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SIF III - ONION CREEK, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SIF III - ONION CREEK, L.P., BY DEED OF RECORD IN DOCUMENT NO. _____ OF LAND, AS CONVEYED TO SIF III - ONION CREEK, L.P. BY DEED OF RECORD IN DOCUMENT NO. SA033899 ACRES OF LAND IN SUBDIVISION, PHASE 1, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS HEREIN, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED BUT NOT LIMITED TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND TITLE 30 OF THE AUSTIN CITY CODE.

STATE OF TEXAS §

BY: _____ DATE _____
 SIF III - ONION CREEK, L.P.
 5949 SHERRY LANE, SUITE 1750
 DALLAS, TEXAS 75225

STATE OF TEXAS §

COUNTY OF DALLAS §
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2013, BY _____

THE MANAGER OF STRATFORD FUND III GP, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF SIF III PROPERTY GP, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, THE SOLE AND MANAGING MEMBER OF SIF III PROPERTY GP, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF SIF III - ONION CREEK, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SIF III - ONION CREEK, L.P., BY DEED OF RECORD IN DOCUMENT NO. _____ OF LAND, AS CONVEYED TO SIF III - ONION CREEK, L.P. BY DEED OF RECORD IN DOCUMENT NO. SA033899 ACRES OF LAND IN SUBDIVISION, PHASE 1, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS HEREIN, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED BUT NOT LIMITED TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND TITLE 30 OF THE AUSTIN CITY CODE.

STATE OF TEXAS §

COUNTY OF TRAVIS §
 I, DANA DEBAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2013, A.D., THE _____ DAY OF _____, 2013, A.D., THE _____ DAY OF _____, 2013, A.D., I, DANA DEBAUVOIR, CLERK OF THE COUNTY COURT, 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 _____, 2013, A.D.

STATE OF TEXAS §

COUNTY OF TRAVIS §
 I, DANA DEBAUVOIR, 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 _____, 2013, A.D. AT _____ O'CLOCK _____ M., AND _____ O'CLOCK _____ M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____, 2013, A.D.

STATE OF TEXAS §

COUNTY OF TRAVIS §
 I, DANA DEBAUVOIR, 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 _____, 2013, A.D. AT _____ O'CLOCK _____ M., AND _____ O'CLOCK _____ M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____, 2013, A.D.

STATE OF TEXAS §

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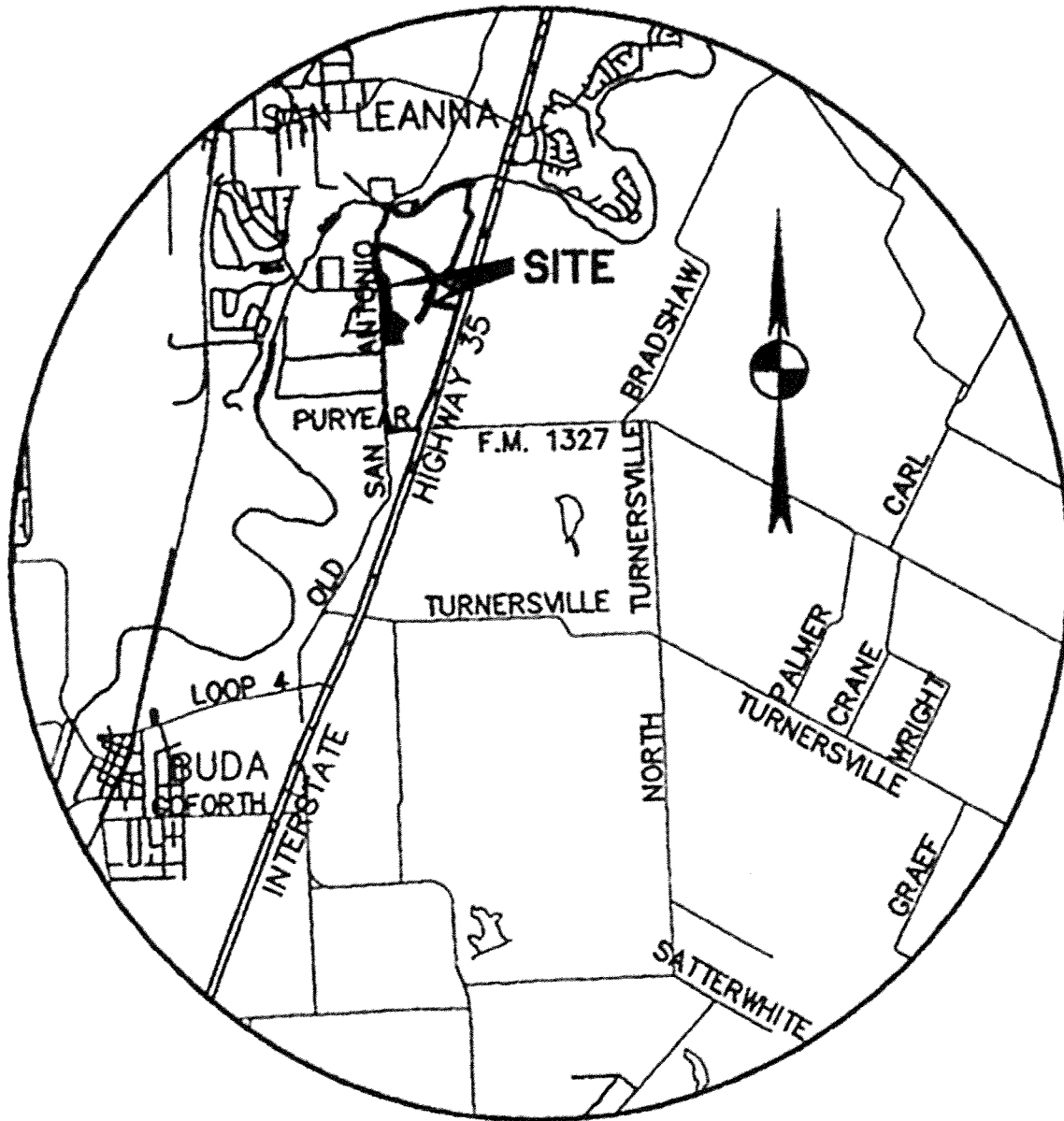
STATE OF TEXAS §

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STATE OF TEXAS §

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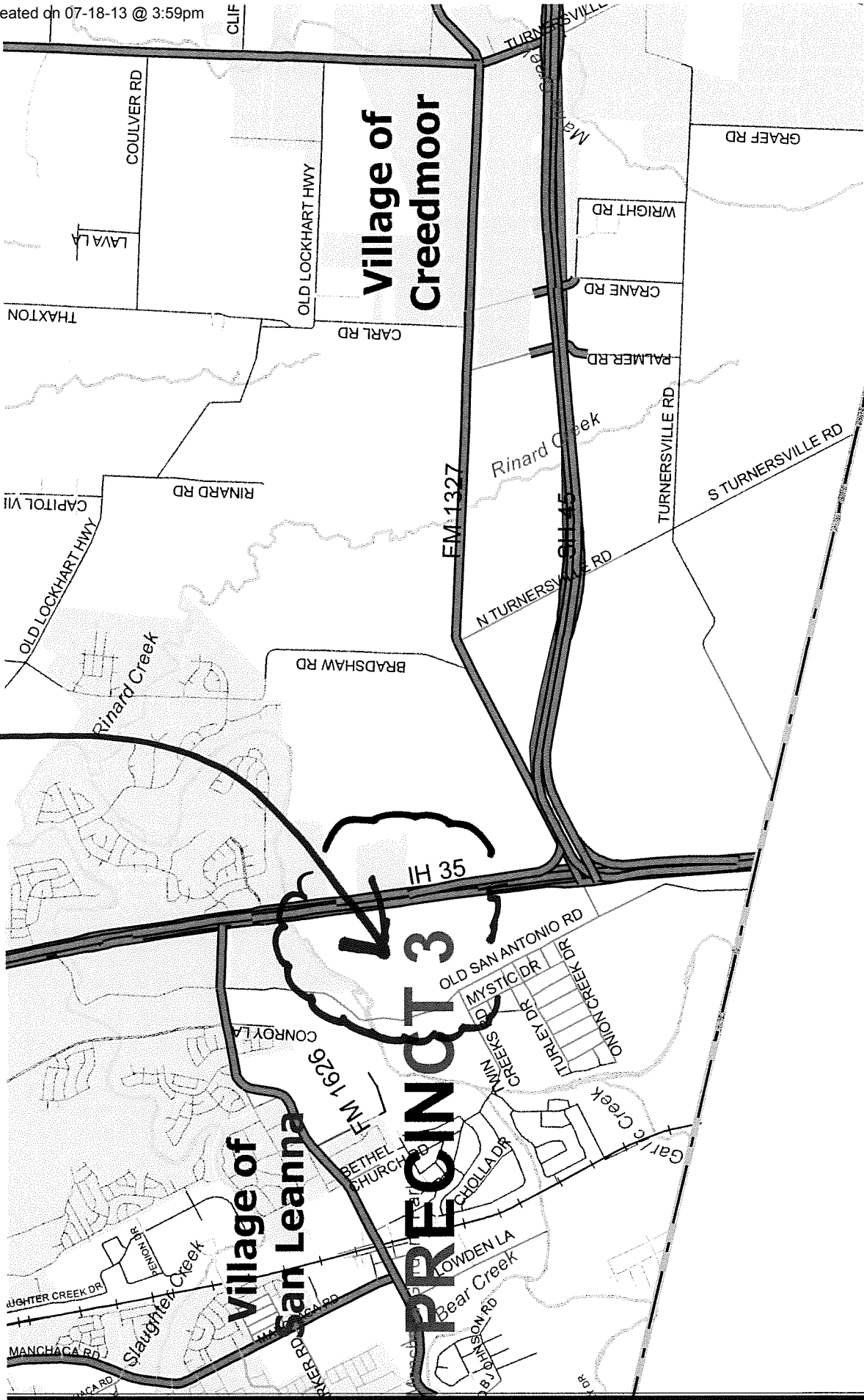
Estancia Hill Country Phase 1 Location Map



VICINITY MAP
N.T.S.

CLIF

Size Area



Village of Creedmoor

Village of San Leanna

PRECINCT 3





Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By: Paul Scoggins

Phone #: (512) 854-7619

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests in Precinct Three:

- A) Cash Security Agreement for Senna Hills, Section 8;
- B) Cash Security Agreement for Senna Hills, Section 9; and
- C) Cash Security Agreement for Senna Hills, Section 10.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivisions requests to enter into three Cash Security Agreements with Travis County. These agreements will replace the already posted bonds for the street and drainage facilities within the three sections. All three sections are recorded subdivisions and are in the process of being accepted for maintenance.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

Approving these agreements will allow the developer to have the current bonds released. The required amount of fiscal posted will remain unchanged.

FISCAL IMPACT AND SOURCE OF FUNDING:

NA.

EXHIBITS/ATTACHMENTS:

Request Letter

Cash Security Agreements

Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	Development Services	(512)-854-7561

CC:

AB:SM:ps

1101 - Development Services Long Range Planning- Senna Hills, Sections 8, 9, & 10

TaylorMorrison

TAYLOR MORRISON
OF TEXAS, INC.

Austin Division

11200 Lakeline Blvd.
Suite 150A
Austin, TX 78717

p. (512) 328-8866
f. (512) 328-7988

taylormorrison.com

June 24, 2013

Mr. Paul Scoggins
Travis County
Transportation and Natural Resources
700 Lavaca Street
Travis County Admin. Building
Austin, Texas 78701

Re: Senna Hills Cash Security

Dear Paul:

Enclosed are the following with regard to the Senna Hills project:

1. Cash Security Agreement for Senna Hills, Section 8 in the amount of \$22,650.40
2. Cash Security Agreement for Senna Hills, Section 9 in the amount of \$23,052.69
3. Cash Security Agreement for Senna Hills, Section 10 in the amount of \$19,401.37
4. Check in the amount of \$65,104.66 for the three Agreements

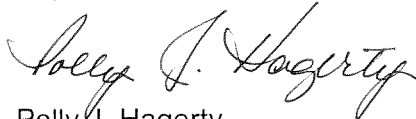
I understand that the Agreements need to be approved by Travis County Commissioners Court in order for the bonds to actually be released. We would appreciate your scheduling this approval as soon as possible, and letting me know the date they are to go before the Court.

As the bonds have been in existence for a number of years, the address on them is outdated. Therefore, once the replacement is approved, please return the bonds to me at the address above. I will then deliver them to our Corporate Risk Manager who will be able to get them to the proper location for cancellation.

Please let me know if you need anything else. Thanks for your help with this!

Sincerely,

Taylor Morrison of Texas, Inc.



Polly J. Hagerty
Land Contracts and Closing Associate

PJH
Enclosures

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Taylor Morrison of Texas, Inc. (fka Taylor Woodrow Homes – Austin Division, Ltd.)

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$22,650.40

SUBDIVISION: Senna Hills, Section 8

DATE OF POSTING: June 21, 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 CASH SECURITY AGREEMENT (this “Agreement”). Travis County (the “County”) may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

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

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

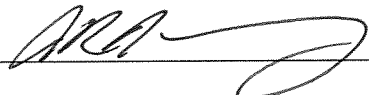
Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the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

Cash Security Agreement
Page 2

DEVELOPER

**Taylor Morrison of Texas, Inc. (fka
Taylor Woodrow Homes – Austin
Division, Ltd.)**

ADDRESS OF DEVELOPER

By: 
Name: Adib R. Khoury
Title: VP
Date: 6-21-13

11200 Lakeline Blvd., Ste 150A
Austin, Texas 78717
Phone: 512-328-8866

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Taylor Morrison of Texas, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$23,052.69

SUBDIVISION: Senna Hills, Section 9

DATE OF POSTING: June 21, 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 CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

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Cash Security Agreement
Page 2

DEVELOPER

Taylor Morrison of Texas, Inc.

By: 

Name: Adib R. Khoury

Title: VP

Date: 6-21-13

ADDRESS OF DEVELOPER

11200 Lakeline Blvd., Ste 150A

Austin, Texas 78717

Phone: 512-328-8866

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Taylor Morrison of Texas, Inc. (fka Taylor Woodrow Homes – Austin Division, Ltd.)

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$19,401.37

SUBDIVISION: Senna Hills, Section 10

DATE OF POSTING: June 21, 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 CASH SECURITY AGREEMENT (this “Agreement”). Travis County (the “County”) may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

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

Cash Security Agreement
Page 2

DEVELOPER

**Taylor Morrison of Texas, Inc. (fka
Taylor Woodrow Homes – Austin
Division, Ltd.)**

ADDRESS OF DEVELOPER

By: 
Name: Adib R. Khoury
Title: VP
Date: 6-21-13

11200 Lakeline Blvd., Ste 150A
Austin, Texas 78717
Phone: 512-328-8866

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

2008-00030

PHOTOGRAPHIC MYLAR

SENNA HILLS SECTION EIGHT

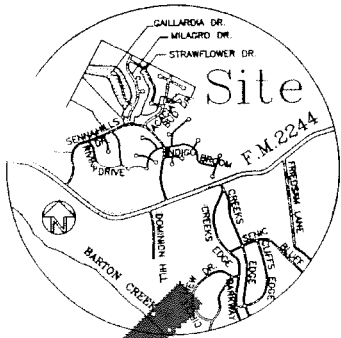
LEGEND

- ▲ BENCHMARK
- 1/2" IRON PIN FOUND
- CONCRETE MONUMENT SET
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- E.E. ELECTRICAL EASEMENT
- SIDEWALKS

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	374.85	243.00	240.71	N34°36'48"W	37°28'38"
C2	374.85	212.35	208.59	S34°36'48"E	37°28'38"
C3	275.00	138.17	137.89	N30°22'22"W	28°59'45"
C4	325.00	198.78	195.70	S33°23'48"E	35°2'41"
C5	25.00	31.67	28.59	N81°9'24"W	72°34'21"
C6	60.00	287.32	73.95	N24°36'58"E	283°55'5"
C7	25.00	16.32	16.13	S32°13'28"E	31°23'40"
C8	25.00	12.37	12.25	S27°42'11"E	28°21'22"
C9	25.00	3.94	3.94	S46°24'1"E	13°40'30"

SCALE 1" = 100'



LOCATION MAP

5
P.U.E. & D.E.
11.077 ACRES

114
P.U.E.
518 ACRES

SENNA HILLS SECTION SEVEN
28.855 ACRES
DOC. NO. 200500138

SENNA HILLS SECTION SIX
31.394 ACRES
DOC. NO. 200500138

115
P.U.E. & D.E.
10.028 ACRES

PROPOSED
SENNA HILLS SECTION NINE
17.585 ACRES
SENNA HILLS, LTD.
VOL. 11696 PG. 66
JOHN G. MUSTAIN SURVEY NO. 40, ABST. 2636
J. M. TEAGUE SURVEY NO. 40, ABST. 2502

LAND USE SUMMARY
SINGLE FAMILY LOTS: 22
P.U.E. & D.E.: 1
TOTAL LOTS: 23
TOTAL ACREAGE: 12.487 ACRES
DENSITY: 1.76 UNITS/ACRE

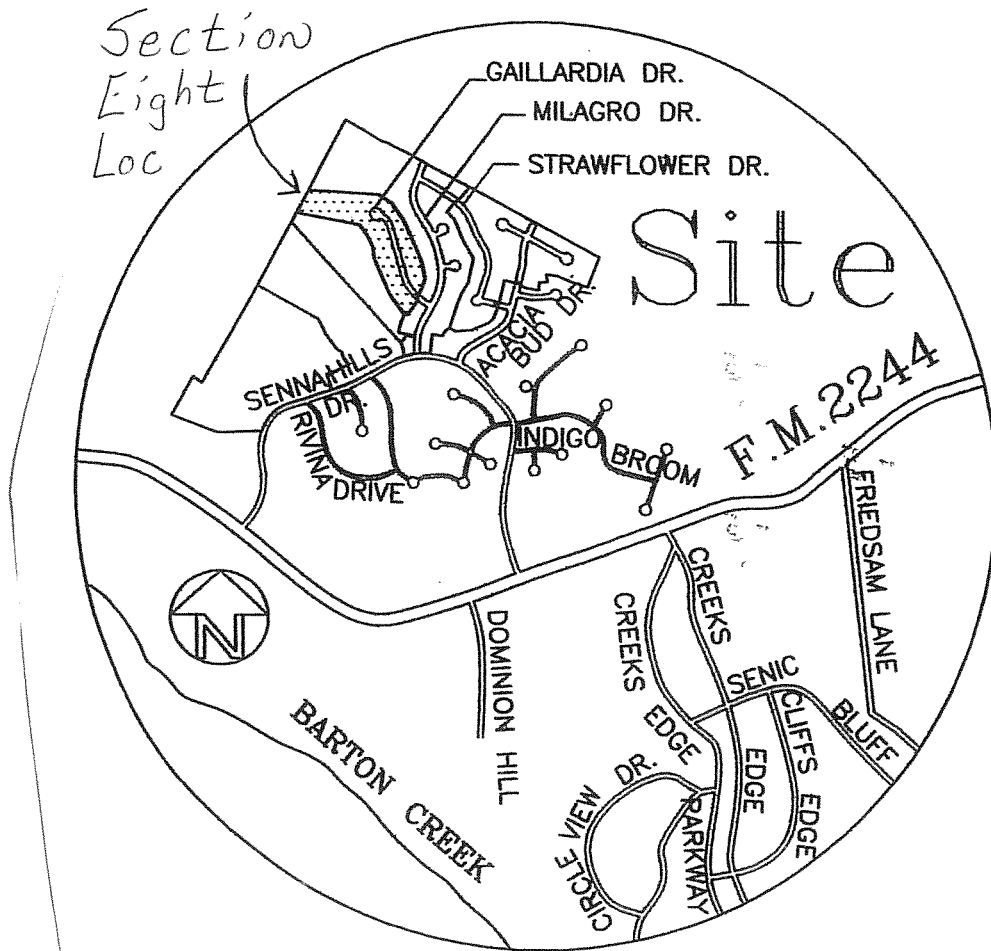
STREET LENGTHS
GALLARDIA DRIVE (50' ROW): 976'
TOTAL: 976'

AUPPERLE COMPANY

Engineering, Planning & Development Services
10088 Circleview Drive Austin, Texas 78733 512 422-7838

C8J-92-0080.05.6A SHEET 3 OF 3

OCTOBER 5, 2004

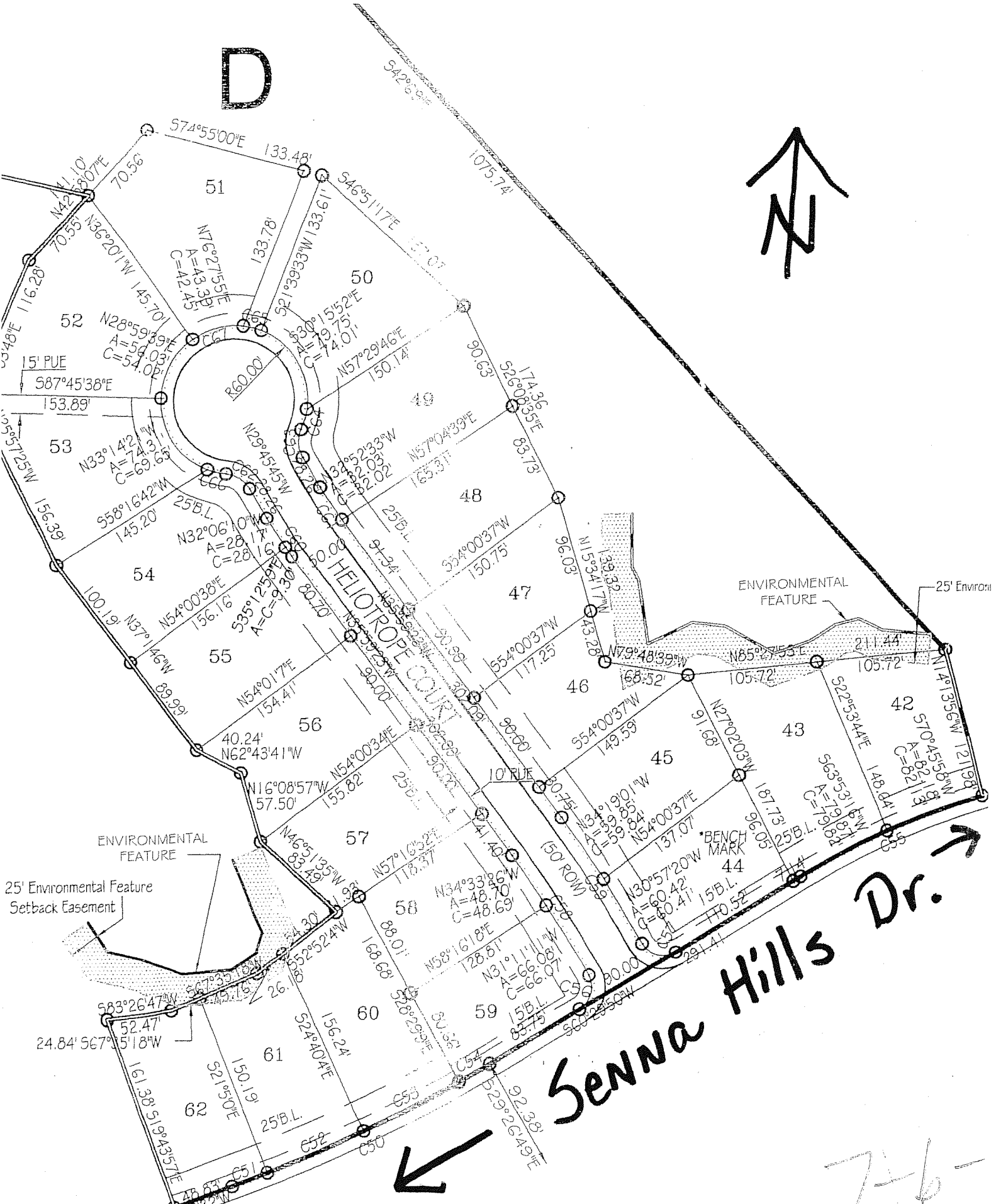


LOCATION MAP
NTS

SENNA HILLS SECTION EIGHT

SENNA HILLS SECTION NINE

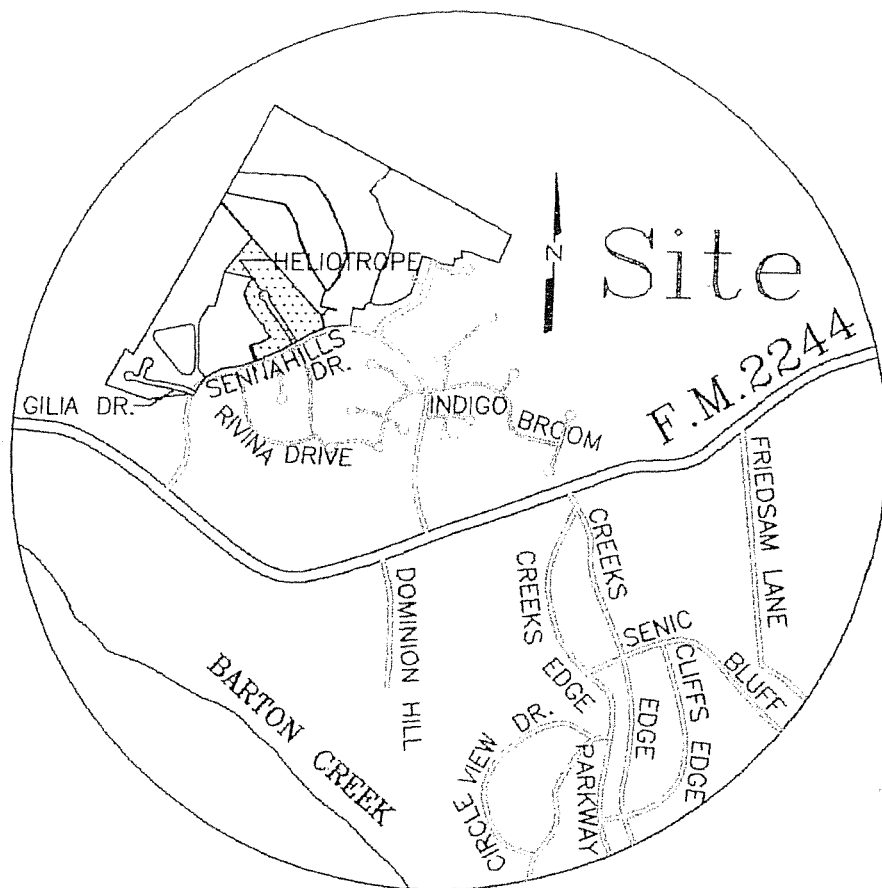
D



Senna Hills Dr.

76

SENNA HILLS SECTION NINE



LOCATION MAP
NTS

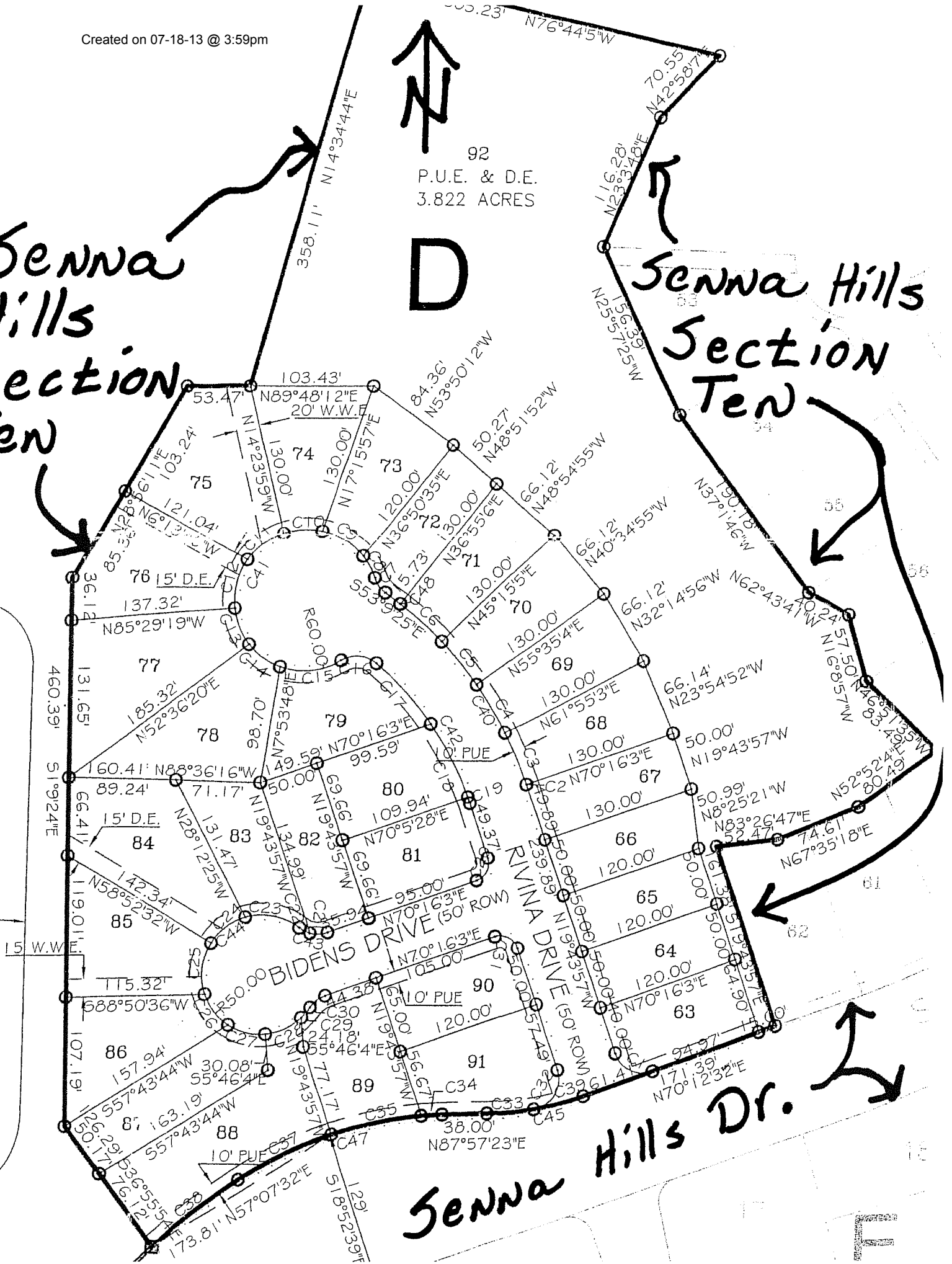


92
P.U.E. & D.E.
3.822 ACRES

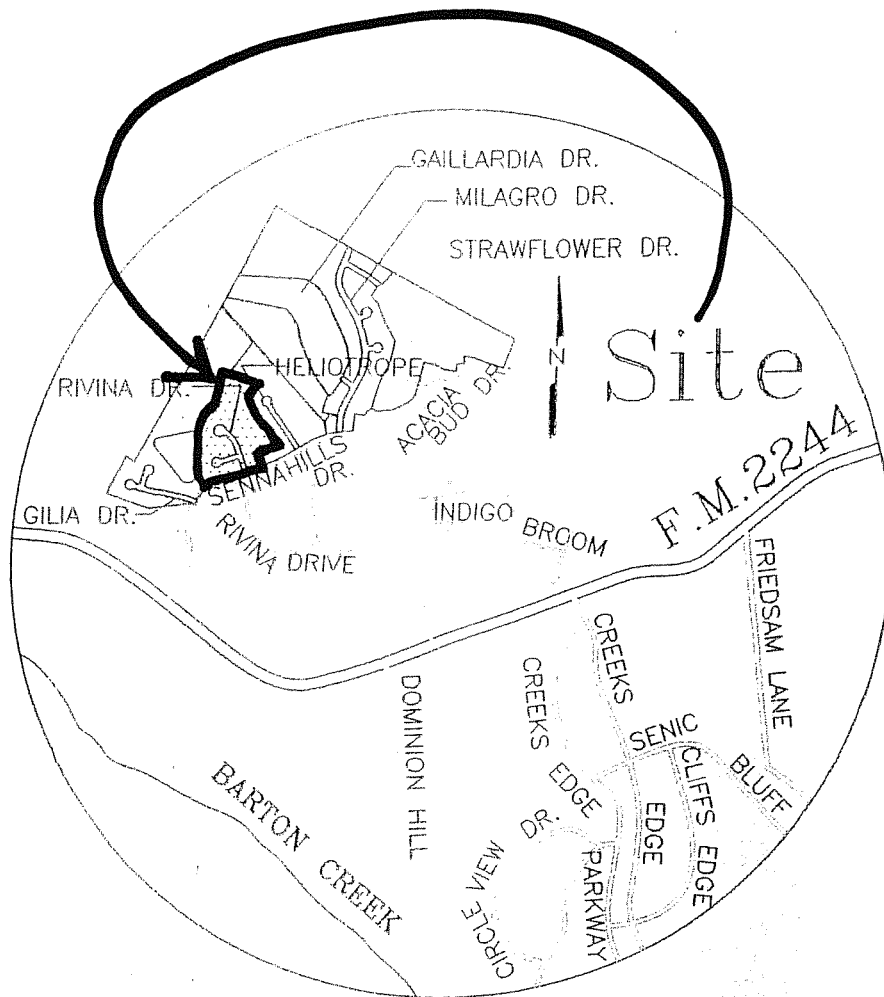
D

Senna Hills
Section
Ten

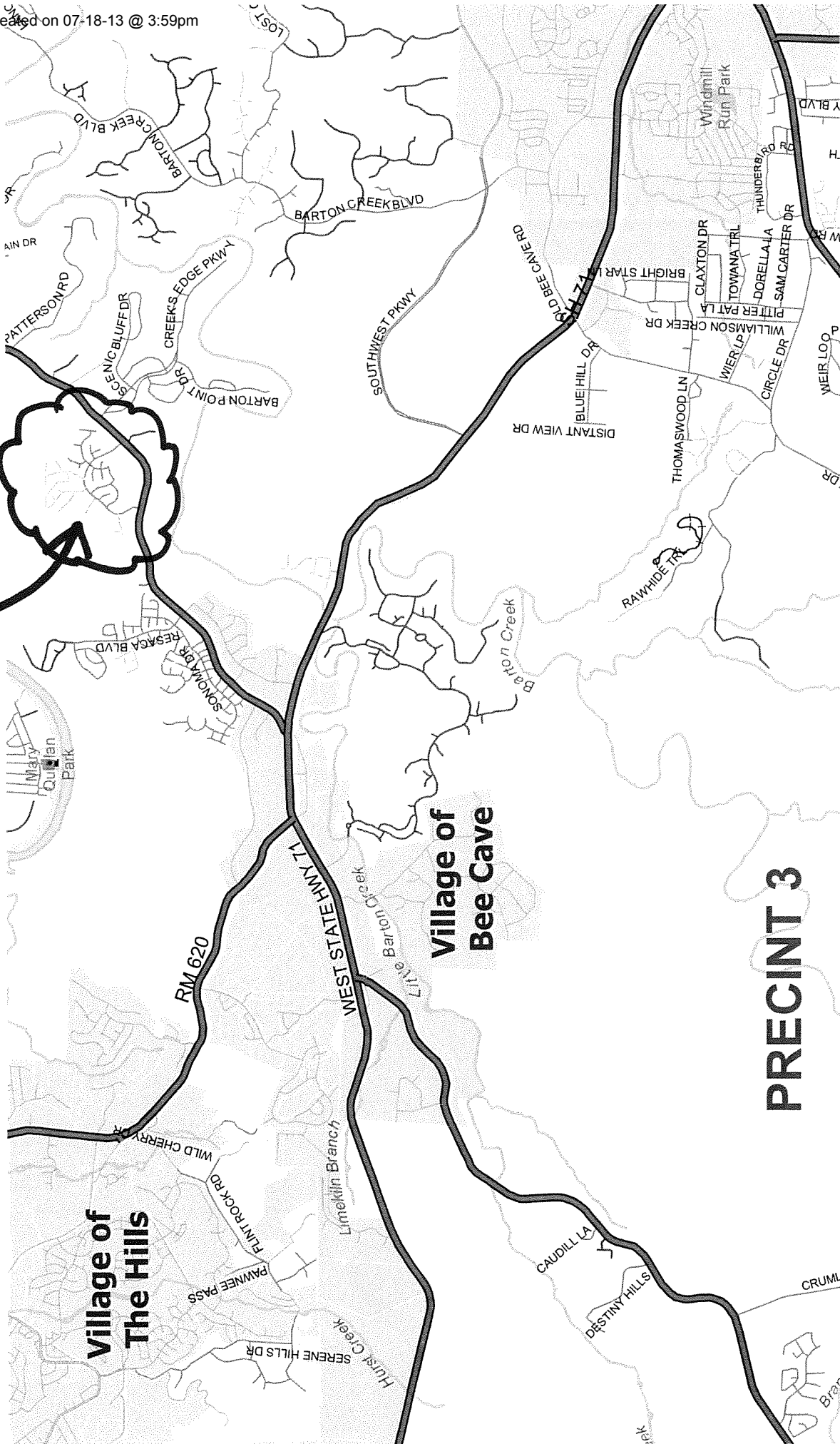
Senna Hills
Section
Ten



SENNA HILLS SECTION TEN



Site

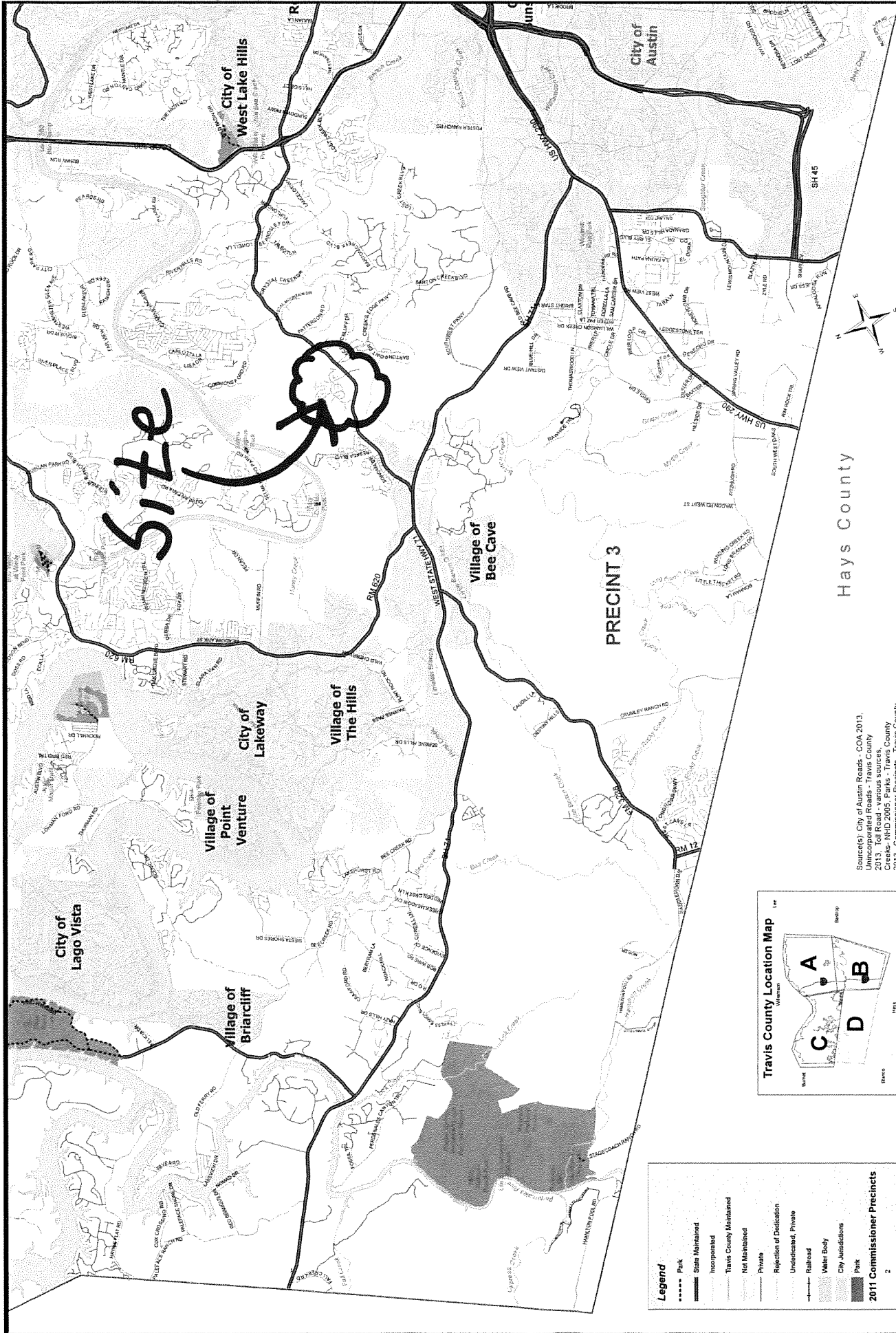


Village of The Hills

Village of Bee Cave

PRECINCT 3

CRUMLEY BRANCH

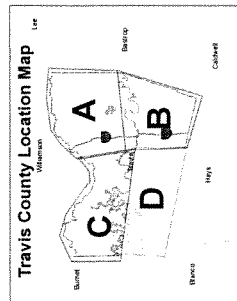


Map Prepared by Travis County,
Dept. of Transportation & Natural
Resources Date 02/20/13



Hays County

Sources: City of Austin Roads - COA 2013,
Unincorporated Roads - Travis County
2013, Toll Road - various sources,
Creeks- NHD 2005, Parks - Travis County
2013, Commissioner Precincts - Travis County
Voter Registrar 2011



Legend

- Park
- State Maintained
- Interim Road
- Travis County Maintained
- Not Maintained
- Private
- Right-of-Way Dedication
- Undedicated, Private
- Railroad
- Water Body
- City Jurisdiction
- Park

2011 Commissioner Precincts

- 2
- 3

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey. Travis County has prepared this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Travis County Roadways, Map D



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By: Paul Scoggins **Phone #:** (512) 854-7619

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

AB

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate several three foot wide public utility easements located along the common lot lines of Lots 61, 62, and 63 of Edgewater Beach, Section 2 – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate several three foot wide public utility easements (PUEs) located along the common lot lines of Lots 61, 62, and 63 of Edgewater Beach, Section 2. The easements are dedicated per plat note. The subject lots front on sections of Overlook Circle, Timberline Drive, and Crawfish Lane. All three streets are maintained by Travis County.

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

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR staff recommends the request.

ISSUES AND OPPORTUNITIES:

According to the request letter the existing home encroaches in the subject easements. To re-finance the home and property, these encroachments need to be remedied. Vacating the subject easements will allow the property owner to move forward with their re-financing plans.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes
Request Letter
Utility Statements
Sign Affidavit and Pictures
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	Development Services	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR-Permits	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Edgewater Beach, Section 2

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of several three foot wide public utility easements located along the common lot lines of Lots 61, 62, and 63 of Edgewater Beach, Section 2 as recorded at Book 9, Page 93 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 July 23, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the several three foot wide public utility easements located along the common lot lines of Lots 61, 62, and 63 of Edgewater Beach, Section 2, 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 BRUCE TODD
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT "A"
PG. 1 OF 3

EASEMENT RELEASE AREA

BEING A 2310 SQUARE FOOT TRACT OF LAND, MORE OR LESS, OUT OF THE BEATY, SEALE & FORWOOD SURVEY NO. 42. AND KNOWN AS LOT 61, LOT 62 & LOT 63, EDGEWATER BEACH, SECTION 2, A SUBDIVISION OF RECORD IN VOLUME 9, PAGE 93 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS CONVEYED TO WILLIAM C. ALEXANDER IN DEED BOOK 13335 PAGE 1537, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 3.0 FOOT PUBLIC UTILITY EASEMENT (P.U.E.) CREATED BY SAID EDGEWATER BEACH, SECTION 2 SUBDIVISION; SAID 2310 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" rebar found in the southwest intersection of Crawfish Lane and Timberline Drive, as shown on the aforementioned Edgewater Beach Section 2 plat, and along the south right of way of Timberline Drive, N 83°21'35"W a distance of 96.98 feet; from which a ½" rebar bears N 83°21'35" W, a distance of 3.00 feet, said rebar begin the north west corner of Lot 61 and the north east corner of lot 62 of said Edgewater Beach, Section 2 subdivision, for the **PLACE OF BEGINNING**,

THENCE, departing said Timberline Drive and crossing Lot 61 of said Edgewater Beach, Section 2 subdivision, S 06°22'21" W, a distance of 238.11 feet to a point, said point being located in the south line of said Lot 61, and said point being located in the north common line of a parcel of land known as Tract 2, as recorded in Document No. 2002020606, Official Public Records of Travis County, Texas,

THENCE, along and with the common line of the aforementioned Lot 61 and Tract 2, passing a ½" rebar at 3.20 feet, for the southwest corner of Lot 61 and being the southeast corner of Lot 63 of said Edgewood Beach Section 2 subdivision, N66°39'18"W, a total distance of 6.29 feet to a point,

THENCE, departing the north line of Tract 2 and crossing Lot 63 of said Edgewater Beach Section 2 subdivision, the following two (2) courses;

- 1.) N 06°22'21" E, a distance of 134.17 feet to a point,
- 2.) N 54°48'40" West, a distance of 148.78 feet to a point, said point being located in the east right of way of Overlook Circle, from which a ½" rebar was found at the northwestern corner of Lot 63 and the northeastern corner of Lot 64 of said Edgewater Beach Section 2, which bears S 48°20'12" W, a distance of 56.92 feet;

PG. 2 OF 3

THENCE, along the eastern right of way of Overlook Circle, N 48°20'12" E, a distance of 3.06 feet to a ½ " rebar found, said point being the northeast corner of Lot 63 and the northwest corner of Lot 62, of the aforementioned Edgewater Beach Section 2 subdivision,

THENCE, continuing along the eastern right of way of Overlook Circle, N 39°20'03" E, a distance of 3.01 feet to a point,

THENCE, departing the eastern right of way of Overlook Circle, and crossing Lot 62 of the aforementioned Edgewater Beach Section 2 subdivision, the following two (2) courses,


A) S 54°48'40" E, a distance of 144.56 feet to a point,

B) N 06°22'21" E, a distance of 97.47 feet to a point, said point being located in the south right of way of Timberline Drive, from which a ½" rebar was found at the south east intersection of Timberline Drive and Overlook Circle, said rebar being the northern corner of said Lot 62, which bears N 47°24'23" W, a distance of 91.30 feet,

THENCE, along the south right of way of Timberline Drive and the north line of Lot 62, S 47°24'23" E, a distance of 3.72 feet to an ½" rebar found, said point being the northeastern corner of said Lot 62 and the north western corner of Lot 61 of said Edgewater Beach, Section 2 subdivision,

THENCE, along the south right of way of Timberline Drive and the north line of the aforementioned Lot 61, S 83°21'35" E, a distance of 3.00 feet to the **PLACE OF BEGINNING** hereof and containing 2310 square feet of land, more or less.

THIS DESCRIPTION TO BE USED WITH THE ATTACHED SKETCH ONLY.


JOHN D. WILEY, JR., R.P.L.S. 5928
B & G SURVEYING, INC.
1404 W. NORTH LOOP BLVD.
AUSTIN, TEXAS 78756
(512) 458-6969, FAX: (512) 458-1129



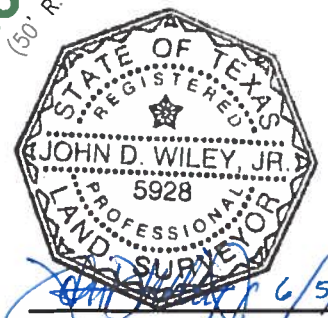
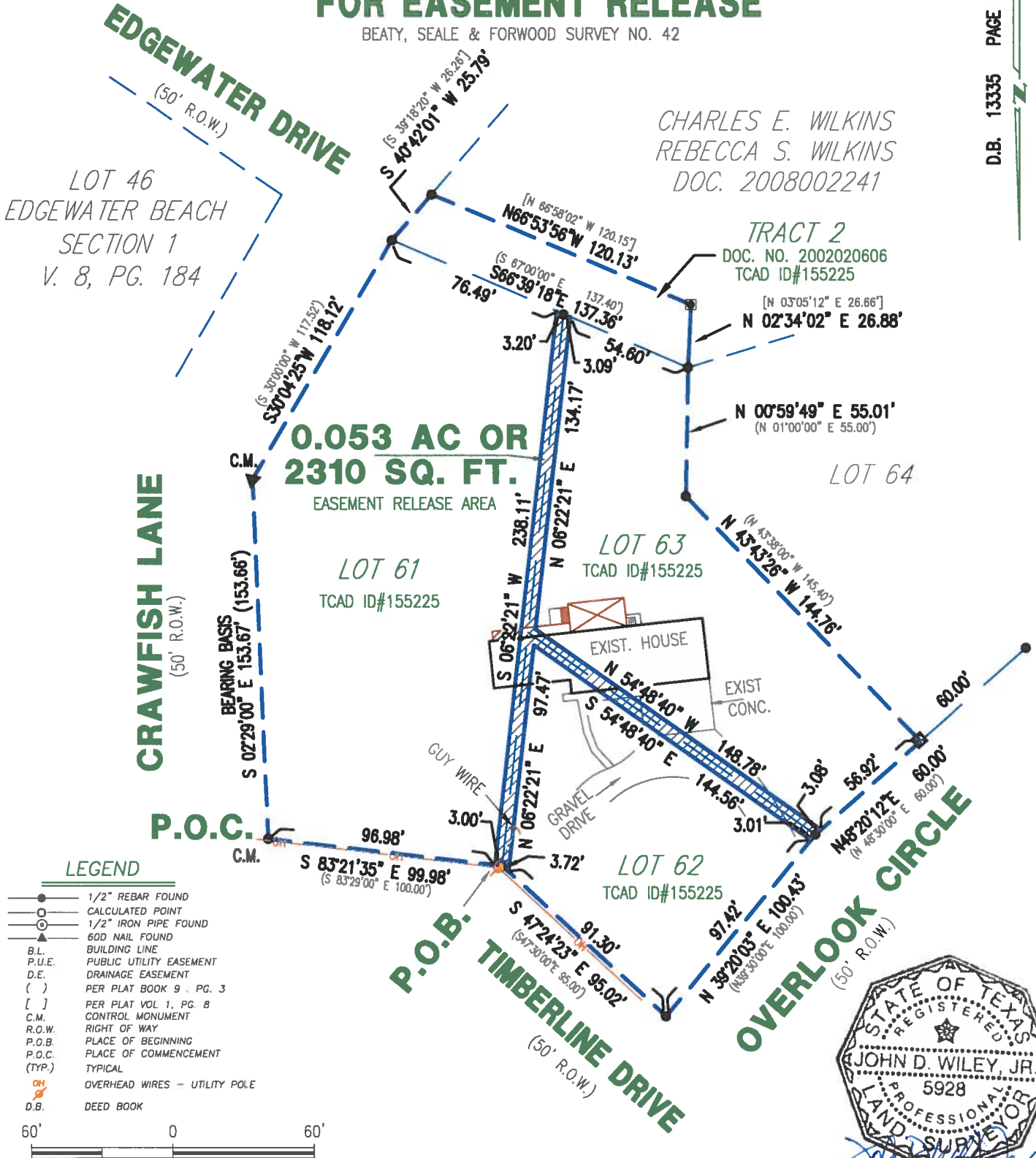

DATE

B0409813_er_legal
TCAD Parcel ID: 155225
<http://www.bandgsurvey.com>

SKETCH TO ACCOMPANY FIELD NOTES FOR EASEMENT RELEASE

BEATY, SEALE & FORWOOD SURVEY NO. 42

CHARLES E. WILKINS
REBECCA S. WILKINS
DOC. 2008002241



JOHN D. WILEY, JR. DATE
TEXAS R.P.L.S. # 5928

I, JOHN D. WILEY, JR. LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF TEXAS HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS LEGAL DESCRIPTION AND SKETCH WERE BASED ON AN ON THE GROUND SURVEY, THAT ALL PROTRUSIONS AND ENCROACHMENTS INTO THE EASEMENT AREA ARE ACCOUNTED FOR INCLUDING BUT NOT LIMITED TO BUILDING FOOTPRINT, EAVES AND ROOF OVERHANGS AND ALL VISIBLE IMPROVEMENTS WHATSOEVER

EXHIBIT 'B'
SHEET NO: 3 OF 3

JOB #: B0409813_ER
DATE: 06/05/13
SCALE: 1" = 60'



B & G SURVEYING, INC.
DEWEY H. BURRIS & ASSOCIATES, INC.
Surveyed by: B & G Surveying, Inc.

WWW.BANDGSURVEY.COM
1404 West North Loop Blvd. Austin, Texas 78756
Office 512*458-6969, Fax 512*458-9845

June 6, 2013

TO:

Mr. Paul Scoggins
TRANSPORTATION AND NATURAL RESOURCES
700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

From:

William C. Alexander
1225 Overlook Circle
Spicewood, TX 78669
512-560-0774

Dear Mr. Scoggins,

I request that Travis County vacate the utility easements which are interior to my property located at 1225 Overlook Circle, Spicewood, TX, and consisting of lots 61, 62, and 63, on Plat recorded in Volume 9, Page 93, Plat Records, TCT. The easements requested to be released are along the westerly lot line of Lot 61; along the easterly lot line of Lot 62 and Lot 63; along the southerly lot line of Lot 62; and along the northerly lot line of Lot 63;

This request is being made so as to enable a title company to issue a full title policy on my property as required by the mortgage company that will refinance my house and property. The current easements encroach on my house, and are not needed by any utility, as they are interior to my property. Easements on the periphery of my property are to be left intact.

I have attached easement releases from all three utilities which are in my area – PEC, AT&T, and Time Warner. Our area has wells and septic, and is unincorporated, so we have no water or wastewater utilities.

Best Regards,



William C Alexander

RECEIVED
JUN 06 2013
TRAVIS COUNTY - TNR
PERMITS DEPARTMENT



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware corporation, GRANTOR, AND William C. Alexander, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Lots 61, 62 and 63, Edgewater Beach Section 2, Deed of record in Volume 13335, Page 01537, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Book 9, Page 93, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

The three foot (3') public utility easement, except guying easements, along the common property lines between Lots 61 and 62, Lots 62 and 63, and Lots 61 and 63, 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 17 day of May, 2013.

SOUTHWESTERN BELL TELEPHONE COMPANY

Anthony Michetich

Name : *Anthony Michetich*

Title: *Mgr. Oper. Plan & Engng Design*

THE STATE OF Texas
COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY MICHETICH, 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 Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 17th day of May, 2013.

Christopher E. Barham
Notary Public in and for the State of Texas
My Commission Expires 03/20/2017



RELEASE OF EASEMENT

Chicago Title has the original, they are holding until closing

STATE OF TEXAS ∞
COUNTY OF TRAVIS ∞

KNOW ALL MEN BY THESE PRESENTS: *kim martinez 512-480-8353*

WHEREAS, the previous owner/developer of all lots in Edgewater Beach, Section Two, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted a public utility easement and an electric easement to Pedernales Electric Cooperative, Inc., a corporation for utility purposes covering property situated within Edgewater Beach, Section Two, Travis County, Texas; and,

WHEREAS, said public utility easement referred to hereinabove includes and is comprised of all lots in Edgewater Beach, Section Two, as recorded in Volume 9, Page 93, of the Plat Records in Travis County, Texas, and an electric easement as recorded in Volume 2021, Page 523 of the Deed Records in Travis County, Texas; and,

WHEREAS, William C. Alexander as current owner of Lots 61, 62, and 63, Edgewater Beach, Section Two, desires that the said three foot (3') public utility easement and the two foot (2') electric easement along the common property lines between Lots 61 and 62, Lots 62 and 63, and Lots 61 and 63, Edgewater Beach, Section Two, Travis County, Texas, be abandoned and released in full, except guying easements; and,

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property through the remaining public utility easement as granted in the plat and the electric easement granted by separate document as shown above;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the three foot (3') public utility easement and the two foot (2') electric easement, except guying easements, along the common property lines between Lots 61 and 62, Lots 62 and 63, and Lots 61 and 63, Edgewater Beach, Section Two, Travis County, Texas, and referred to hereinabove.

EXECUTED: May 6, 2013

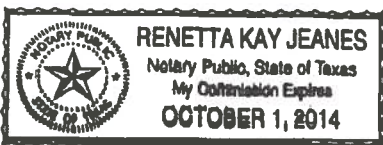
PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: *[Signature]*
Nathan Burns
Director of District Operations

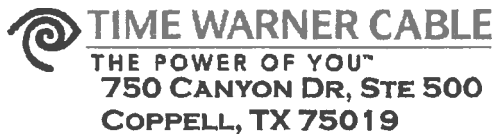
THE STATE OF TEXAS ∞
COUNTY OF BURNET ∞

BEFORE ME, the undersigned authority, on this day personally appeared Nathan Burns, Director of District Operations of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE May 6, 2013.



Renetta Kay Jeanes
Notary Public in and for the State of Texas



May 29, 2013

William and Jean Alexander
1225 Overlook Circle
Spicewood, TX 78669

SUBJECT: Abandonment of Easement for 1225 Overlook Circle, Spicewood TX, 78669.

We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants a portion of the requested abandonment for 1225 Overlook Circle, Spicewood TX, 78669.

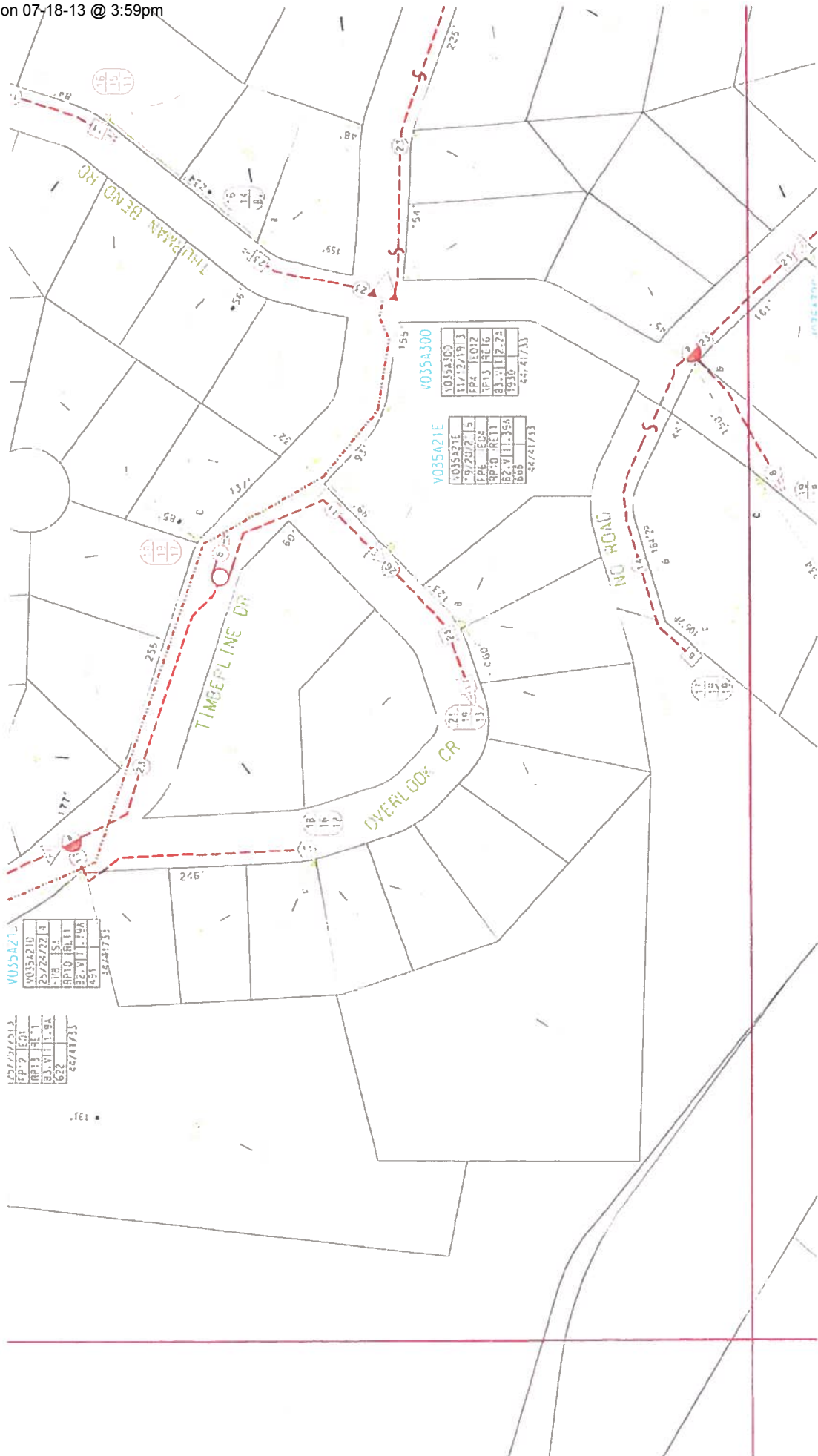
TWC retains the right of access to any remaining partial or full utility easements on the property for the purpose of future construction or maintenance of existing facilities.

If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to west-engineering-relo@twcable.com. Please share this information with whoever needs these services.

Sincerely,

Marty Morelan



PEDERNALES ELECTRIC COOPERATIVE, INC.

APPLICATION FOR EASEMENT RELEASE

Application is hereby made for the release of the following easement as described below:

The easement is on property legally described as:

Subdivision / Section: Edgewater Beach, Sec 2

Lot and Block No: 61, 62, 63

Plat book volume/page: Volume 9 Page 93, Plat Records, Travis Co

Street Address: 1225 Overlook Circle Spicewood, TX

Provide common description of the easement requested for release, indicating the amount of the easement to be released (provide a survey or plat of the area with the area to be released highlighted)

SEE ATTACHMENT "A" & "B"

Property Owner's Name: William C. Alexander and Jean Marie Alexander as Co Trustees of the William C. Alexander and

Mailing Address: Jean Marie Alexander Family Trust, 1225 Overlook Circle Spicewood, TX 78669

Telephone No: () _____

(Note: If multiple owners are joining in this request, the complete names, addresses, and phone numbers on each must be attached.)

Proposed use of area to be released (describe): residential structure built in the 1960's "encroaches" above easements as recited. Continued use of residential structure and desiring to remove encroachment

The undersigned Owner/Applicant/Agent understands that processing of this Easement Release Application will be handled in accordance with the procedure for request of Release of Easements. It is further understood that acceptance of this application does not obligate Pedernales Electric Cooperative, Inc. to release the subject area.

Signed by: _____

Dated: _____

FOR PEC USE ONLY:	
<input type="checkbox"/> APPROVED	_____
<input type="checkbox"/> DISAPPROVED	_____
	BY: _____

ATTACHMENT "A"

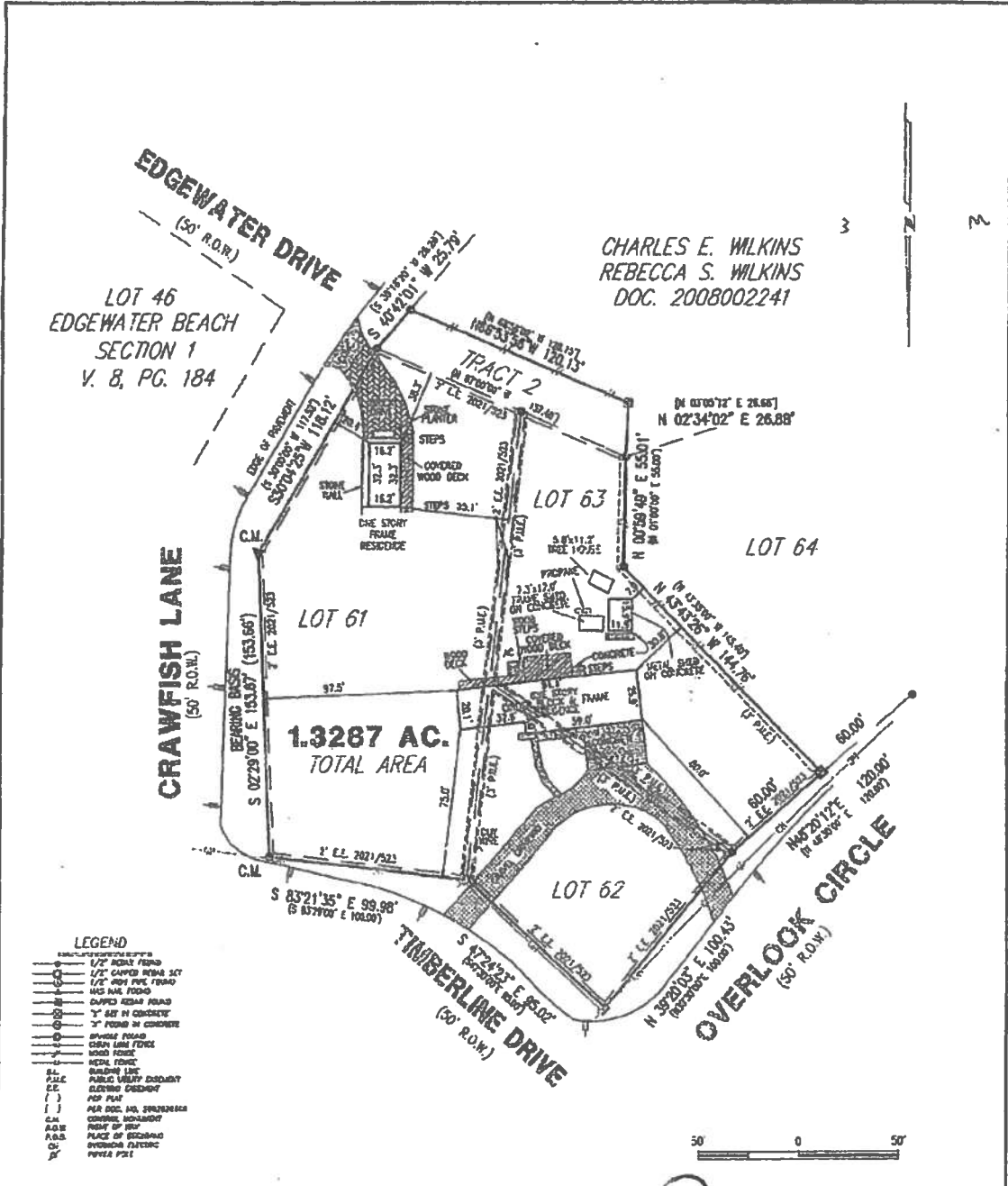
Release:

The 3' public utility easement (as set out on Plat recorded in Volume 9, Page 93, Plat Records, TCT) along the westerly lot line of Lot 61; along the easterly lot line of Lot 62 and Lot 63; along the southerly lot line of Lot 62; and along the northerly lot line of Lot 63;

AND

The 2' electric easement (as set in in Instrument recorded in Volume 2021, Page 523, Deed Records of TCT) along the westerly lot line of Lot 61; along the easterly lot line of Lot 62 and Lot 63; along the southerly lot line of Lot 62; and along the northerly lot line of Lot 63.

ATTACHMENT "R"



Notes:
1) Subject to restrictions and easement rights as stated in 713/314, 2021/150, Dead Records, 12838/1937, Real Property Records, Doc.'s 2008022545, 200510508A, Official Public Records and in 9/93, Plat Records.
2) Easements to the Lower Colorado River Authority in 823/389, 655/241, & 655/24, do not affect this plat.

VICTOR M. GARZA
PROFESSIONAL LAND SURVEYOR
4740

Victor M. Garza

TO THE UNDERSIGNED AND / OR PRESUBSCRIBED TO THE INSTRUMENT HEREIN AND TO CHICAGO TITLE INSURANCE COMPANY BYVA COMPASS BANK

I DO HEREBY CERTIFY TO HAVE LISTED HEREON THAT THIS SURVEY WAS THIS DAY MADE ON THE ORIGINAL UNDER MY SUPERVISION, OF THE PROPERTY LOCUS DESCRIBED HEREON, IS PREPARED IN ACCORDANCE TO THE RULES, COMPANION REFERENCES HEREON, AND THAT THERE ARE NO UNRECORDED EASEMENTS, ENCUMBRANCES OR INTERESTS SUPERSEDING OR AFFECTING THE RIGHTS OF PLAC, EXCEPT AS SHOWN HEREON.

FLOOD CERTIFICATION

THIS AREA IS NOT DESIGNATED AS BEING IN A SPECIAL FLOOD HAZARD AREA PER FEMA'S FLOOD INSURANCE RATE MAP # 1843 H, DATED 02/14/05. IT IS REPRESENTED AS IN ZONE "X", HOWEVER, AS THE PRESENT TIME, NO ELEVATIONS, CORRELATE, OR FLOOD STUDIES HAVE BEEN PERFORMED AND INFORMATION IS BASED SOLELY UPON SHAD MAP. THE SURVEYOR DOES NOT ASSUME RESPONSIBILITY AS TO ANY INFORMATION PROVIDED SHAD MAP AND DOES NOT IMPLY THAT THE SURVEYOR HAS OR WILL BE FREE OF FLOOD CHANGE. FOR FURTHER INFORMATION CONTACT YOUR FLOOD PLAN ADMINISTRATOR.

SENDING LOTS 61, 62, & 63, EDGEWATER BEACH, SECTION 2, A SUBDIVISION OF RECORD IN VOLUME 9, PAGE 93 OF THE PLAT RECORDS OF TRANS COUNTY, TEXAS AND TRACT 2 CONVEYED IN DOCUMENT NO. 2008006606 OF THE OFFICIAL PUBLIC RECORDS OF TRANS COUNTY, TEXAS.

STREET ADDRESS: 1225 OVERLOOK CIRCLE CITY SPICEWOOD COUNTY TRAMS STATE OF TEXAS

REFERENCE NAME: WILLIAM C. ALEXANDER

G.P. #: CTA-07-CTA130072004

B & G SURVEYING, INC.
DEWEY H. BURRIS & ASSOCIATES, INC.
Surveyed by: *Dewey H. Burris & Associates*
www.BANDGSURVEY.COM
1404 West North Loop Blvd, Austin, Texas 78756
Office 512-458-8888, Fax 512-458-9845

JOB #: 80409813_TSW
DATE: 04/24/13
SCALE: 1"= 50'

FIELD BY	DATE	BY
CRD BY	DATE	BY
DRYED BY	DATE	BY
CHECKED BY	DATE	BY

RELEASE OF EASEMENT

STATE OF TEXAS ∞
COUNTY OF TRAVIS ∞

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the previous owner/developer of all lots in Edgewater Beach, Section Two, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted a public utility easement and an electric easement to Pedernales Electric Cooperative, Inc., a corporation for utility purposes covering property situated within Edgewater Beach, Section Two, Travis County, Texas; and,

WHEREAS, said public utility easement referred to hereinabove includes and is comprised of all lots in Edgewater Beach, Section Two, as recorded in Volume 9, Page 93, of the Plat Records in Travis County, Texas, and an electric easement as recorded in Volume 2021, Page 523 of the Deed Records in Travis County, Texas; and,

WHEREAS, William C. Alexander as current owner of Lots 61, 62, and 63, Edgewater Beach, Section Two, desires that the said three foot (3') public utility easement and the two foot (2') electric easement along the common property lines between Lots 61 and 62, Lots 62 and 63, and Lots 61 and 63, Edgewater Beach, Section Two, Travis County, Texas, be abandoned and released in full, except guying easements; and,

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property through the remaining public utility easement as granted in the plat and the electric easement granted by separate document as shown above;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the three foot (3') public utility easement and the two foot (2') electric easement, except guying easements, along the common property lines between Lots 61 and 62, Lots 62 and 63, and Lots 61 and 63, Edgewater Beach, Section Two, Travis County, Texas, and referred to hereinabove.

EXECUTED: May 6, 2013

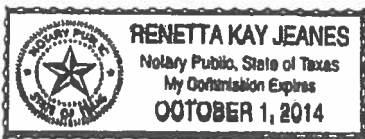
PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: *Nathan Burns*
Nathan Burns
Director of District Operations

THE STATE OF TEXAS ∞
COUNTY OF BURNET ∞

BEFORE ME, the undersigned authority, on this day personally appeared Nathan Burns, Director of District Operations of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE May 6, 2013.



Renetta Kay Jeanes
Notary Public in and for the State of Texas



PEDERNALES ELECTRIC COOPERATIVE, INC.

APPLICATION FOR EASEMENT RELEASE

In order to process the release of an easement, it is necessary that you furnish us with the following items:

1. An application for Easement Release completed and signed by the Applicant.
2. A survey plat, if available, of the area being requested for release showing all property lines, improvements on the property, all easements contained on the property with special reference to the easement to be released.
3. If the easement being requested for release was dedicated and recorded by separated instrument, a copy of said instrument must also accompany the application. These documents are obtainable at the County Clerk's office in the respective county in which the document is recorded.
4. A cover letter may include specific information not included in the above, i.e. special circumstances or conditions such as closing dates which you believe will assist PEC staffs in the processing of the request.
5. A processing fee of \$300.00 must accompany application. Application fee is to be paid by all applicants, including government entities. This fee is non-refundable regardless of ultimate action by Pedernales Electric Cooperative, Inc.

Upon receipt of the above items, your request will be researched. Assuming the release can be granted we will prepare the necessary documents. Please allow a minimum of 30 working days for processing.

If we are unable to grant your request we will contact you immediately. If you have any questions, please contact the District Engineering Supervisor at the office listed below or call toll free at (888) 554-4732.

Please submit your request and direct your questions to:

Pedernales Electric Cooperative
Engineering Department
P. O. Box 750
Marble Falls, Texas 78654



TRANSPORTATION AND NATURAL RESOURCES

Steven M. Manilla, P.E., County Executive
700 Lavaca Street - 5th Floor
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

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

A Public Notice of Vacation sign for several three foot wide public utility easements was posted on July 1, 2013, along the southeasterly corner of the intersection of Overlook Circle and Timberline Drive at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 3 DAY OF July, 2013.

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

cc: Garcia (sign shop)

M:\PERMITS\Vacate\13PUE\09-OverlookCircle\SignRequest-OverlookCircle.doc



NOTICE OF PUBLIC HEARING

JULY 23 2013 AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION
TO APPROVE THE VACATION OF SEVERAL
THREE FOOT WIDE PUBLIC UTILITY
EASEMENTS LOCATED ALONG THE COMMON
LOT LINES OF LOTS 61, 62, AND 63 OF
EDGEWATER BEACH, SECTION 2 -
A SUBDIVISION IN PRECINCT THREE
AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET
(FIRST FLOOR) AUSTIN
FOR MORE INFORMATION CALL 854-9383



NOTICE OF PUBLIC HEARING

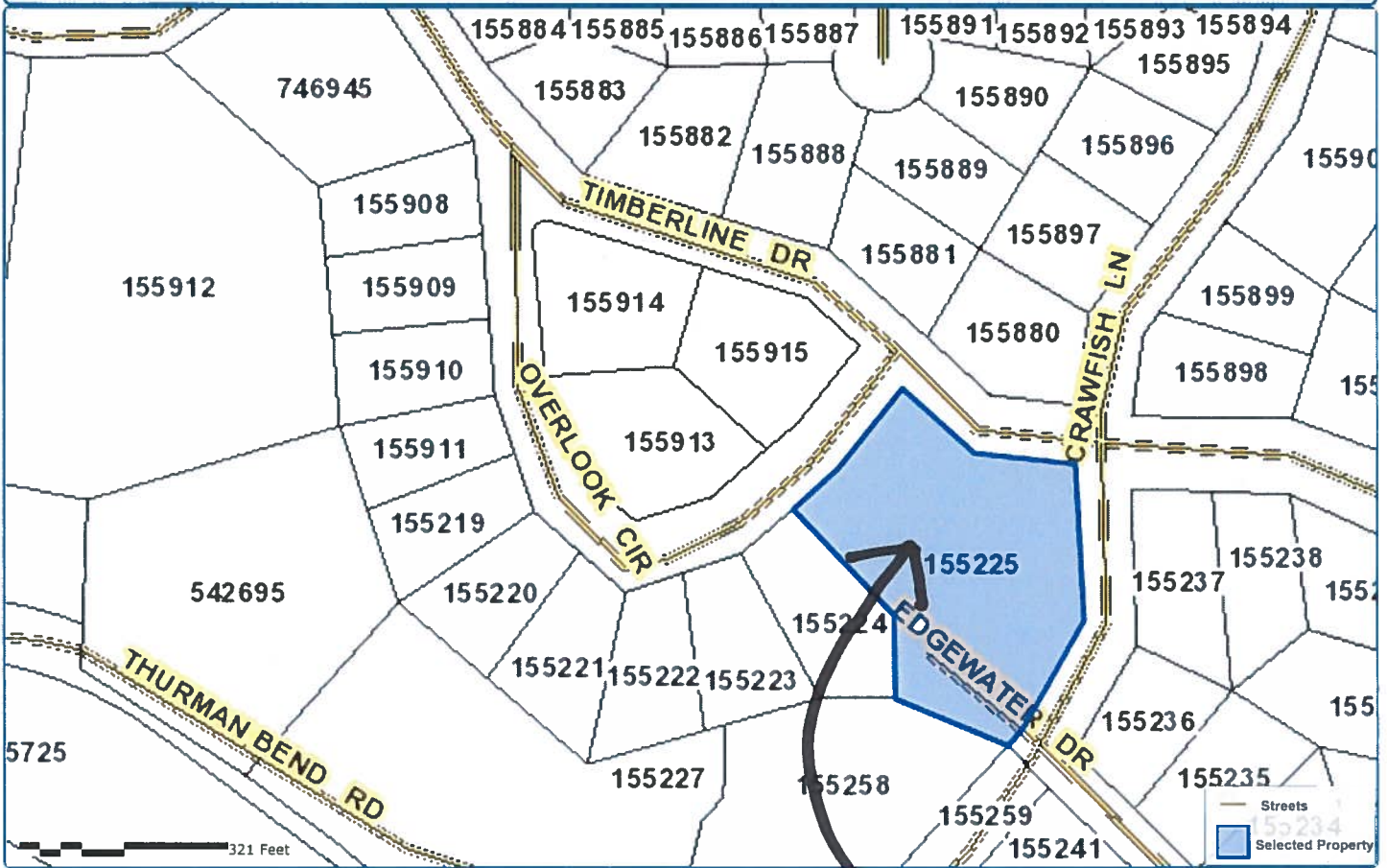
JULY 23, 2013 AT 9:00 AM

**PUBLIC UTILITY EASEMENT VACATION
TO APPROVE THE VACATION OF SEVERAL
THREE FOOT WIDE PUBLIC UTILITY
EASEMENTS LOCATED ALONG THE COMMON
LOT LINES OF LOTS 61, 62, AND 63 OF
EDGEWATER BEACH, SECTION 2 –
A SUBDIVISION IN PRECINCT THREE**

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

FOR MORE INFORMATION CALL 854-9383

Travis CAD - Map of Property ID 155225 for Year 2013



Property Details

Account

Property ID: 155225
Geo ID: 0154830108
Type: Real

Legal Description: LOT 61-63 EDGEWATER BEACH SEC 2 PLUS .074AC OF VAC STR

Location

Situs Address: 1225 OVERLOOK CIR TX 78669
Neighborhood: Q3000
Mapsc0: 458Z
Jurisdictions: 0A, 03, 07, 2J, 77

Owner

Owner Name: ALEXANDER WILLIAM C
Mailing Address: , 1225 OVERLOOK CIR, , SPICEWOOD, TX 78669-1701

Property

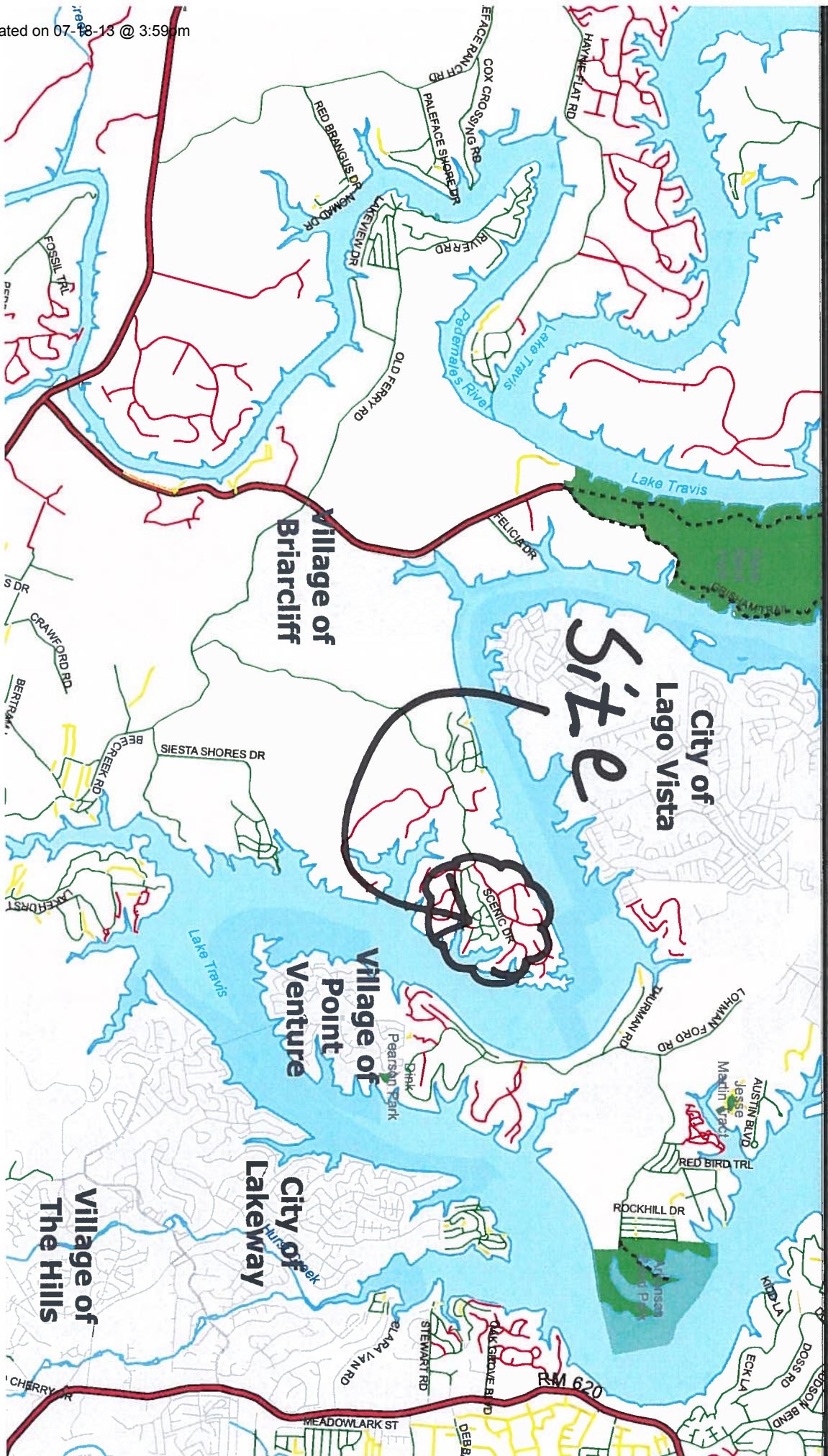
Appraised Value: \$142,525.00

Site

<http://propaccess.traviscad.org/Map/View/Map/1/155225/2013>

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
- Interpreted
- Travis County Maintained
- Not Maintained
- Private
- Right-of-Way Discrepancy
- Understand, Private
- Railroad
- Water Body
- City Jurisdiction

2011 Commissioner Precincts

- 2
- 3

Travis County Location Map

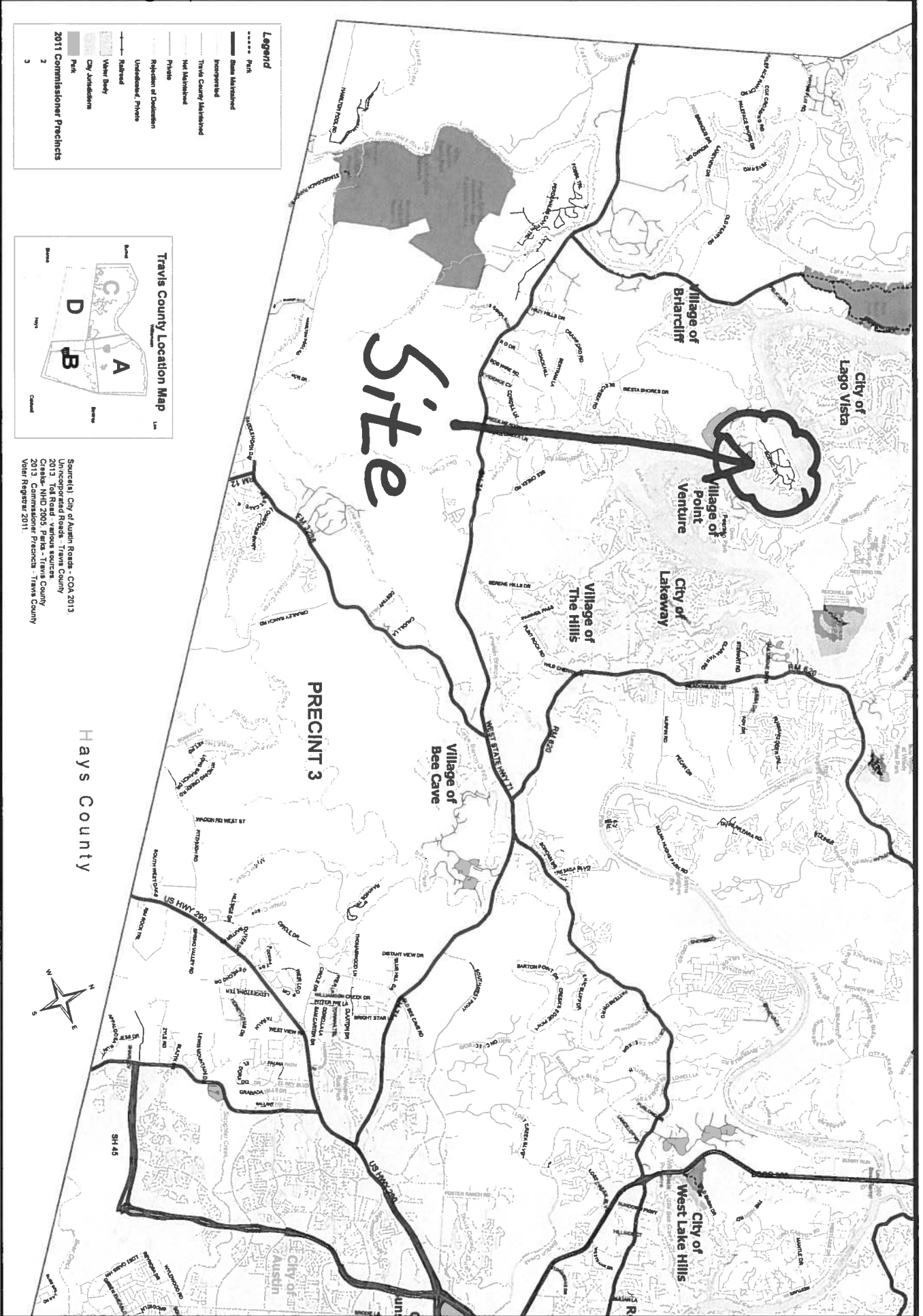
Sources: City of Austin Roads - CDA 2013
 Unincorporated Roads - Travis County
 2013 Toll Road - various sources
 Create - NHD 2005, Parks - Travis County
 2013 Commissioner Precincts - Travis County
 Voter Registrar 2011

Hays County



Map Prepared by Travis County
 Dept. of Transportation & Natural
 Resources
 Date: 5/21/2013

Travis County Roadways, Map D





Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By: Paul Scoggins **Phone #:** (512) 854-7619

Division Director/Manager: Anna Bowlin, Division Director of 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 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 88 and 89 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 88 and 89 of Apache Shores, First Installment. The easements are dedicated per plat note. The subject lots front on a section of Brass Buttons Trail that is maintained by Travis County.

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

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR staff recommends the request.

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
- Sign Affidavit and Pictures
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	Development Services	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR-Permits	(512) 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 88 and 89 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 July 23, 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 88 and 89 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 BRUCE TODD
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

Precise Land Surveying, Inc.

**4625 Eastover Drive
Mesquite, Texas 75149
(972) 681-7072 Fax (972) 279-1508**

Exhibit "A"

Being a 0.10 acre tract of land situated in the William Lohn Survey, Abstract No. 486, Travis County, Texas, being a portion of Lots 88 and 89, Apache Shores First Installment, a subdivision in Travis County, recorded in Volume 43, Page 29, Plat Records of Travis County, Texas, same being 5' Utility Easements extending over, through, across and along the common line of said Lots (to be vacated), and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2-inch iron rod on the east line of Brass Buttons Trail (50' right-of-way), being the common west corner of said Lot 88 and Lot 87;

THENCE South 04° 20' 30" East, along said east line, a distance of 55.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE North 85° 40' 00" East, departing said east line, a distance of 438.22 feet to a point on the east line of aforesaid Lot 88;

THENCE South 03° 19' 00" East, a distance of 10.00 feet to a point on the east line of aforementioned Lot 89;

THENCE South 85° 40' 00" West, a distance of 438.13 feet to a point on the aforementioned east line of Brass Buttons Trail and the west line of said Lot 89;

THENCE North 04° 20' 30" West, along said east line, a distance of 10.00 feet to the POINT OF BEGINNING and containing 4,382 square feet or 0.10 of one acre of land, more or less.

This is to declare that on this date a survey was made on the ground, under my direction and supervision, of the above described tract of land.

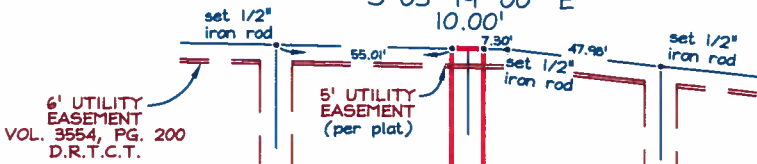


Registered Professional Land Surveyor

612-0891A

LAKE AUSTIN

S 03° 19' 00" E
10.00'



6' UTILITY EASEMENT
VOL. 3554, PG. 200
D.R.T.C.T.

5' UTILITY EASEMENT
(per plat)

5' UTILITY EASEMENT
VOL. 3554, PG. 200
D.R.T.C.T.

5' UTILITY EASEMENT
VOL. 3554, PG. 200
D.R.T.C.T.

N 85° 40' 00" E 438.31'
S 85° 40' 00" W 438.13'

5' UTILITY EASEMENT
(per plat)

5' UTILITY EASEMENT
(per plat)

130' MAXIMUM BUILDING LINE
(per plat)

LOT 88

LOT 89

LOT 87

LOT 90

POINT OF BEGINNING

10' UTILITY EASEMENT
VOL. 3554, PG. 200
D.R.T.C.T.

15' ROAD EASEMENT
VOL. 3822, PG. 1762
D.R.T.C.T.

10' EASEMENT
(per plat)

found 1/2" iron rod bears
N 31° 36' 22" E 0.44'

Found 1/2" iron rod

S 04° 20' 30" E
55.00'
N 04° 20' 30" W
120.00'

Found 1/2" iron rod

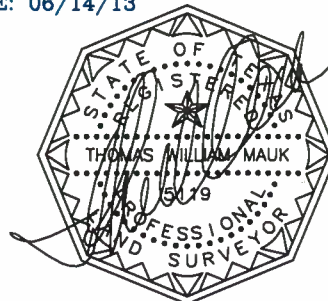
POINT OF COMMENCING

BRASS BUTTONS TRAIL
(50' R.O.W.)



DATE: 06/14/13

JOB NO: 612-0891A
TECH: JDJ



5' UTILITY EASEMENTS
ON THE COMMON LINE OF LOTS 88 & 89
TO BE ABANDONED
AS SHOWN ON PLAT
APACHE SHORES
FIRST INSTALLMENT
VOLUME 43, PAGE 29
PLAT RECORDS OF
TRAVIS COUNTY, TEXAS

6/3/2013

RECEIVED

JUN 05 2013

TNR

To Whom it May Concern,

This is request to vacate the easement between the two lots below. We need to install a septic system and the system will cross over the easement between the two lots. Please let me know if anything additional is needed. Thanks.

3011 Brass Buttons Trail Austin, TX 78734

Lot 88, Apache Shores First Installment, a subdivision in Travis County, Texas

&

Lot 89, Apache Shores First Installment, a subdivision in Travis County, Texas

Regards,

A handwritten signature in black ink, appearing to read 'Brian Berkle', with a stylized flourish at the end.

Brian Berkle



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY*, a Delaware corporation, GRANTOR, AND *Brian Berkle* 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 88 and 89, Apache Shores First Installment, Deed of record in Document 2013039768, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 43, Page 29, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 5 foot PUE along the common property lines of said Lots 88 and 89, described above,

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 17th day of May, 2013

SOUTHWESTERN BELL TELEPHONE COMPANY

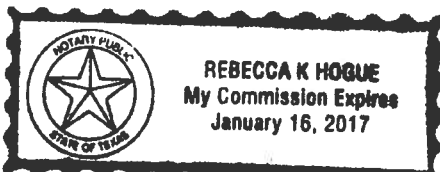
Name: DAVID D. WILLIAMS

Title: Lead OSP Plus 4 Entry Design

THE STATE OF TX
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared DAVID WILLIAMS, 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 Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 17th day of MAY, 2013.


Notary Public in and for the State of TEXAS
My Commission Expires 2017



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 3011 Brass Buttons Trail, Austin, Texas (address) and/or Lot 88 & 89, Apache Shores, First Installment (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

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

Signature
Sonny Poole

Printed Name
Mgr., PIRES

Title
Austin Energy

Utility Company or District
May 22, 2013

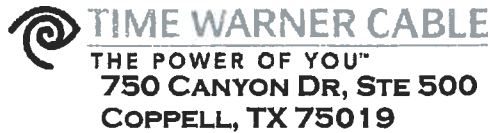
Date

Please return this completed form to:

Brian Berkle
Name

Address

City/State/Zip



May 24, 2013

Brian Berkle
3311 Brass Buttons Trail
Austin TX, 78734

SUBJECT: Abandonment of Easement at 3011 Brass Buttons Trail Austin TX, 78734.

We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grant the abandonment of easement for 3011 Brass Buttons Trail Austin TX, 78734.

If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to west-engineering-relo@twcable.com. Please share this information with whoever needs these services.

Sincerely,

Marty Morelan



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

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

UTILITY EASEMENT RELEASE APPLICATION

Date: 5/14/2013

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

Property Address: 3011 Brass Buttons Trail Austin TX 78734

Legal Description: Apache Shores 1st installment
Lot 88 + 89

A plat drawing with the easement highlighted must accompany this application

Applicant Name: Brian Berke

Address: 2927 Wrocton Rd
Houston TX 77005

Reason for Request: Easement passes through house +
where septic needs to be installed

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

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

Henry W. Marley 5.15.13
Signature Date

Reviewer Henry W. Marley

Deborah S. Gernes
Signature Date

Printed Name Deborah S. Gernes 5.15.13

General Manager
Title

Please return this completed form to:

Phone: 713-360-4888

Fax: _____

Email: Brian.berke@traviswater.com

Brian Berke
Name

2927 Wrocton Rd
Address

Houston TX 77005
City/State/Zip

City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

Steven M. Manilla, P.E., County Executive
700 Lavaca Street - 5th Floor
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

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

A Public Notice of Vacation sign for two five foot wide public utility easements was posted on July 1, 2013, along the east ROW line of Brass Buttons Trail at the common lot line of Lots 88 and 89 of Apache Shores, First Installment at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 3 DAY OF July, 2013.

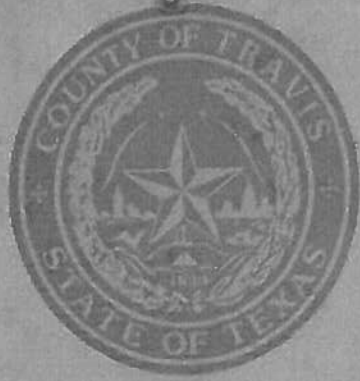
SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: TNR/R & B Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\13PUE\08-BrassButtons\SignRequest-BrassButtons.doc


NOTICE OF PUBLIC HEARING
 MAY 23, 2013 AT 9:00 AM
 PUBLIC UTILITY EASEMENT VACATION
 TO APPROVE THE VACATION OF TWO FIVE
 FOOT WIDE PUBLIC UTILITY EASEMENTS
 LOCATED ALONG THE COMMON LOT LINE
 OF LOTS 86, 80 & 89 OF APACHE SHORES
 FIRST INSTALLMENT
 IN PRECINCT THREE
 AT THE TRAVIS COUNTY
 COMMISSIONERS COURTROOM
 700 LAVACA STREET
 FIRST FLOOR / AUSTIN
 FOR MORE INFORMATION CALL 854-9383





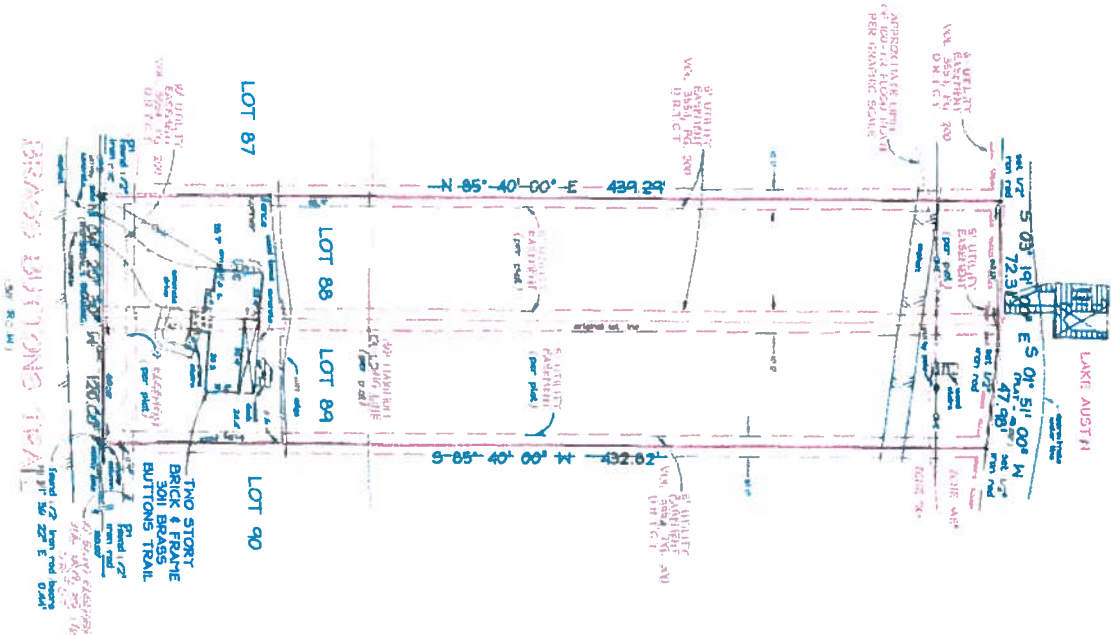
NOTICE OF PUBLIC HEARING

JULY 23, 2013 AT 9:00 AM

**PUBLIC UTILITY EASEMENT VACATION
TO APPROVE THE VACATION OF TWO FIVE
FOOT WIDE PUBLIC UTILITY EASEMENTS
LOCATED ALONG THE COMMON LOT LINE
OF LOTS 88 AND 89 OF APACHE SHORES,
FIRST INSTALLMENT — A SUBDIVISION
IN PRECINCT THREE**

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

FOR MORE INFORMATION CALL 854-9383



PROPERTY DESCRIPTION

Being Lots 88 and 89, Apache Shores First Installation, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 43, Page 29, of the Public Records of Travis County, Texas.

THIS IS TO DECLARE that on the date a survey was made on the ground, under my direction and supervision of the above described tract of land.

On the date the corners, right-of-way or other locatable markers of record of which the under-lyed has knowledge or has been advised are as shown or noted hereon.

A portion of the subject property appears to be within the limits of a 100-year flood hazard zone according to the map published by the Federal Emergency Management Agency, and has been designated as being in a Special Flood Hazard Area. It is the responsibility of the owner to be taken on a representation that the property will be used for construction purposes and is for the exclusive use of LSI Title Agency, Inc. only number 2 000/016 provided by the title company named hereon.

The survey is not to be construed as a warranty of title or as a representation of title under the provisions of the title insurance policy and all covenants and restrictions of record pertaining to the property.

NOTES:

CT - CONTROLLING POINT

HOUSE EXTENDS THROUGH 5 EASEMENTS ALONG THE ORIGINAL LOT LINE AND SACKAM

THIS PROPERTY IS AFFECTED BY THE FOLLOWING (10) EASEMENTS VOL. 1470 PG. 3594 S.B.P.R.C.T.

THIS PROPERTY IS NOT AFFECTED BY THE FOLLOWING (1) EASEMENT VOL. 281 PG. 54 D.R.T.C.T.

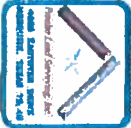
BEARINGS ARE BASED ON THE RECORDED PLAT REFERENCED ABOVE

Requesting a vacation of the easement between Lot 88 & Lot 89
 - Need to install a septic system



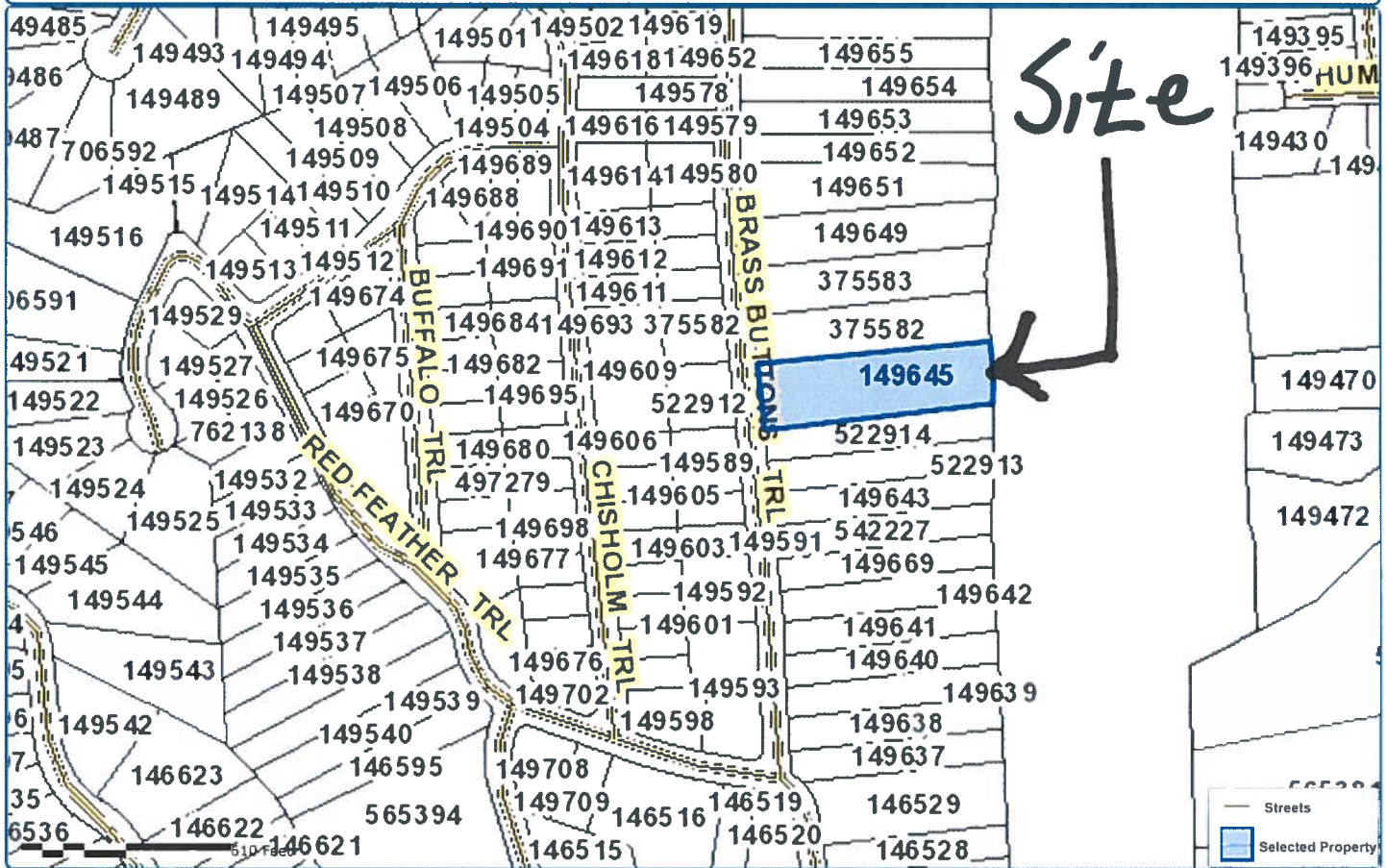
PRECISE LAND SURVEYING, INC.
 4625 EASTOVER DRIVE • MESQUITE, TEXAS 75149
 (972) 681-7072 FAX (972) 279-1508

BOUNDARY SURVEY
 3011 BRASS BUTTONS TRAIL
 TRAVIS COUNTY, TEXAS



PRECISE LAND SURVEYING, INC.
 4625 Eastover Drive
 Mesquite, Texas 75149
 (972) 681-7072
 (972) 279-1508
 www.preciselandsurveying.com

Travis CAD - Map of Property ID 149645 for Year 2013



Property Details

Account

Property ID: 149645
Geo ID: 0147550413
Type: Real
Legal Description: LOT 88&89 APACHE SHORES FIRST INSTALLMENT

Location

Situs Address: 3011 BRASS BUTTONS TRL TX 78734
Neighborhood: APACHE SHORES WATERFRONT
Mapsc0: 490R
Jurisdictions: 0A, 03, 07, 2J, 52

Owner

Owner Name: BERKLE BRIAN
Mailing Address: , 2827 WROXTON RD, HOUSTON, 77005

Property

Appraised Value: \$722,018.00

<http://propaccess.traviscad.org/Map/View/Map/1/149645/2013>

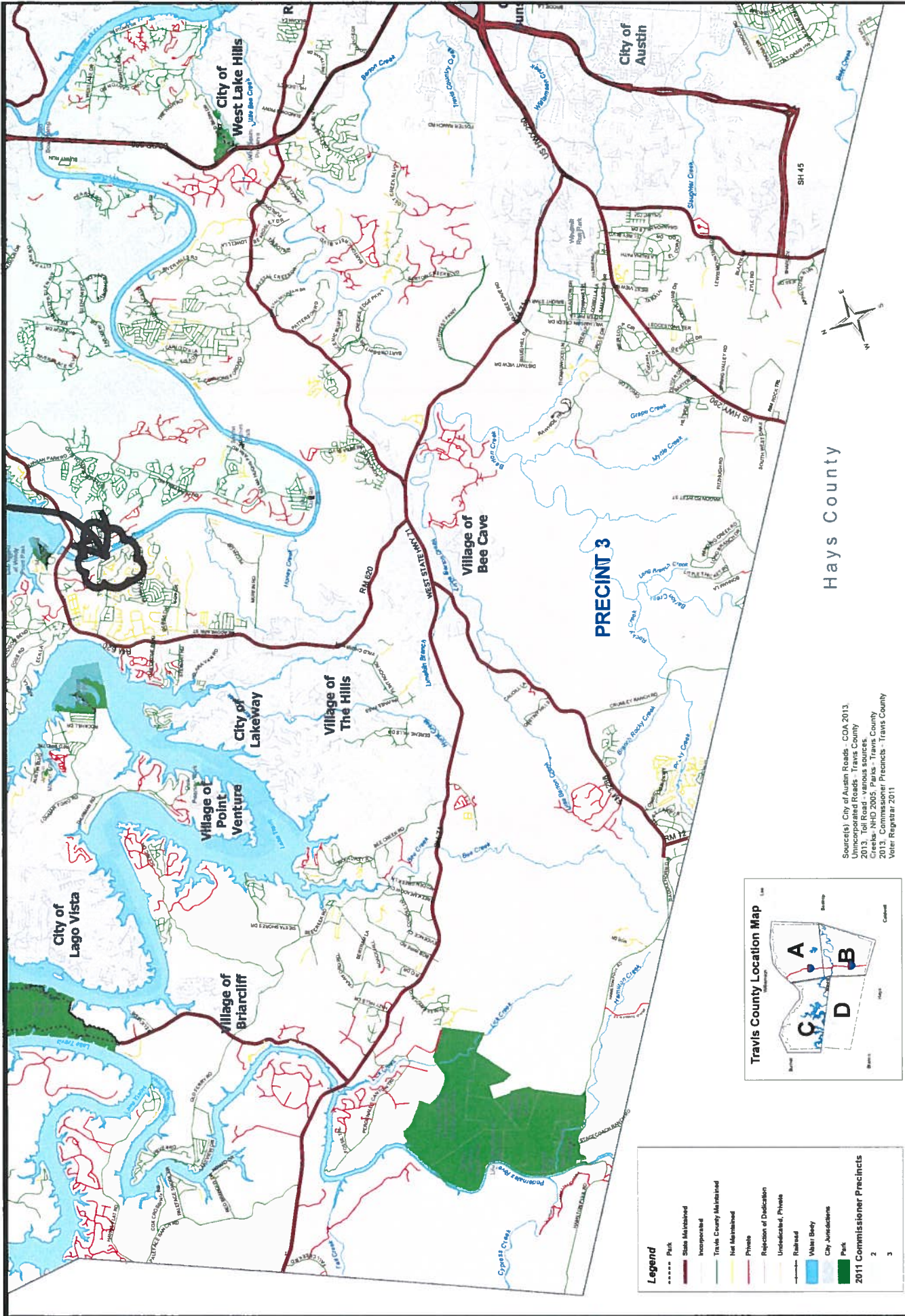
powered by:
PropertyACCESS
www.trueautomation.com

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.

Site



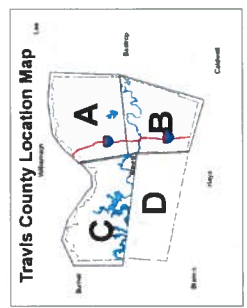
Site



Map Prepared by Travis County
Dept. of Transportation & Natural Resources
Date: 5/21/2013



Source(s): City of Austin Roads - COA, 2013.
Unincorporated Roads - Travis County
2013, Toll Road - various sources.
Creeks: NHD 2005, Parks - Travis County
2013, Commissioner Precincts - Travis County
Voter Registrar 2011



Legend

- Park
- State Maintained
- Unincorporated
- Travis County Maintained
- Toll Road
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- City Jurisdiction
- Park

2011 Commissioner Precincts

2

3

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the information available at the time of preparation. The user assumes all responsibility for the accuracy of the information and the user's use of the information for purposes other than those intended by the user. The user assumes all responsibility for the accuracy and completeness of the product's accuracy or completeness.

Travis County Roadways, Map D



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By: Keith Coburn **Phone #:** (512) 854-5866

Division Director/Manager: Charles Bergh/ Division Director-Parks

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests in Precinct Four:

- A) Approve a license agreement with 973 Materials, LLC to restore a former soil excavation pit in the Onion Creek Greenway;
- B) Authorize TNR's County Executive to sign a letter to the City of Austin regarding the requirement for fiscal security for re-vegetation and post-mining reclamation; and
- C) Authorize TNR's County Executive to submit to the City of Austin a Declaration of Drainage Area acknowledging the legal restrictions against development of the land.

BACKGROUND/SUMMARY OF REQUEST:

On June 30, 2011, Travis County purchased approximately 120 acres of actively mined land in southeastern Travis County for inclusion in the Onion Creek Greenway bond project. The property is located at 5305 FM 973 South and was owned by the Steger family. The Stegers had an agreement with 973 Materials, LLC for the excavation of earthen material. As part of the Purchase Contract approved by the Commissioners Court, the Stegers required that the county enter into a "License Agreement for Temporary Construction Easement" with 973 Materials, LLC to allow excavation of earthen material from the site to continue (see Exhibit D of attached contract). Neither agreement required 973 Materials, LLC to restore the site to its natural land surface elevation.

Mining operations have now been completed and a 43 acre pit exists on the site. TNR Parks would like to use the property in the future as a park facility; 973 Materials, LLC is now in need of a site to dispose of earthen materials from its other operations. The license agreement would allow the pit to be partially refilled with these materials. Once the pit has been partially refilled TNR Parks will develop it for open space and/or recreational purposes. It is also desirable to backfill the pit to eliminate the occurrence of standing water which, on a large scale, could create operational problems for the nearby airport if birds are attracted. Toward that end, a License Agreement is proposed between Travis County and 973 Materials, LLC to restore the site. The terms of the proposed agreement include: (1) filling the existing

43 acre pit with uncontaminated earthen fill material (2) providing all required administrative and technical information necessary in order to obtain approval or clearance for a City of Austin site development plan and county development permit (3) future issuance of site plan and development permits, with the surface land area to be filled to a level of at least two feet above the seasonal high groundwater table to eliminate standing water, and (4) requirement that the pit be filled to within 5 feet of the natural ground elevation in the area within 200 feet of FM 973 and to within 10 feet of the natural ground elevation in the remainder area of the pit. Furthermore, the proposed agreement stipulates that top soil be used as the final layer of fill, with placement of such to ensure that the contour and slope the final surface will facilitate drainage so that water will not pond. Finally, the area is to be covered with coastal Bermuda vegetation after placement of the top soil. Approval of the license would also require 973 Materials, LLC to come into and maintain compliance with all regulatory requirements.

STAFF RECOMMENDATIONS:

- 1) Staff recommends the Court approve the License Agreement with Mr. Walter Biel to restore the site for the future use as part of the Onion Creek Greenway.
- 2) Staff recommends authorizing TNR's County Executive to sign the attached letter to the City of Austin regarding the requirement for fiscal security for re-vegetation and post-mining reclamation.
- 3) Staff recommends authorizing TNR's County Executive to submit to the City of Austin the attached Declaration of Drainage Area acknowledging the legal restrictions against development of the land.

ISSUES AND OPPORTUNITIES:

The pit on the site might not be brought back to its original land surface elevation or be satisfactorily reclaimed and stabilized for many years to come. The License Agreement under 2.0 Terms of License stipulates a five-year agreement to complete restoration of the land area. If completion has not occurred by the fifth year anniversary of the effective date, the agreement shall remain in effect for consecutive terms of one (1) year each until completion, or until either party elects to terminate the agreement, or until restoration is completed before the end of the fifth year. Once the planned restoration of the 43 acre site is complete, the 120 acres are expected to become an integral section of the Onion Creek Greenway in southeast Travis County.

The City of Austin and Travis County each exercise permitting authority over water quality aspects of development in the ETJ and as such site plan approvals for this project are required from each. Typical requirements for site plan approval include (1) the dedication of a drainage easement for the 100-year floodplain area, and (2) the posting of fiscal security to ensure implementation of stormwater control

measures. However, in this case, City staff have agreed (1) to accept in lieu of a drainage easement the attached Declaration of Drainage Area acknowledging the legal restrictions against development of the land, and (2) waive the fiscal posting based on the attached letter stating that the county will require 973 Materials, LLC to implement the stormwater control measures for the site in the event the backfilling project is indefinitely halted. Since this is county land, Travis County ultimately will be responsible for implementing these controls itself if 973 Materials, LLC defaults under the License Agreement. If this occurs, TNR's Parks Division will provide funding if needed to work with the Road & Bridge and the Natural Resources and Environmental Quality (NREQ) Divisions to properly close the site to eliminate ponding, erosion, and sedimentation.

The pit is the result of the excavation of materials located within floodplain. Under normal development procedures the alteration of floodplain cannot increase flows upon neighboring properties; if it does, a Flood Insurance Rate Map revision is required. In this case, the excavation of mined materials has allowed for more temporary storage of stormwater, in effect temporarily reducing the limits of the pre-mining 100-year floodplain. Filling the pit to pre-mining levels will bring the floodplain back to original limits.

FISCAL IMPACT AND SOURCE OF FUNDING:

If 973 Materials, LLC cannot complete the backfilling task, the operation will be discontinued; in which case the License Agreement requires 973 Materials, LLC to grade the site to drain and to re-vegetate it. The cost to the county to close the site properly ranges from \$0.00, if 973 Materials, LLC completes all of the work required under the License Agreement, up to approximately \$621,483 if the county cannot enforce the License Agreement against 973 Materials, LLC. Any funding needed will be provided by TNR's Parks Division budget and some or all of the work will be performed by TNR's Road & Bridge if necessary.

The pit can be used by TNR's Road & Bridge for a spoils site for disposing of clean fill material it obtains from a variety of excavation operations; which will save in haul costs.

EXHIBITS/ATTACHMENTS:

Original Purchase Contract Excerpts
License Agreement to Backfill Pit
Fiscal Waiver Letter to COA
Declaration of Drainage Area
Site Location Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
------------------	-------------------	-----	----------------

Steven M. Manilla	County Executive	TNR	(512) 854-9429
Charles Bergh	Division Director	Parks	(512) 854-9408
Anna Bowlin	Division Director	Development Services & Long Range Planning	(512) 854-7561
Stacey Scheffel	Permit Program Manager	Development Services & Long Range Planning	(512) 854-7565
Tom Nuckols	Assistant County Attorney	County Attorney's Office	(512) 854-9262

CC:

Greg Chico	Program Manager	Real Estate	(512) 854-4659
Jon White	Division Director	NREQ	(512) 854-7212
Tom Weber	Division Manager	NREQ	(512) 854-4629
Keith Coburn	Environmental Project Manager	NREQ	(512) 854-5866
Dave Fowler	Environmental Project Manager	NREQ	(512) 854-7590
Robert Armistead	Division Manager	Parks	(512) 854-9831

∴
4501 - Parks Svs-

Attachment #1

(Excerpts from the Original Purchase Contract)

TRAVIS COUNTY
PURCHASE CONTRACT

STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS CONTRACT OF SALE (this "Contract") is made by and between Leslie Ray Steger, Jo Anna Steger Williams, and Gary Gene Steger, hereinafter referred to as SELLER, and TRAVIS COUNTY, TEXAS, hereinafter referred to as BUYER, for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

SECTION I - PURCHASE AND SALE

The SELLER hereby agrees to sell and convey to BUYER and BUYER agrees to purchase that interest in real property situated in Travis County, Texas, together with all improvements and fixtures, privileges, and appurtenances pertaining thereto, hereinafter collectively called PROPERTY, described as follows:

Approximately 120 acres, more or less, out of the J. A. Navarro Survey, Abstract 18, Travis County, Texas, and as described in Exhibit "A", which is attached hereto and incorporated herein as if set out at length.

SECTION II - CONSIDERATION

BUYER agrees to buy and SELLER agrees to sell the PROPERTY for One Million, Five Hundred Thousand and No/100 DOLLARS (\$1,500,000.00) and other good and valuable consideration. If, after survey of the PROPERTY has been completed, it is determined that the total land area of the PROPERTY is more than 120 acres, the purchase price and consideration stipulated herein shall be increased at a pro-rate rate of \$12,500 per acre for each acre, or part thereof, greater than 120 acres. If, after survey of the PROPERTY has been completed, it is determined that the total land area of the PROPERTY is less than 120 acres, the consideration and purchase price outlined herein shall be decreased at a pro-rate rate of \$12,500 per acre for each acre, or part thereof, less than 120 acres.

SECTION III - COMMITMENT FOR TITLE INSURANCE AND SURVEY

BUYER may obtain a Commitment for Title Insurance (the "Commitment") and legible copies of all recorded instruments affecting the property and recited as exceptions in the Commitment. SELLER will obtain at SELLER'S sole cost, a survey of the PROPERTY

("Survey") and deliver 5 original copies of the survey to BUYER no later than 30 days after the effective date. If BUYER has an objection to items disclosed in such Commitment or Survey, SELLER shall cure the same by date of closing. BUYER may waive any item in the Commitment or Survey and complete the purchase.

The SELLER shall perform, observe, and comply with all of the covenants, agreements, and conditions required by this agreement prior to or as of the closing.

SECTION IV - REPRESENTATIONS AND WARRANTIES OF SELLER

The SELLER hereby represents and warrants to BUYER now, through closing and surviving closing, the following:

- A. No one resides on or uses any portion of the PROPERTY as lessees, tenants at sufferance, or trespassers;
- B. SELLER is the fee simple owner of the title to the PROPERTY and is duly authorized and empowered to sell said PROPERTY;
- C. SELLER has paid all taxes, charges, debts, and other assessments due by the SELLER with respect to the PROPERTY;
- D. There will be no unrecorded liens, mortgages, loans, Uniform Commercial Code liens, or other encumbrances against any of the PROPERTY which will not be satisfied out of the Sales Price; and
- E. SELLER shall not further encumber, or allow the encumbrance of, the title to the PROPERTY or modify the terms or conditions of any existing encumbrances, if any, without written consent of BUYER.
- F. As of the Closing Date, SELLER has terminated any agreement with Walter Biel or 973 Materials, LLC or both Walter Biel and 973 Materials, LLC relating to the PROPERTY.

If any representation above is untrue, SELLER shall remedy the deficiency prior to closing. Should SELLER not remedy the deficiency prior to closing, the SELLER shall be in default.

SECTION V - CLOSING

The parties will finalize the transaction by closing on or before 60 days after the date of this Contract, which date is hereinafter referred to as the Closing Date. This date may be extended upon confirmation by the parties.

- A. At the closing, SELLER shall deliver to BUYER the following:

1. A duly executed and acknowledged General Warranty Deed in a form and substance as the Deed attached as Exhibit "B" and incorporated herein as if set out at length, conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein below and/or approved by BUYER in writing prior to closing.
 2. An Owner's Policy of Title Insurance (the "Title Policy"), with premium cost to be paid by the SELLER, issued by Independence Title Insurance Company (Laura Brookshire, escrow officer, Arboretum Office) in the full amount of the Sales Price, dated as of the closing, insuring BUYER'S contractual interest to the PROPERTY to be good and indefeasible subject only to those title exceptions contained in the standard, printed form allowed by the State Department of Insurance, however;
 - a. the exception as to restrictive covenants shall be endorsed "None of Record," unless waived by BUYER before closing.
 - b. the exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
 3. Evidence of its capacity and authority for the closing of this transaction.
 4. All signed releases, affidavits, and other necessary documents to close this transaction.
 5. Possession of the PROPERTY.
 6. Evidence that all general real estate taxes for the then current year relating to the Property (if purchased in fee) and interest on any existing indebtedness prorated to the day of closing have been paid.
 7. Evidence that all special taxes or assessments to the Closing Date shall be paid by Seller.
- B. The SELLER shall pay all cost of releasing existing loans, liens or other encumbrances, title insurance premium, his attorney's fees and all other expenses stipulated to be paid by the SELLER under other provisions of this Contract.
- C. At the closing, BUYER shall perform the following:
1. Pay, by check, the purchase price.
 2. Sign any documents a buyer would normally sign to close a similar transaction.

SECTION VI - BREACH BY SELLER

In the event that the SELLER shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the property for any reason, except the BUYER'S default, the BUYER may enforce specific performance of this Contract, bring suit for damages against the SELLER, or seek any other remedy provided by law.

SECTION VII - BREACH BY BUYER

In the event that the BUYER should fail to consummate the purchase of the property, leaving the BUYER in default and the SELLER not being in default hereunder, the SELLER shall have the right to bring suit for damages against the BUYER.

SECTION VIII - MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Contract, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

SECTION IX - MISCELLANEOUS

1. Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.
2. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

SELLER: Leslie Ray Steger, Jo Anna Steger Williams, and Gary Gene Steger
c/o Mr. Gary Steger
15054 CR 443
Sommerville, Texas 77879

BUYER: Travis County, Texas
c/o County Executive
Transportation and Natural Resources
attn.: Greg Chico
P. O. Box 1748
Austin, Texas 78767

COPY TO: The Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

3. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.
4. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.
5. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
6. Entire Agreement
 - A. This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the parties with respect to said matter.
 - B. No modification concerning this instrument shall be of any force or effect, excepting a subsequent modification in writing signed by the party to be charged. No official, representative, agent, or employee of Travis County, Texas, has any authority to modify this Contract except pursuant to express authority to do so granted by the Commissioners Court of Travis County, Texas.
7. Time of Essence. Time is of the essence of this Contract.
8. Gender. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the Contract requires otherwise.

IN WITNESS WHEREOF, the Parties hereunto, acting by and through their duly authorized officers or on their own behalf have caused this Contract to be signed on the day and year below written. The later day and year below written will be the effective date upon which all duties under this Contract shall begin.

SELLER: Leslie Ray Steger, Jo Anna Steger Williams, and Gary Gene Steger

Date: 4-18-2011 By: Leslie Ray Steger
Signature
Printed Name: Leslie Ray Steger

Date: April 18, 2011 By: Jo Anna Steger Williams
Signature
Printed Name: JO ANNA STEGER WILLIAMS

Date: 4/18/2011 By: Gary Gene Steger
Signature
Printed Name: GARY GENE STEGER

BUYER: TRAVIS COUNTY, TEXAS

Date: 4-29-11 (cc) By: Samuel T. Biscoe
Samuel T. Biscoe, Travis County Judge

Exhibit "C"

ADDITIONAL PROVISIONS

I. IMPROVEMENTS CONVEYED

SELLER agrees that at closing of the contemplated real estate transaction, all improvements located on the PROPERTY being conveyed from SELLER to BUYER, shall become the sole property of the BUYER, and that SELLER is being fully compensated by BUYER, as part of the consideration shown in Section II of this Purchase Contract, for any improvements located on the PROPERTY.

II. BUYER TO GRANT TEMPORARY CONSTRUCTION EASEMENT

BUYER agrees that at closing of the contemplated real estate transaction, BUYER shall provide a duly executed and acknowledged Easement, in a form and substance as the License Agreement attached hereto as Exhibit "D" and incorporated herein as if set out at length, conveying access and construction rights to a portion of the PROPERTY to licensee, to allow for licensee's removal of earthen fill from a portion of the PROPERTY, as described in such License Agreement. SELLER agrees that this Contract is contingent on the licensee signing Exhibit "D" on or before closing.

Exhibit "D"

LICENSE AGREEMENT
FOR
TEMPORARY CONSTRUCTION AREA

STATE OF TEXAS

§
§
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COUNTY OF TRAVIS

WHEREAS TRAVIS COUNTY, hereinafter called LICENSOR, whether one or more, who is the owner of approximately 120 acres, more or less, out of the J. A. Navarro Survey, Abstract 18, Travis County, Texas, and as described in Exhibit "A", which is attached hereto and incorporated herein as if set out at length, hereinafter referred to as the PROPERTY;

WHEREAS, the LICENSOR is aware that excavation and earth work is required by Walter Biel and 973 Materials, LLC hereinafter called LICENSEE, and that the improvements will require entering onto the PROPERTY for the purpose of removal of earthen fill material and grading; and

WHEREAS, LICENSEE represents to LICENSOR that any agreement with Walter Biel or 973 Materials, LLC or both Walter Biel and 973 Materials, LLC relating to the PROPERTY has been terminated;

NOW, THEREFORE, the LICENSOR grants the following:

1. GRANT OF LICENSE.

LICENSOR does hereby grant and demise unto the LICENSEE and its contractors the right to enter the PROPERTY for the purpose of removal of earthen fill material, without fee to LICENSOR, subject to the conditions as set out below in Section III.

2. TEMPORARY CONSTRUCTION AREA.

LICENSEE agrees to limit its construction activities to the area as shown on Exhibit "B" attached hereto and made a part hereof, and otherwise described as the southernmost portion of the PROPERTY, bounded on the west by the easterly right-of-way line of F.M. 973, on the south by the southern boundary line of the PROPERTY, on the east by the westerly right-of-way line for State Highway 130, and on the north by a boundary line between S.H. 130 and F.M 973, running parallel to and One Thousand feet (1,000') north of the southern boundary of the PROPERTY.

3. CONDITIONS.

In consideration for the above mentioned grant of license, LICENSEE agrees to do the following:

3.1 No tree within the Temporary Construction Area may be removed or disturbed without prior approval of the LICENSOR.

- 3.2 Other than changes to topography and elevation, the Temporary Construction Area will be restored to substantially the same condition which existed prior to the construction activities, to include grading and contour of land areas.
- 3.3 Provide reclamation of disturbed land areas, to include installation of a topsoil cover in locations of excavation, and seeding of native grasses in such areas of topsoil.
- 3.4 Without in any way limiting the liability of LICENSEE or its obligations under this License, LICENSEE agrees to maintain during the term of this License Commercial General Liability Insurance in the amounts as may be requested in written notice by LICENSOR from time to time during the term of this License.

4. TERMINATION.

This License shall terminate on March 1, 2012.

5. INDEMNIFICATION

LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND LICENSOR, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS LICENSE AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR LICENSOR.

6. NON-ASSIGNMENT OF RIGHTS

LICENSEE may not assign this License Agreement or any portion or right thereof without the prior written consent of LICENSOR.

7. AMENDMENTS

This License Agreement may be amended only by written instrument signed by both LICENSOR and LICENSEE. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF LICENSOR HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS LICENSE AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

8. NON-WAIVER AND RESERVATION OF RIGHTS

8.1 No act or omission by LICENSOR may constitute or be construed as a waiver of any breach or default of LICENSEE which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this License Agreement shall not be construed as a waiver of that right or privilege.

8.2 All rights of LICENSOR under this License Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of LICENSOR under it. Any right or remedy stated in this License Agreement shall not preclude the exercise of any other right or remedy under this License Agreement, at law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9. VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this License Agreement are performable in Travis County, Texas, and this License Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this License Agreement will lie in the appropriate court of Travis County, Texas.

10. NOTICES

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

10.2 The address of LICENSEE for all purposes under this License Agreement shall be:

10.3 The address of LICENSOR for all purposes and all notices under this License Agreement shall be:

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

With copies to:

Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

And

Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.1530

- 10.4 Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

11. MEDIATION

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

12. SEVERABILITY

If any portion or portions of this License Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

13. ENTIRETY OF AGREEMENT

This License Agreement represents the sole, entire and integrated Agreement between LICENSOR and LICENSEE with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

EXECUTED this _____ day of _____, 2011.

LICENSOR:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

LICENSEE:

973 Materials, LLC

By: _____
Name: _____
Title: _____

Date: _____

Name: Walter Biel

Date: _____

Attachment #2

(License Agreement to Backfill Pit)

ORIGINAL

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement ("Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and 973 Materials, LLC ("Licensee").

1.0 GRANT AND TERMS OF LICENSE

1.1 County hereby grants a License to Licensee, its employees, agents, and independent contractors, to enter and use the 120.725 acre tract described in the deed to the County recorded at Document Number 2011095081, Travis County Real Property Records ("the Property") for the purpose of placing uncontaminated earthen fill material in the existing pit on an approximately 43 acre site adjacent to the southwest boundary of the Property, as provided in this Agreement. Fill material shall not include garbage, new asphalt, weathered asphalt, concrete or other rubble, or soils containing non-weathered asphalt residue, or waste. All fill material must be inert and essentially insoluble.

1.2 The Licensee shall, at the earliest feasible date, obtain a City of Austin site plan and County development permit authorizing fill in compliance with the terms of this Agreement.

1.3 Upon issuance of the site plan and development permits, the Licensee shall:

a. within 30 days fill the pit to a level of at least two feet (2') above the seasonally high groundwater table and contour and slope the surface to facilitate drainage to ensure that water will not pond; and

b. thereafter fill the pit to return the ground elevation to five feet (5') below the natural grade adjacent to the pit for any part of the pit within two hundred feet (200') of a public road, and for the remainder of the pit, to ten feet (10') below the natural grade adjacent to the pit (or any other elevation agreed to in writing by the County), place top soil as the final layer of fill, contour and slope the final surface to facilitate drainage to ensure that water will not pond, and establish coastal Bermuda as final cover (collectively, "Completion"). The Licensee's obligation to place top soil as the final layer of fill is limited to placing the soil contained in the existing berms on the site. At the County's cost, the County may require the Licensee to place additional top soil as part of the final layer.

1.4 For each load of fill material is placed on the site, the Licensee shall obtain, maintain, and upon request allow the County to inspect and copy written certification of the source and content of that material. The Licensee shall also maintain and upon request allow the County to inspect and copy a plan of the site indicating the general location where each load is placed. The County may inspect the site and Licensee's records to determine compliance with this Agreement. If the County has cause to believe Licensee has placed unacceptable materials on the site, the County may require the Licensee to conduct or pay for a certification from a NELAC-certified laboratory that the fill material meets the foregoing requirements.

1.5 The Licensee shall at all times establish and maintain positive drainage so as to prevent ponding of water on the site until the pit is completely filled. If positive drainage cannot be achieved, the Licensee shall use sump pumps or other methods approved by County to remove standing water from any source.

1.6 The Licensee shall provide and maintain (i) temporary erosion and sedimentation controls for the pit until Completion, and (ii) permanent erosion and sedimentation controls at all points where storm water leaves the site. Unless otherwise approved by the County in writing, broadcasted seeding shall not be used for establishing vegetation as it may attract birds.

1.7 The County reserves the right to place or to authorize the placement of fill material on the Property meeting the requirements of Section 1.1. The County and the Licensee shall agree on the general location where each load is placed. The County shall provide for a contour and slope to facilitate drainage to ensure that water will not pond. The County shall obtain and maintain written certification of the source and content of the material. If the County authorizes a third party to place fill material on the Property, the third party shall be responsible for placement and grading unless the third party agrees to pay the Licensee for placement and grading.

1.8 Licensee agrees to make no changes to or use of the Property other than those provided in this Agreement.

1.9 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Property under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

2.0 TERM OF LICENSE

2.1 This Agreement shall terminate upon the earlier to occur of Completion of the fifth anniversary of the Effective Date. If Completion has not occurred by the fifth

anniversary of the Effective Date, this Agreement shall remain in effect for consecutive terms of one (1) year each until Completion occurs or unless either party elects to terminate this agreement by sending written notice to the other party at least thirty (30) days before expiration of the then-current term.

2.2 If the agreement is terminated before Completion, the Licensee shall grade and contour the pit to restore it to a level of at least to five feet (5') below the natural grade adjacent to the pit for any part of the pit within two hundred feet (200') of a public road, grade the pit to achieve a slope of 3:1, or complete any other action agreed to in writing by the County that achieves compliance with 43 Texas Administrative Code Chapter 21, including establishing and maintaining vegetative cover and positive drainage so as to prevent erosion and ponding of water.

3.0 CONSIDERATION

3.1 The consideration for this Agreement, the adequacy of which the Parties acknowledge, is the mutual benefits to the Parties from the Licensee's placement of earthen fill material on the Property.

4.0 PERMITS

4.1 Before placing earthen fill material on the Property, the Licensee shall obtain all federal, state, city, and County permits required for Licensee's activities. Thereafter, the Licensee shall comply with all related regulatory requirements.

4.2 Without limiting Section 4.1, the Licensee shall implement all measures necessary to ensure the site's compliance with 43 Texas Administrative Code Chapter 21, including installing and maintaining any barriers required under §21.706 and providing a copy of the safety certificate required under, and eliminating any part of the pit violating, §21.708.

5.0 USE AND REPAIRS

5.1 Licensee shall not use the Property for any purpose other than that set forth herein. Further, Licensee shall repair or replace any damage to the Property caused by Licensee.

5.2 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LICENSOR. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST LICENSOR (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF

CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. LICENSOR WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY LICENSOR AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN LICENSOR AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

6.0 CONTROL OF TRAVIS COUNTY

6.1 The County retains the right to possession and use of the Property for any purpose that does not prevent reasonable exercise of the license granted to the Licensee by this Agreement.

7.0 INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

7.2 Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the Licensor, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the Premises or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee shall immediately notify Licensor of any release of any Hazardous Material on or near the Premises whether or not such release is in a quantity that would otherwise be reportable to a public agency and shall also

comply with the notification requirements of any applicable state, local, or federal law or regulation.

8.0 INSURANCE

8.1 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License commercial general liability insurance policy with a licensed carrier with combined minimum bodily injury and property damage limits of \$600,000.00 per occurrence and \$1,000,000 in the aggregate. Travis County shall be named as named as an additional insured and the policy shall include a waiver of subrogation in favor of the County.

8.2 Licensee 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 OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

8.3 Licensee shall deliver to County an original, signed certificate of insurance meeting the requirements of this section before placing earthen fill material on the Property and on each anniversary of the Effective Date during the term of this Agreement.

9.0 NON-ASSIGNMENT OF RIGHTS

9.1 Licensee may not assign, sublet or transfer its interest in this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in any copyrights, rights of publicity, trademarks and all other legal interests and rights acquired by Licensee in connection with the Event.

10.0 AMENDMENTS

10.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

11.0 SAFETY

11.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

12.0 NON-WAIVER AND RESERVATION OF RIGHTS

12.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

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

13.0 VENUE AND CHOICE OF LAW

13.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

14.0 NOTICES

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

14.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

973 Materials, LLC
c/o Walter Biel
P.O. Box 17665
Austin, Texas 78760

14.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

Steve Manilla (or successor)
County Executive, Transportation and Natural Resources

P.O. Box 1748
Austin, Texas 78767

With copy to:

David Escamilla (or successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attention: File 163.2272

14.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

15.0 RELATIONSHIP OF PARTIES

15.1 This Agreement creates no relationship between the Parties other than that of licensor and licensee.

16.0 TAXES, LIENS, OR OTHER CHARGES

16.1 Licensee shall pay in full any taxes or assessments levied on the Property by virtue of, as well as all persons who perform labor in connection with, the Licensee's use of the Property. Licensee will not allow any liens to be filed or enforced against the Property by virtue of the Licensee's use of the Property. If any such taxes, charges, or liens are filed thereon, Licensee agrees to remove the same at Licensee's own cost and expense and to pay any judgment which may be entered thereon or there under, without regard to their legal enforceability; provided, however, that Licensee may protest or challenge the enforceability, amount, and any other aspect of any such claimed tax, charge, or lien, and Licensee's obligation to pay to remove the lien or to pay any judgment entered thereon shall not arise unless and until such protest or challenge has failed and the amount become due. Should Licensee fail, neglect or refuse to do so, Owner shall have the right to pay any amount required for release, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to the same for all costs, damages and reasonable attorneys fees, and any amounts expended in defending any proceedings or in the payment of any of said taxes, charges, or liens or any judgment obtained therefore.

17.0 DEFAULT AND REMEDIES

17.2 If either Party defaults in the performance of any provision of this Agreement, the other Party shall give written notice of the default. The Party notified shall have thirty (30) days in which to cure default. If the default is not cured within that time, the Party who sent the notice shall have the right to seek specific performance of this Agreement, terminate this Agreement, or any other remedy allowed by law.

18.0 SEVERABILITY

18.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

19.0 ENTIRETY OF AGREEMENT

19.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS

973 MATERIALS, LLC:

By: _____

By:  _____

Samuel T. Biscoe
Travis County Judge

Walter Biel
Director

Date: _____

Date: 7-15-2013

STATE OF TEXAS §

§

COUNTY OF TRAVIS§

This instrument was acknowledged before me on the _____ day of _____, 2013, by Samuel T. Biscoe, Travis County Judge.

Notary Public, State of Texas

STATE OF TEXAS

§
§

COUNTY OF TRAVIS§

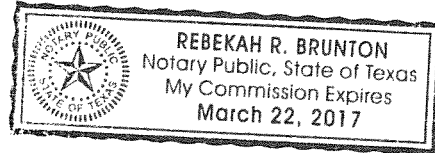
This instrument was acknowledged before me on the 15th day of July, 2013, by Walter Biel, Director, 973 Materials LLC, a limited liability company, on behalf of said company.

Rebekah R. Brunton

Notary Public, State of Texas

After recording, return to:

Steve Manilla
County Executive, Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767



Attachment #3

(Fiscal Waiver Letter to COA)

TRANSPORTATION AND NATURAL RESOURCES

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



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

July 16, 2013, 20013

Mr. Antonio Gonzales
City of Austin Development Review and Inspection Department
Development Intake Center
301 West 2nd Street, First Floor
Austin, Texas 78701

RE: Travis County 5305 FM 973 Development Permit – Fiscal Surety for Temporary and Permanent Erosion and Sedimentation Controls and Post-Mine Reclamation

Dear Mr. Gonzales:

This letter will notify the City of Austin of Travis County's intention to complete a mine reclamation project at a closed borrow-pit on County property located at 5305 FM 973 South. This is a public project to restore the site so that it can be a functional component of the County Onion Creek Green Way facility. The work will be performed through a License Agreement with 973 Materials LLC but may be partially performed by TNR's Road&Bridge forces. This letter states our intent to construct the improvements, including all erosion and water pollution control requirements per the approved plans, in leau of a Letter of Credit. This procedure has been accepted in the past between our agencies (e.g. the U.S. 183 Landfill Remediation Project, permitted and constructed in 1994-95 (SP-94-0074D).

Erosion/sedimentation controls will be installed per the approved plans where needed due to construction activity, as well as revegetation for permanent stabilization. The quantities of temporary and permanent erosion control that are included in the project are described on the attached estimate provided by City staff.

Sincerely,

Steve Manilla, P.E.,
County Executive-TNR

Attachment #4

(Declaration of Drainage Area)

DECLARATION OF DRAINAGE AREA

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

By this Declaration, Travis County hereby declares and acknowledges the location of open space parkland and drainage area over and across that certain 110.61 acre tract of land situated in Travis County, the exact location of which is described on **EXHIBIT "A"**, attached and incorporated herein for all purposes (the "Property").

Travis County acquired the Property with proceeds from the issuance of bonds approved by the voters of Travis County as Proposition No. 2, Onion Creek Open Space Parkland, on November 8, 2005. Use of the bond proceeds is legally restricted to the acquisition of land for the protection or restoration of greenways, including but not limited to land in floodplains, which must be left substantially undeveloped and in its natural state, including drainage flows. This Declaration runs with the land and is a restrictive covenant binding all present and future owners of the fee interest in and to the land.

EXECUTED on this day ____ of _____, 2013.

TRAVIS COUNTY, TEXAS

Steve Manilla
County Executive
Transportation & Natural Resources

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT
DEPARTMENT

REVIEWED:
CITY OF AUSTIN, TEXAS
PLANNING AND DEVELOPMENT REVIEW

By: _____
Name: _____
Title: Assistant City Attorney

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

This instrument was acknowledged before me on this ____ day of _____, 2013, by Steve Manilla, County Executive, Transportation & Natural Resources, on behalf of Travis County.

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Planning and Development Review Department P.O. Box 1088 Austin, Texas 78767

PROJECT INFORMATION:

Project Name: 5305 FM 973
Project Case Manager: Beth Robinson
Site Plan No.: SP-2012-0204D

Drainage Area

**FIELD NOTE DESCRIPTION
OF A 110.61 ACRE TRACT,
SITUATED IN THE NOEL M. BAIN SURVEY NO. 1
AND THE JOSE ANTONIO NAVARRO SURVEY,
TRAVIS COUNTY, TEXAS**

Being a 110.61 acre, more or less, tract or parcel of land, situated in the Noel M. Bain Survey No. 1 and the Jose Antonio Navarro Survey, Travis County, Texas, being a portion of that certain tract of land called 120.725 acres, as described in a deed to Travis County, recorded in Document No. 2011095081 of the Official Public Records of Travis County, Texas, and being more particularly described as follows:

BEGINNING at a point in the south corner of a called 25.00 acre tract, described in a deed to Delma Spell, recorded in Volume 6184, Page 1772 of the Deed Records of Travis County, Texas, for the most southerly southwest corner of the said 120.725 acre tract, for the most southerly southwest corner hereof;

THENCE, with an east line of the said 120.725 acre tract, the following three (3) courses:
N 48° 23' 39" E, 629.09 feet to point;
N 48° 06' 14" E, 298.05 feet to a point;
N 48° 23' 02" E, 835.56 feet to a point for an interior corner of the said 120.725 acre tract and an interior corner hereof;

THENCE, with the south line of the said 120.725 acre tract, N 41° 57' 14" W, 2040.77 feet to a point on the southwest right-of-way of F.M. 973, for the most northerly southwest corner of the said 120.725 acre tract and the most northerly southwest corner hereof;

THENCE, with the northwest line of the said 120.725 acre tract and the southeast line of F.M. 973, the following four (4) courses:
N 32° 58' 02" E, 717.63 feet to point at the beginning of a curve to the left;
With said curve, having a radius of 3869.72 feet, a chord bearing N 25° 46' 02" E, 970.01 feet, for an arc distance of 972.57 feet to a point for the end of said curve;
N 18° 32' 44" E, 326.93 feet to a point;
N 65° 47' 29" E, 27.76 feet to a point on the south right-of-way of Pearce Lane, for the most northerly corner of the said 120.725 acre tract and the most northerly corner hereof;

THENCE, with the north line of the said 120.725 acre tract and the south right-of-way of Pearce Lane, S 62° 05' 35" E, 854.63 feet to a point for an ell corner of the said 120.725 acre tract and an ell corner hereof;

FIELD NOTE DESCRIPTION
OF A 110.61 ACRE TRACT,
SITUATED IN THE NOEL M. BAIN SURVEY NO. 1
AND THE JOSE ANTONIO NAVARRO SURVEY,
TRAVIS COUNTY, TEXAS

THENCE, with the north of the said 120.725 acre tract, the following three (3) courses:

S 27° 54' 00" W, 700.52 feet to point;

S 61° 58' 18" E, 1199.90 feet to a point;

N 27° 54' 00" E, 701.92 feet to a point on the south right-of-way of Pearce Lane, for an ell corner of the said 120.725 acre tract and an ell corner hereof;

THENCE, with the north line of the said 120.725 acre tract and the south right-of-way of Pearce Lane, the following three (3) courses:

S 62° 08' 21" E, 207.99 feet to point;

S 27° 53' 42" W, 38.44 feet to a point;

S 59° 30' 38" E, 605.65 feet to a point on the west right-of-way of State Highway 130, for the most northerly northeast corner of the said 120.725 acre tract and the most northerly northeast corner hereof;

THENCE, with the west right-of-way of State Highway 130, and the northeast line of the said 120.725 acre tract, S 00° 38' 34" W, 132.65 feet to a point for the most easterly northeast corner of the said 120.725 acre tract and the most easterly northeast corner hereof;

THENCE, crossing the said 120.725 acre tract, the following seven (7) courses:

S 76° 00' 19" W, 353.15 feet to point;

S 75° 00' 45" W, 155.40 feet to a point;

S 71° 20' 56" W, 396.40 feet to point;

S 13° 44' 58" W, 329.47 feet to a point;

S 45° 23' 11" W, 371.94 feet to point;

S 34° 25' 10" W, 225.32 feet to a point;

S 01° 35' 56" W, 309.87 feet to a point on the west right-of-way of State Highway 130 and the east line of the said 120.725 acre tract, for a corner hereof;

THENCE, with the west right-of-way of State Highway 130, and the east line of the said 120.725 acre tract, the following three (3) courses:

S 80° 47' 20" W, 245.86 feet to point;

S 47° 49' 24" W, 2102.55 feet to a point;

S 36° 10' 47" W, 306.38 feet to point for the southeast corner of the said 120.725 acre tract and the southeast corner hereof;

FIELD NOTE DESCRIPTION
OF A 110.61 ACRE TRACT,
SITUATED IN THE NOEL M. BAIN SURVEY NO. 1
AND THE JOSE ANTONIO NAVARRO SURVEY,
TRAVIS COUNTY, TEXAS

THENCE, with the southwest line of the said 120.725 acre tract, N 41° 30' 19" W, 100.06 feet to the Place of BEGINNING and containing 110.61 acres of land, more or less.

This description is accompanied by a sketch of even date.

This description and accompanying sketch do not represent an on the ground survey, and were compiled from a survey of the 120.725 acre tract by Claude F. Hinkle, Jr., dated June 3, 2011, of record in Document No. 2011095081 of the Official Public Records of Travis County, Texas, and from an examination of FEMA Flood Insurance Rate Map Number 48453C0620H, for Travis County, Texas, revised Date September 26, 2008.

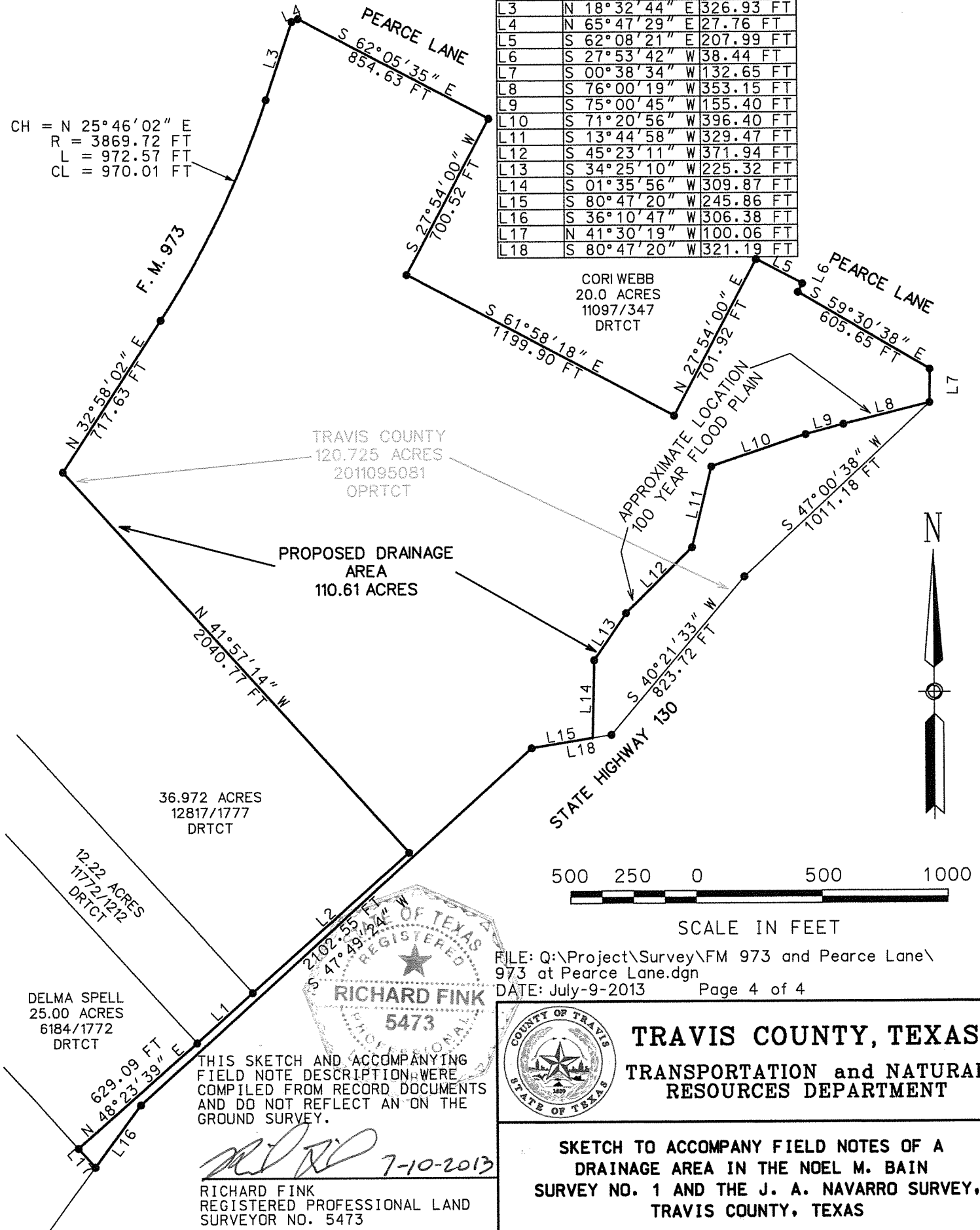

Richard Fink

7-10-2013
R.P.L.S. No. 5473

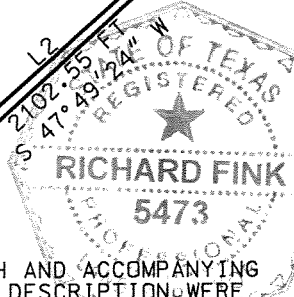


LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 48° 06' 14" E	298.05 FT
L2	N 48° 23' 02" E	835.56 FT
L3	N 18° 32' 44" E	326.93 FT
L4	N 65° 47' 29" E	27.76 FT
L5	S 62° 08' 21" E	207.99 FT
L6	S 27° 53' 42" W	38.44 FT
L7	S 00° 38' 34" W	132.65 FT
L8	S 76° 00' 19" W	353.15 FT
L9	S 75° 00' 45" W	155.40 FT
L10	S 71° 20' 56" W	396.40 FT
L11	S 13° 44' 58" W	329.47 FT
L12	S 45° 23' 11" W	371.94 FT
L13	S 34° 25' 10" W	225.32 FT
L14	S 01° 35' 56" W	309.87 FT
L15	S 80° 47' 20" W	245.86 FT
L16	S 36° 10' 47" W	306.38 FT
L17	N 41° 30' 19" W	100.06 FT
L18	S 80° 47' 20" W	321.19 FT

CH = N 25° 46' 02" E
 R = 3869.72 FT
 L = 972.57 FT
 CL = 970.01 FT



FILE: Q:\Project\Survey\FM 973 and Pearce Lane\
 973 at Pearce Lane.dgn
 DATE: July-9-2013 Page 4 of 4



THIS SKETCH AND ACCOMPANYING FIELD NOTE DESCRIPTION WERE COMPILED FROM RECORD DOCUMENTS AND DO NOT REFLECT AN ON THE GROUND SURVEY.

[Signature] 7-10-2013

RICHARD FINK
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5473

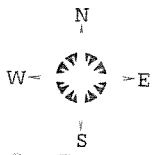
TRAVIS COUNTY, TEXAS
 TRANSPORTATION and NATURAL RESOURCES DEPARTMENT

SKETCH TO ACCOMPANY FIELD NOTES OF A DRAINAGE AREA IN THE NOEL M. BAIN SURVEY NO. 1 AND THE J. A. NAVARRO SURVEY, TRAVIS COUNTY, TEXAS

Attachment #5

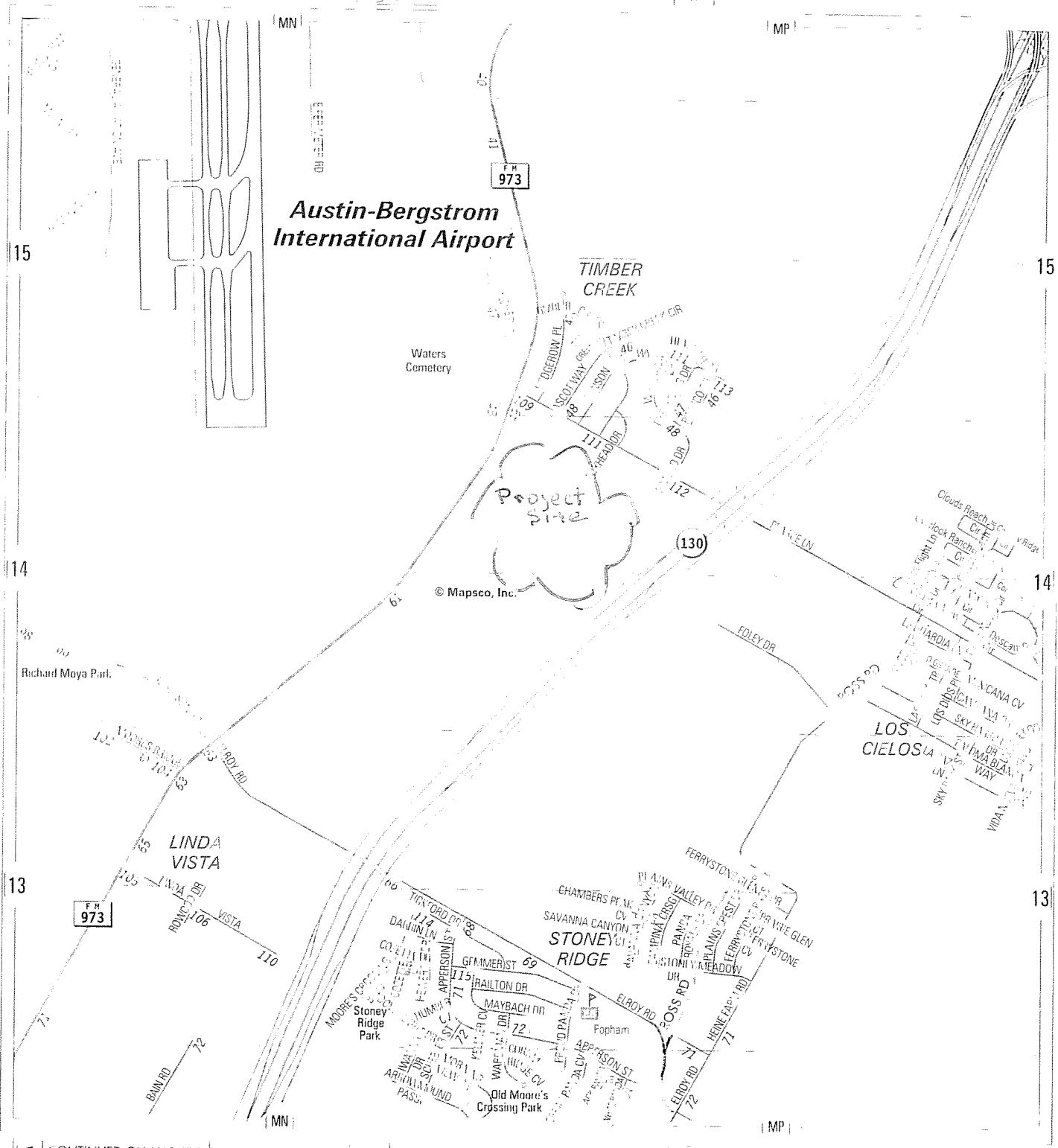
(Site location map)

7/16/13 VS
Item # 10



Directions Made Easy
www.mapsco.com

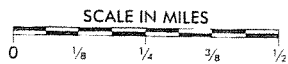
677



CONTINUED ON MAP 676

CONTINUED ON MAP 707

CONTINUED ON MAP 678



Item 12



Travis County Commissioners Court Agenda Request

Meeting Date:

July 23, 2013

Prepared By/Phone Number:

Juanita Jackson - 854-4467

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action to approve the application to continue the Financial Support Plus 1 Program with the City of Austin, Austin Energy that provides utility assistance for Travis County low-income households that are customers of Austin Energy in FY14.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached memo.

STAFF RECOMMENDATIONS:

Staff recommends approval of this application to continue Financial Support 1 Program with City of Austin, Austin Energy.

ISSUES AND OPPORTUNITIES:

Please see attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see budgetary and fiscal impact note.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, County Executive – Planning and Budget Office
Aerin Toussaint, Budget Analyst I, Planning and Budget
Nicki Riley, CPA, Travis County Auditor
Kapp Schwebke, Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Jim Lehrman, Division Director, Family Support Services

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



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

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

Date: July 15, 2013

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2013 – 14 City of Austin, Austin Energy Financial Support Plus 1 Program Application

Proposed Motion: Consider and take appropriate action to approve the application to continue the Financial Support Plus 1 Program with the City of Austin, Austin Energy that provides utility assistance for Travis County low-income households that are customers of Austin Energy in the FY14 period.

Summary and Staff Recommendation: Staff requests the acceptance of this application to continue the Financial Support Plus 1 Program with City of Austin, Austin Energy. The amount for current program agreement period is \$135,000. This amount is allocated quarterly. These program funds are used to respond to utility assistance requests from households having an income at or below 200% of the current Federal Poverty Income Guidelines and are unable to meet their household energy needs. The households must be customers of Austin Energy and Travis County residents.

Budgetary and Fiscal Impact: We utilize the allocated funds for direct service of utility assistance. Travis County will not receive or deposit these funds as they are internally allocated to our agency by Austin Energy each quarter in the contract period. No matching funds are required. The current contract period is 10/01/12 through 09/30/13.

Issues and Opportunities: The funding allocated by Austin Energy for this program is the largest local program funding received by the department for utility assistance.

Background: Travis County has participated in this program for a number of years. The department utilizes this program, as well as coordinating its efforts with other community resources, faith-based organizations and other local agencies providing services to Travis County residents.

Within the last full program year (FY12), we were able to assist 378 households within Travis County using this program funding. The operation of this program allows our department the ability to provide utility assistance to clients who are experiencing an energy-related hardship. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

cc: Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Budget Analyst I, Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Kapp Schwebke, Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Social Services Director, Family Support Services



Financial Support Plus 1 Program Community Partner Application Summary Form



Date: July 15, 2013 Please check one: New Request Renewal Request

Organization Name: Travis County through Travis County Health and Human Services & Veterans Service

Alternate name/acronym: N/A

Address: 100 N. IH 35

City: Austin

State: TX

Zip Code: 78701

Project Contact Person

Name: Tonda Owens

Title: Social Services Program Administrator

Phone: (512) 854-4113

Email: tondalier.owens@co.travis.tx.us

Areas affected by project (cities, counties, zip codes, etc.):

Entire area of Travis County

Employer/Taxpayer ID number (EIN/TIN): 74-6000192

Year organization established: 1936

Number of paid employees: 53

Number of volunteers: 87

Organizational Financial Information

Organization budget for current year: FY 2013 \$5,437,438.

Organization expenditure total for last year: FY 2012 \$5,236,863

Organization revenue total for last year: \$0. This program division does not generate revenue for Travis County.

With my signature I certify the following: (1) The above information is correct; (2) I am authorized by the governing board of this organization to submit this grant application; (3) this organization is in good standing with the IRS; (4) this organization does not discriminate on the basis of race, religion, sexual preference, physical circumstances or national origin.

Samuel T. Biscoe

Travis County Judge

Name (printed) of program administrator

Title

Signature of program administrator

Date



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 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

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

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

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

BUDGET AMENDMENTS AND TRANSFERS

FY 2013

7/23/2013

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580070	Reserves	CAR Reserves		150,000.00	1
		0001	149800	522040	TNR	Cap.Outlay Mtrl-Infra/Impvts	150,000.00		

TRANSFERS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1		0001	194101	511070	Criminal Cts.	Psychiatric Services		\$160,000.00	7
		0001	194101	514100	Criminal Cts.	Ct Ordered Expert Witness Exp	\$60,000.00		
		0001	194101	514230	Criminal Cts.	Substitute Ct. Reporter Charges	\$40,000.00		
		0001	194101	514240	Criminal Cts.	Transcript Expenses	\$60,000.00		
T2		0001	158010	510220	HHSVS	Office Supplies		\$71.54	10
		0001	158010	506010	HHSVS	FICA - OASI DI	\$3.72		
		0001	158010	506050	HHSVS	Retirement Contribution	\$5.78		
		0001	158010	506060	HHSVS	Worker's Compensatin	\$1.17		
		0001	158010	506020	HHSVS	FICA - Medicare	\$0.87		
		0001	158010	511770	HHSVS	Custodial Services	\$60.00		
T3		0001	158027	510200	HHSVS	Office Equipment		\$47.70	10
		0001	158027	506010	HHSVS	FICA - OASI DI	\$2.48		
		0001	158027	506050	HHSVS	Retirement Contribution	\$3.86		
		0001	158027	506060	HHSVS	Worker's Compensatin	\$0.78		
		0001	158027	506020	HHSVS	FICA - Medicare	\$0.58		
		0001	158027	511770	HHSVS	Custodial Services	\$40.00		
T4		0001	108003	500050	Tax Office	Salaries - Regular Employee		\$11,400.00	19
		0001	108003	511870	Tax Office	IT Consulting	\$11,400.00		

OTHER

O1	Approve TCSO request to reallocate a portion of FY 13 CAR project resources for engineering services to replace essential boilers at the Travis County Correctional Complex	25
O2	Approve FMD request to reallocate FY13 CAR project resources from University Savings Building to Ray Martinez Pct. 4 Office Building	27

FUND TRANSFERS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
FT1	600131	7019	000000	242031	LCRA Escrow	Arkansas Bend		\$4,666.58	29
		0001	149022	428010	TNR	Park Fees	\$4,666.58		
FT1	600135	7019	000000	242032	LCRA Escrow	Bob Wentz		\$47,678.34	29
		0001	149022	428010	TNR	Park Fees	\$47,678.34		
FT2	600136	7019	000000	242033	LCRA Escrow	Cypress Creek		\$0.00	29
		0001	149022	428010	TNR	Park Fees	\$0.00		
FT3	600164	7019	000000	242034	LCRA Escrow	Hippie Hollow		\$81,305.65	29
		0001	149022	428010	TNR	Park Fees	\$81,305.65		
FT4	600169	7019	000000	242035	LCRA Escrow	Mansfield Dam		\$30,059.43	29
		0001	149022	428010	TNR	Park Fees	\$30,059.43		
FT5	600175	7019	000000	242036	LCRA Escrow	Pace Bend		\$120,224.75	29
		0001	149022	428010	TNR	Park Fees	\$120,224.75		
FT6	600178	7019	000000	242037	LCRA Escrow	Sandy Creek		\$1,786.70	29
		0001	149022	428010	TNR	Park Fees	\$1,786.70		
FT7	N/A	7019	000000	245060	LCRA Escrow	Interest		\$405.44	29
		0001	149022	428010	TNR	Park Fees	\$405.44		



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

DATE: July 16, 2013 *AM*

RE: Transfer from Capital Acquisition Resources (CAR) Reserve to Transportation & Natural Resources (TNR) for guardrail and ADA sidewalk improvements.

Routinely through the Budget Process, Transportation and Natural Resources requests funds for guardrail and ADA sidewalk improvements. At the time of the Budget process, often it is unclear where and how much will be needed in a given year. Commissioners Court, through the FY 2013 Budget Process approved an earmark of \$100,000 for Guardrail improvements and \$50,000 for ADA sidewalk improvements in CAR Reserves for TNR to access once a list of projects has been defined. TNR has identified projects for these earmarks and is requesting \$150,000 from the in the CAR Reserve to be transferred to implement the proposed projects.

PBO is projecting that these funds will be spent as part of expenditure estimates used to predict the FY 2013 ending Fund balance. PBO recommends approval of this request.

cc: Leslie Browder, Jessica Rio, Travis Gatlin, PBO
Steve Manilla, Carol Joseph, Cynthia McDonald, TNR



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

700 Lavaca Street, 5th Floor, Suite 540
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

July 12, 2013

MEMORANDUM

TO: Leslie Browder, County Executive Planning and Budget Office
FROM: *Carol B. Doyle*
Steven M. Manilla, P.E., County Executive
SUBJECT: Approve Budget Transfer from CAR Reserves for FY 2013 Guardrail and ADA Sidewalk Improvements

Proposed Motion: Approve a budget transfer for \$150,000 from CAR Reserves for guardrail and ADA sidewalk improvements.

Summary and Staff Recommendation: TNR is requesting that the Commissioner's Court approve a transfer of \$150,000 from the CAR reserve account 1980000000 0001 580070 to account 1498000001 522040 for guardrail and ADA Sidewalk improvements in Travis County. During the FY 2013 budget cycle the Commissioners Court approved an earmark against CAR reserves to cover the \$150,000. TNR is expecting construction on these projects to begin in August 2013 and therefore recommends approval of this transfer.

Budgetary and Fiscal Impact: This will reduce the CAR allocated reserve account by \$150,000.

Required Authorizations: Planning and Budget Office, Alan Miller.

Exhibits: Budget transfer 400003044 for the \$150,000 has been entered in the SAP system and supporting documentation is attached.

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

DWJ:SMM:dwj

Attachments

cc: *dwj* David Greear, TNR
Joe Hall, TNR
Donna Williams-Jones, TNR
Jessica Rio, PBO

ADA Sidewalk Repair Projects

FY13 Sidewalk Repair Projects

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

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

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

2013 SGT Upgrades

Rd Name	arterial
BLUE GOOSE RD	y
BLUE GOOSE RD	y
ELROY RD	y
ELROY RD	y
ELROY RD	y
MANDA CARLSON	y
ROSS RD	y
ROSS RD	y
ROSS RD	y
ROSS RD	y
SPRINGDALE RD	y
SPRINGDALE RD	y
SPRINGDALE RD	y
SPRINGDALE RD	y
WOLF LN	y
WOLF LN	y
CAMERON RD	n
CAMERON RD	n
CAMERON RD	n
CAMERON RD	n
CAMERON RD	n
CAMERON RD	n
CAMERON RD	n
CAMERON RD	n
CAMERON RD	n
CAMERON RD	n
HOWARD LA	n
HOWARD LA	n
HOWARD LA	n
HOWARD LA	n
Immanuel Rd	n
Immanuel Rd	n
MC NEIL DR	n
MC NEIL DR	n
OLD HIGHWAY 20	n
OLD HIGHWAY 20	n
SPRINGDALE RD	n
SPRINGDALE RD	n
SPRINGDALE RD	n
PRIEM LN	
Total SGT's	39

Remove Exist'g	\$ 310
SGT- Matl	\$ 1,598
SGT - Labor	\$ 500
Total (per SGT)	\$ 2,408
Project Total	\$93,912

Header Information for Entry Doc Number

400003044

Doc. Number 400003044 Doc. Status Preposed FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Jul 10, 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 WILLIAD Creation Date Jul 16, 2013 Creation Time 08:35:23
 Resp. Person DONNA WILLIAMS JONES Year Cohort Public Law
 Header Text TNR FY13 CAR Reserve Earmark BA ADA SW & Guardrail Legislation

TextName

Lines

Total Document 0 150000 USD from CAR Reserve to TNR

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580070	1120	NOT-RELEVANT	-150,000	To 522040 FY13 TNR Earmark ADA SW & Guardrail
000002	0001		1498000001	522040	1710	NOT-RELEVANT	150,000	From CAR Reserves FY13 Earmark ADA SW & Guardrail

ADRC July 17, 2013



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca Street
Suite 1560
Austin, Texas 78701

MEMORANDUM

TO: Members of Commissioners Court

FROM: Victoria Ramirez, Budget Analyst *VR*

DATE: July 16, 2013

RE: Request by the Criminal Courts to Transfer Funds from Court-Related Line Items for Psychiatric Services Expenses within the Legally Mandated Fees Budget

The Criminal Courts are requesting the transfer of \$160,000 from court-related line items (budget control group 514000-514999) to its Psychiatric Services budget to cover higher than normal expenses. The department has experienced a shift in operating expenses because it is now charging sanity evaluations and expert witness testimony by psychologists to the Psychiatric Services line item. These expenditures were not expected to come out of the Psychiatric Services line item during the FY 13 budget development process. As this policy is expected to continue, PBO is working with the Criminal Courts to ensure resources are appropriately allocated within this department during the FY 14 budget development process.

PBO has verified that \$160,000 of temporary savings in the Expert Witness, Substitute Court Reporter, and Transcript Expenses line items is available in the Legally Mandated Fees budget due to the new policy of charging psychologists' evaluations and expert witness testimony to the Psychiatric Services line item. PBO recommends approval of this request.

cc: Leslie Browder, Jessica Rio, Travis Gatlin, PBO
Debra Hale, Joseph Kertz, Tonya Watson, Criminal Courts

**TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS**



**BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464**

DATE: July 12, 2013

TO: Members of the Commissioners Court

FROM: Debra Hale, Director of Court Management

SUBJECT: Request to Transfer Budget for Court Related Expenditures to Psychiatric Services

The Travis County Criminals Courts pays for Court Ordered Sanity Evaluations and Court Ordered Expert Witness testimony provided by psychologists. Previously this expense was paid from the Expert Witness Expense budget. In FY'13 this expense was changed to charge to the Psychiatric Services budget, along with the expense for Court Ordered Competency Evaluations to have all of the Psychological related expenses in one budget line item. This budget adjustment will cover the expenditures related to Psychological Services for the remainder of the fiscal year.

Header Information for Entry Doc Number

400003006

Doc. Number 400003006 Doc. Status Preposed FM Area 1000

Budget. Cate. Payment Doc. Year 2013 Doc. Date Jul 8, 2013

Value Type Budget Version 0 Doc. Type TRAN

Budget Type 1 Fiscal Year 2013 Year. Cash. Eff

Process UI TRAN Process RECV Original. Applic. BWB Doc. Family

Additional Data

Creator KERTZJ Creation Date Jul 10, 2013 Creation Time 11:16:01

Resp. Person JOE KERTZ Year Cohort Public Law

Header Text Cover the cost of Competency Evaluations

TextName

Lines Total Document USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area Grant	Funded Program	Local Amount	Text Line
000001	0001		1941010001	511070	1210	NOT-RELEVANT	-160,000	To Psych Services for competency evaluations
000002	0001		1941010001	514100	1210	NOT-RELEVANT	-60,000	From Expert Witness to Psych Services
000003	0001		1941010001	514230	1210	NOT-RELEVANT	-40,000	From Substitute Court Reporter to Psych Services
000004	0001		1941010001	514240	1210	NOT-RELEVANT	-60,000	From Transcript Expenses to Psych Services

Handwritten: A US r
July 17, 2013



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 blue ink, appearing to read "Aerin-Renee Toussaint", is written over the "From:" line.

DATE: July 12, 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 two staff members (Positions 30005428 and 30005237) who use 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 \$119.24 is being transferred internally to fund the cell phone allowances within the department. Documentation for the applicable budget transfers 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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

DATE: July 10, 2013

TO: Aerin Toussaint, Budget Analyst, Planning and Budget Office

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

SUBJECT: Health and Human Services and Veterans Service Cellular Phone Allowance Request

Proposed Motion: Consider and take appropriate action to approve the cellular phone allowance request for the following employees: Laura Smith and Florestela Martino.

Summary: The employees listed above are frequently in the field and away from routine telephone communication. The use of cellular phones is pertinent to performing their job functions. The department is requesting authorization of the cell phone allowance for these employees following Chapter 39.032 of the Travis County Wireless Communications Policy. The HHSVS County Executive has approved the request form to establish the monthly cellular allowance for these employees.

Budgetary and Fiscal Impact: The FY'2013 funds have been set aside in each division/program line item budget. The rates will vary for each employee.

These monthly amounts 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 Communications Manager
Nicki Riley, Travis County Auditor
Scott Diamond, Travis County Auditor Payroll
Kathleen Haas, HHS&VS Finance Manager

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.

Sharon Taylor for Steve Fleming
 Official/Department Head Signature and Date

7/11/13
 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, #30005428, Social Services Program Admin., #213	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A, #30005237, Social Services Asst., #243	<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"/>

Comments:

Requesting that cell phone allowance be set up for two new employees Laura Smith and Florestela Martino effective July 30, 2013.

Reviewed by PBO

[Signature] *7/17/13*
 Signature and date

Approved by Commissioner's Court

 Date

Processed by Auditor's Office

 Signature and date

Caula Mcmarion

From: Cheryl Knockless
Sent: Thursday, July 11, 2013 9:32 AM
To: Caula Mcmarion
Subject: RE: Cell Phone Allowance Certification

1580270001

510200 Office Equipment

Thanks Caula

Cheryl Knockless, Administrative Associate
Travis County HHS & VS, Community Services Division
100 N. IH 35, Suite #3200 Austin, TX 78701
(512)854-4597 Office
(512)854-4864 Fax
cheryl.knockless@co.travis.tx.us

From: Caula Mcmarion
Sent: Thursday, July 11, 2013 9:27 AM
To: Cheryl Knockless
Subject: FW: Cell Phone Allowance Certification

Cheryl:

Could you please identify where I can do a budget transfer from to cover Florestela cell phone allowance. I will need \$48.00. She will be receiving \$20.00 per month x 2 months = \$40.00 plus payroll taxes \$8.00 grand total \$48.00.

Let me know if you have any questions....Thanks

From: Caula Mcmarion
Sent: Wednesday, June 05, 2013 4:46 PM
To: Darrell Caldwell
Subject: RE: Cell Phone Allowance Certification

Hi Darrell:

I will start the process and get back with you soon with the total cost. Then you would need to get with Cheryl and identify where funds are for the Budget transfer.

From: Darrell Caldwell
Sent: Tuesday, June 04, 2013 11:50 AM
To: Caula Mcmarion
Subject: Cell Phone Allowance Certification

Caula,
Hope you are doing well. Somehow I have failed to submit the paperwork necessary for my newest staff, Ms. Florestela L. Martino to receive her cell phone allowance. I do recall that there was a certification process. Ms. Martino is also a part time social services asst. similar to my other staff. Please advise me as to what steps I should take to initiate this process.

Caula Mcmarion

From: Darrell Caldwell
Sent: Wednesday, June 05, 2013 5:22 PM
To: Caula Mcmarion
Subject: RE: Cell Phone Allowance Certification

Will do, thanks.

From: Caula Mcmarion
Sent: Wednesday, June 05, 2013 4:46 PM
To: Darrell Caldwell
Subject: RE: Cell Phone Allowance Certification

Hi Darrell:

I will start the process and get back with you soon with the total cost. Then you would need to get with Cheryl and identify where funds are for the Budget transfer.

From: Darrell Caldwell
Sent: Tuesday, June 04, 2013 11:50 AM
To: Caula Mcmarion
Subject: Cell Phone Allowance Certification

Caula,
Hope you are doing well. Somehow I have failed to submit the paperwork necessary for my newest staff, Ms. Florestela L. Martino to receive her cell phone allowance. I do recall that there was a certification process. Ms. Martino is also a part time social services asst. similar to my other staff. Please advise me as to what steps I should take to initiate this process.

Thanks

Caula Mcmarion

From: Jim Lehrman
Sent: Monday, May 20, 2013 10:00 AM
To: Kathleen Haas; Caula Mcmarion; Jane Prince-Maclean; Kendra Tolliver
Cc: Laura Smith; Veronica Loredoturman
Subject: RE: Need Cell Phone stipend for Laura Smith

I thought she would assume Janell's stipend.

From: Kathleen Haas
Sent: Monday, May 20, 2013 9:59 AM
To: Caula Mcmarion; Jane Prince-Maclean; Kendra Tolliver
Cc: Laura Smith; Jim Lehrman; Veronica Loredoturman
Subject: RE: Need Cell Phone stipend for Laura Smith

On the outside possibly did Jim approve a budget adjustment and identify where the funds were to come from for the stipend? Thanks

From: Caula Mcmarion
Sent: Monday, May 20, 2013 9:56 AM
To: Jane Prince-Maclean; Kendra Tolliver
Cc: Laura Smith; Jim Lehrman; Veronica Loredoturman; Kathleen Haas
Subject: RE: Need Cell Phone stipend for Laura Smith

Good Morning Jane:

Kamran is no longer here but she did request a long distance pin # for Laura before she left and I am waiting on Sally Green who issue those pins. I wasn't aware of the request for a cell phone stipend but will have our new employee Veronica Turman process your request this week.

Thanks

From: Jane Prince-Maclean
Sent: Monday, May 20, 2013 9:19 AM
To: Caula Mcmarion; Kendra Tolliver; x_Kamran Blaha
Cc: Laura Smith; Jim Lehrman
Subject: Need Cell Phone stipend for Laura Smith

Hi Wonderful Finance team

Just wanted to confirm that Laura has been set up for a cell phone stipend, as well as her long distance code. I have copied Jim to confirm that he approves the CMC having this stipend. Please confirm it's set up or what is needed to get it activated.

Thanks!
Jane

From: Caula Mcmarion
Sent: Thursday, May 16, 2013 4:12 PM
To: Jane Prince-Maclean
Cc: Laura Smith; Kendra Tolliver; x_Kamran Blaha
Subject: RE: Long Distance Code needed for Laura Smith

Jane:

Kamran requested a LDP for Laura, hope to have it soon.

Thanks

From: Jane Prince-Maclean
Sent: Wednesday, May 15, 2013 6:56 PM
To: Kendra Tolliver; x_Kamran Blaha; Caula Mcmarion
Cc: Laura Smith
Subject: Long Distance Code needed for Laura Smith

Please advise how we get Laura (copied on this email) a long distance code. I am sorry but I can't remember whom in Finance is doing these now. Thanks in advance!

Jane Prince MacLean LCSW
West Rural Community Center Administrator
Travis County Department of Health & Human Services and Veterans Service
8656 West Hwy 71, Building A
Austin, Texas 78735
[Jane.prince-maclean@co.travis.tx.us](mailto:jane.prince-maclean@co.travis.tx.us)
Office 854-4143 Fax 854-2145 Mobile 921-8350

Travis County Health and Human Services & Veterans Service is a department of Travis County that strives to maximize quality of life for all people in Travis County.

This message may contain confidential information protected by law and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify jane.prince-maclean@co.travis.tx.us if you have received this message by mistake and delete this record from your system.

Header Information for Entry Doc Number

400003047

Doc. Number 400003047 Doc. Status Preposed FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Jul 11, 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
 Creator MCMARIC Creation Date Jul 11, 2013 Creation Time 11:03:47
 Resp. Person Year Cohort Public Law

Additional Data

Header Text Transfer funds to cover Cell phone

TextName

Total Sender - \$71.54
 Total Receiver - \$71.54

Total Document \$0 USD

Lines

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1580100001	510220	1530	NOT-RELEVANT NON-FUNDED-PROGRAM	-71.54	Cell phone allowance for Laura Smith, slot #213
000002	0001		1580100001	506010	1530	NOT-RELEVANT NON-FUNDED-PROGRAM	3.72	
000003	0001		1580100001	506050	1530	NOT-RELEVANT NON-FUNDED-PROGRAM	5.78	
000004	0001		1580100001	506060	1530	NOT-RELEVANT NON-FUNDED-PROGRAM	1.17	
000005	0001		1580100001	506020	1530	NOT-RELEVANT NON-FUNDED-PROGRAM	-0.87	
000006	0001		1580100001	511770	1530	NOT-RELEVANT NON-FUNDED-PROGRAM	.60	

AS n July 17, 2013

Header Information for Entry Doc Number

400003048

Doc. Number 400003048 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Jul 11, 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
 Creator MCMARIC Creation Date Jul 11, 2013 Creation Time 11:11:25
 Resp. Person Year Cohort Public Law
 Legislation

Additional Data

Header Text To cover cell phone allowance for FMartino

TextName

Total Sender 47.70
 Total Receiver 47.70

Total Document \$0 USD

Lines

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1580270001	510200	1530	NOT-RELEVANT	-47.7	To cover Florestela Martino cell phone allowance
000002	0001		1580270001	506010	1530	NOT-RELEVANT	2.48	
000003	0001		1580270001	506050	1530	NOT-RELEVANT	3.86	
000004	0001		1580270001	506060	1530	NOT-RELEVANT	0.78	
000005	0001		1580270001	506020	1530	NOT-RELEVANT	0.58	
000006	0001		1580270001	511770	1530	NOT-RELEVANT	40	

Asio n July 17, 2013



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca, Ste. 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court
FROM: Aerin-Renee Toussaint, Budget Analyst
DATE: July 12, 2013

A handwritten signature in blue ink, appearing to read "Aerin-Renee Toussaint".

RE: Request to transfer funds from the Tax Office personnel items to operating for purchase of computer software expansion.

The Tax Office is requesting approval to use \$11,400 of internal temporary salary savings in the department to pay for changes to Tax Office Computer System contracts with Hamer Enterprises. The Tax Office plans to expand the Online Partial pay Agreement and Electronic Tax Statement portals on the Travis County Tax Office website.

Per Travis County Budget Rules, Commissioners Court approval is needed to move funds from the personnel budget to pay for operating expenses. PBO confirms that the Tax Office is meeting the prorated amount of its \$123,776 in budgeted permanent salary savings for the first three quarters of the Fiscal Year. The department will have approximately \$140,000 of realized temporary salary savings remaining after this purchase.

PBO recommends approval of this request.

cc: Leslie Browder, County Executive, PBO
Bruce Elfant, Travis County Tax Assessor-Collector
Travis Gatlin, Diana Ramirez, PBO
Renea Deckard, Tina Morton, Tax Office
Jessica Rio, Budget Director



Bruce Elfant
TAX ASSESSOR-COLLECTOR
VOTER REGISTRAR

5501 Airport Blvd
AUSTIN, TX 78751
(512) 854-9473

Date: July 11, 2013
To: Aerin Toussaint, Budget Analyst
From: Renea Deckard, Associate Deputy
Subject: Quote 2724, 2725, 2726 Easy Access Inc. Change Orders

In an effort to continue to maximize efficiencies within the Property Tax Collections Division of the Tax Office; our office is seeking to use part of this year's salary savings to expand the use of technology. It is the Tax Office goal to direct more customers to self-service options through the Tax Office Website.

Expansion of Website:

1. Expansion of the on-line partial pay agreement (OPA) would provide property owners with more information regarding their particular property. This would allow one to make better choices when applying for additional time to pay. The expansion would give detail information regarding the penalties and interest charged throughout the payment terms. In addition, if the particular property qualified for alternate payment provisions allowed by law, the system would automatically inform the property owner of various choices and specific details pertaining to that process.
2. The expansion of the current electronic tax statement (eBill) module would allow property owners who own more than one property to enroll multiple properties during the initial registration. Currently one must complete the entire registration process for each property.

The items mentioned above will be components of the data pages of the Travis County Tax Office website www.traviscountytax.org. Attached are the change orders pertaining to the above mentioned items. It is our request to move \$11,400.00 from 'Property Tax Collections' 1080030001 commitment item 'Salaries – Regular Employees' # 500050 to 'IT Consulting' #511870. Please let me know if you have any questions or need further information.

CHANGE ORDER REQUEST

DATE: May 29, 2013

CONTRACT: Contract Between Travis County and Easy Access, Inc. for Tax Office Computer System, Contract No #MA960322LC

MODIFICATION NO. _____

Pursuant to Section 22.4 Contractor and Project Directors hereby submit the following Change Order:

Scope of Work:

Services: Quote #2724:

OPA Modifications

At the time a property owner starts the OPA process the module would recognize that the account qualifies for a quarterly installment plan. Therefore giving them the choice to enter into the QTR program or the OPA program. (Might add Deferral info)

Project Impact: \$4,800

Easy Access Inc and Travis County have given careful consideration to the changes proposed and hereby agree with the System changes and the project impact.

Submitted by:
EASY ACCESS INC

Approved by:
TRAVIS COUNTY

William C Hamer

Approved by electronic signature

William C Hamer

Typed

CEO

Title

05/29/2013

Date

Authorized Signature

Typed

Title

Date

21

CHANGE ORDER REQUEST

DATE: May 29, 2013

CONTRACT: Contract Between Travis County and Easy Access, Inc. for Tax Office Computer System, Contract No #MA960322LC

MODIFICATION NO. _____

Pursuant to Section 22.4 Contractor and Project Directors hereby submit the following Change Order:

Scope of Work:

Services: Quote #2725:

OPA Modifications

Adding a Frequently Asked Questions to the beginning of the process. Perhaps have the customer acknowledge that they have read these facts.

Highlight the P & I that a customer would be paying each month by showing the customer the proportion of their payment to base and P & I. This should be at the point the person is making payment term decisions.

Project Impact: \$3,600

Easy Access Inc and Travis County have given careful consideration to the changes proposed and hereby agree with the System changes and the project impact.

Submitted by:
EASY ACCESS INC

Approved by:
TRAVIS COUNTY

William C Hamer

Approved by electronic signature
William C Hamer

Typed
CEO

Title
05/29/2013

Date

Authorized Signature

Typed

Title

Date

22

CHANGE ORDER REQUEST

DATE: May 29, 2013

CONTRACT: Contract Between Travis County and Easy Access, Inc. for Tax Office Computer System, Contract No #MA960322LC

MODIFICATION NO. _____

Pursuant to Section 22.4 Contractor and Project Directors hereby submit the following Change Order:

Scope of Work:

Services: Quote #2726:
Expand the eStatement allowing for multiple accounts to be chosen at one time.

Project Impact: \$3,000

Easy Access Inc and Travis County have given careful consideration to the changes proposed and hereby agree with the System changes and the project impact.

Submitted by:
EASY ACCESS INC

Approved by:
TRAVIS COUNTY

William C Hamer

Approved by electronic signature
William C Hamer

Typed
CEO

Title
05/29/2013

Date

Authorized Signature

Typed

Title

Date

23

Header Information for Entry Doc Number

400003062

Doc. Number 400003062 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Jul 15, 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
 Creator PEERTNK Creation Date Jul 15, 2013 Creation Time 09:37:59
 Resp. Person Year Cohort Public Law
 Legislation

Additional Data

Header Text Comm Court 7-23-13 for IT consulting from salary s

TextName

sender: \$ 11,400
 receiver: \$ 11,400

Lines

Total Document \$ 0 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area	Grant	Funded Program	Local Amount	Text Line
000001	0001		1080030001	500050	1130	NOT-RELEVANT	NON-FUNDED-PROGRAM	-11,400	Comm court 7-23-13 salaries to IT Consulting
000002	0001		1080030001	511870	1130	NOT-RELEVANT	NON-FUNDED-PROGRAM	.11,400	

Signature
 Aio re July 17, 2013



**PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS**

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

MEMORANDUM

TO: Commissioners Court *Travis R. Gatlin*
FROM: Travis R. Gatlin, Assistant Budget Director
DATE: July 14, 2013
SUBJECT: Internal Reallocation from Travis County Sheriff's Office Capital Acquisition Resources (CAR) Projects for Engineering Services to Replace Essential Boilers at Travis County Correctional Complex

The FY 13 Adopted Budget includes \$153,203 in Capital Acquisition Resources (CAR) for TCSO vehicle radios. The Travis County Sheriff's Office has submitted a request to reallocate \$120,000 of this amount for engineering services replace the boiler system at Building 12 at the Travis County Correctional Complex. This critical request is due to problems with the boiler system where four of the eight boilers have developed leaks and are no longer covered under warranty. Two of the four boilers are scheduled to be replaced this year at Building 12 and a TCSO has an interim solution for the other two leaking boilers until a new system is in place. TCSO has determined that a new system with built-in redundancy is needed should a part of the system fail in the future then the correct water temperatures can be maintained in Building 12 per jail standards. The estimated cost of the engineering work is \$120,000 and will correctly size electronic mixing valves, water heaters and provide a scope of work and drawings for the installation and big process.

Funding for the installation of the system to replace four of the eight boiler units is recommended in the FY 14 Preliminary Budget with the remaining other half of the system likely requested as a part of the FY 15 budget process. PBO has worked with the office to identify the \$120,000 needed from funding reserved in the FY 13 budget for the replacement of vehicle radios that can reasonably be deferred to a later time. After the reallocation, there will be balance of \$33,203 for radio replacement should resources for radio replacements be needed.

PBO supports the reallocation of CAR project resources of \$120,000 for this critical inmate related project.

cc: Greg Hamilton, Travis County Sheriff
Major Phyllis Clair, Major Darren Long, Major Mark Sawa, Paul Matthews, Maria Wedhorn,
Captain Michael Gottner, Wallace Sefcik, TCSO
Melinda Grahmann, County Auditor's Office
Danny Hobby, Emergency Services
Leslie Browder, Jessica Rio, Diana Ramirez, PBO



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

DATE: 07/12/13

MEMORANDUM

TO: Travis Gatlin, Planning & Budget

FROM: Maria Wedhorn, Financial Analyst lead

SUBJ: Del Valle Building 12 Boiler Replacement Project

Please accept this memo as a request to re-allocate \$120,000.00 from the \$153,203.00 current balance of FY 12 existing CAR funds for the purchase of vehicle radio's toward the purchase of Bldg. 12 Boiler replacement project.

The need has become critical as boilers in the building have started to fail causing significant hardships on staff as well as inmates. The funds are needed to secure the Engineering part of the project.

These funds have been in place since FY 12 and at the time we were able to reissue existing radios from vehicles that were being pulled off line so that we did not need to deplete our stock on hand. The balance of \$33,203.00 will be used toward the purchase radios as needed.




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street, Ste. 1560
Austin, Texas 78701

P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director 

DATE: July 16, 2013

RE: Request to Switch Approved CAR Funding to a New Emergency Project

During the FY 13 budget process, Commissioners Court approved \$108,000 in CAR funding to replace the large air handling unit for the University Savings Building (USB). This project has not yet been executed. However, the unit at USB is in working condition and is expected to continue working for the foreseeable future.

At this time, there is a large air handling unit at the Ray Martinez Precinct 4 Office Building that is failing and serves a large portion of the building. FMD is requesting that the \$108,000 in CAR funding for the USB air handler be instead used to meet the emergency need at the Ray Martinez Office Building. FMD has stated that it will wait until a future budget cycle to request new funding for the USB large air handling unit and will defer its replacement until new funding is approved by Commissioners Court.

PBO recommends approval of changing the project for which the \$108,000 is intended to address a critical issue. PBO will work with FMD in future budget cycles to ensure that appropriate funding is approved for the USB when needed.

cc: Leslie Browder, Jessica Rio, Travis Gatlin, PBO
Roger El-Khoury, John Carr, Amy Draper, FMD

LE



FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

Project No: PCT4-14-13F-4M

File: 102

TO: Diana Ramirez, Senior Budget Analyst, Planning and Budget Office

FROM: Roger A. El Khoury, M.S., P.E., Director

DATE: July 16, 2013

SUBJECT: Funding Issue – Ray Martinez Building – Rooftop HVAC Unit

Facilities Management Department (FMD) requests your assistance in obtaining approval to switch \$108,000 of CAR funding previously approved for the replacement of a large air handler unit at the University Savings Building to a more pressing need at the Ray Martinez Building. The air handler unit at the USB is old, but is still serviceable. FMD will request funding for the replacement of this unit in the FY16 budget cycle. At this time, a large roof top unit is failing at the Ray Martinez Building. Switching the funding from the USB to the Ray Martinez Building project will allow for procurement and replacement of this failing unit that serves a large portion of the building. FMD has prepared the necessary specifications for the procurement of the replacement unit and will proceed once funding is available. FMD has loaded budget adjustment # 400003092 into the system for this request.

Please direct any questions on this request to John Carr at 44772 or Amy Draper at 49040. Thank you for your assistance with this request.

COPY TO:

Leslie Browder, County Executive, PBO
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD

20

FUND TRANSFER FORM

Department Name: T.N.R.

Department Number: 149

Is this request related to a separate agenda item other than Budget Amendments and Transfers? If yes, please check the appropriate blank below and attach copies of the agenda request and all supporting documentation submitted to the County Judge's Office.

TRAVIS COUNTY PLANNING & BUDGET OFFICE

- Contract Pending
Personnel Amendment
Other, Please Specify:

ALL AMOUNTS MUST BE IN WHOLE DOLLARS

Table with columns: Item, Fund/Cost Cntr/GL Account Number, Internal Order No., Object Title, Reduction Amount, Type, PBO Approval Analyst/Manager. Includes rows 1-9 with transfer details and signatures.

JUSTIFICATION: Needs rebudgeting to meet commodity code requirements Other, please specify:

Types of Transfer - TR
Requests Amendment - AM
Discussion - DS
Automatic - AU

FY2013 3rd Qtr net park revenue totaling \$286,126.89 from the LCRA Escrow Fund to the County's General Fund. This submission is in accordance with CC approval of May 17, 1999 considering and approving such quarterly transfers under agenda "Budget Transfers and Amendments".

Signature of Elected/Appointed Official

Date 07/16/13

**Transportation & Natural Resources
LCRA/Travis County Parks
30-Jun-13**

FY 2013 3rd Qtr. Transfer to General Fund & CIP

SAP-LCRA Escrow Fund No. 7019					
GL Account No.	LCRA Park	3rd Qtr Revenues 4/1/13-6/30/13	Less: FY2013 LCRA Admin. Fee Payment 3rd Qtr	Less: Pending 3rd Qtr Trsfr. To CIP Fund 0109 Cost Center 1490220109 GL Acct. No. 428010	Net Amount to Transfer to General Fund 0001 Cost Center 1490220001 GL Acct. No. 428010
			<i>Estimated</i>		
242031	Arkansas Bend	5,645.00	(131.67)	(846.75)	4,666.58
242032	Bob Wentz	57,640.65	(1,316.21)	(8,646.10)	47,678.34
242033	Cypress Creek	-	-	-	-
242034	Hippie Hollow	98,354.00	(2,295.25)	(14,753.10)	81,305.65
242035	Mansfield Dam	36,366.00	(851.67)	(5,454.90)	30,059.43
242036	Pace Bend	145,732.00	(3,647.45)	(21,859.80)	120,224.75
242037	Sandy Creek	2,172.00	(59.50)	(325.80)	1,786.70
	Sub-total:	\$345,909.65	(\$8,301.75)	(\$51,886.45)	\$285,721.45
245060	Interest	405.44			405.44
	Total:	\$346,315.09	(\$8,301.75)	(\$51,886.45)	\$286,126.89

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
\$6,920,945			Beginning Balance
(\$10,000)	TNR	10/16/12	Clean Air Force 2013
(\$11,388)	Various	Various	Approved by CC for FY13 portion of ACC intern program
(\$378,290)	HHS	11/6/12	Parenting in Recovery Program
(\$1,881)	TNR	11/13/12	Constable Staffing
(\$135,679)	Constable Pct. 1	11/15/12	Constable Staffing
(\$10,000)	County Attorney	11/20/12	Legal Advisory Services
(\$240,179)	HRMD	12/4/12	Benefits income adjustment
(\$12,537)	Tax Office	12/11/12	Reclassification of two positions
(\$7,067)	JP Pct. 5	12/28/12	DPS backlog-drivers license revocation
(\$80,000)	TNR	1/22/13	East Metro Park Multi-Purpose Court
(\$46,900)	TNR	1/29/13	Recycling Program
(\$11,700)	Facilities	2/5/2013	Move for Dist. Clerk to Gault basement
(\$190,642)	County Attorney	3/12/2013	County Attorney Litigation Staff
(\$21,592)	ITS	3/12/2013	County Attorney Litigation Staff
(\$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
\$721,064	County Clerk	5/28/2013	Reimbursement for November Election
(\$35,000)	County Attorney	6/25/2013	Legal Services-Congressional Redistricting
\$6,059,074	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$137,676)	Civil Courts – Drug Court Grant
(\$200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
(\$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
(\$2,403,843)	Total Possible Future Expenses (Earmarks)
\$3,655,231	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)**CAR RESERVE TRANSFERS**

Amount	Dept Transferred Into	Date	Explanation
\$2,813,944			Beginning Balance
(\$8,000)	ITS	11/27/12	IT Infrastructure for FMD Projects
(\$82,552)	EMS	12/11/12	Fire fighting aircraft
(\$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
(\$224,417)	ITS	6/4/13	IT Infrastructure for 5th Fl. Granger
(\$194,502)	TNR	6/18/13	Replacement cost of Automobile losses
\$1,224,826 Current Reserve Balance			

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
\$ (592,883)	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
\$ (1,120,929)	Total Possible Future Expenses (Earmarks)

\$103,897 Remaining CAR Reserve Balance After Possible Future Expenditures

Emergency Reserve Status (580120)

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

Fuel & Utility Reserve Status (580130)

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000 \$ (880,000)	TNR	7/16/23	Beginning Balance Fuel
\$120,000 Current Reserve Balance			

Planning Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
\$5,496,000 \$ (50,000)	PBO	5/21/13	Beginning Balance Civil & Family Courthouse Planning Services
\$5,446,000 Current Reserve Balance			

Juvenile Justice TYC (580260)

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

Smart Bldg. Facility Maintenance Reserve Status (580240)

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

IJS/FACTS Reserve Status (580160)

Amount	Dept Transferred Into	Date	Explanation
\$2,164,795			Beginning Balance
(\$196,951)	ITS	10/23/12	OnBase Infrastr.
(\$717,746)	ITS	11/6/12	CUC TechShare
(\$1,146,096)	ITS	12/18/2012	TechShare
(\$98,063)	RMCR	5/28/2013	DMS Software
\$5,939 Current Reserve Balance			

Transition Reserve Status (580300)

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

Reserve for State Cuts Status (580310)

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

Starflight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
\$1,001,050 \$ (96,000)	EMS	4/9/13	Beginning Balance Helicopter Mtn/Rpr
\$905,050 Current Reserve Balance			

1115 Waiver Reserve Status (580200)

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

Interlocals Reserve Status (580200)

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

Annualization Reserve Status (580200)

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

Salary Savings Reserve Status (580200)

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

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
\$57,195,853			Beginning Balance
(\$2,302,015)	EMS	12/11/12	Reimbursement Resolution
(\$2,941,500)	ITS	12/11/12	Reimbursement Resolution
(\$877,000)	TNR	12/11/12	Reimbursement Resolution
(\$901,912)	FMD	12/11/12	Reimbursement Resolution
\$901,912	FMD	6/25/13	Transfer back to Unallocated Resv.
\$2,302,015	EMS	6/24/13	Transfer back to Unallocated Resv.
\$877,000	TNR	6/27/13	Transfer back to Unallocated Resv.
\$54,254,353 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 07/23/2013, 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. Annual application to the Emergency Food and Shelter Program Board for an Emergency Food and Shelter Program grant in Health and Human Services and Veterans Services; and
- B. Annual contract with the Texas Department of Housing and Community Affairs for a Low-Income Home Energy Assistance Program through the United States Department of Health and Human Services in Health and Human Services and Veterans Services Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

These grants are current grants that are up for renewal. Both are long term grants.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

No County match is required for either grant.

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 #
A	158	Emergency Food and Shelter Program, Phase 31	04/01/13 - 03/31/2014	\$25,000	\$0	\$0	\$0	\$25,000	-	R	S	10
B	158	Low Income Home Energy Assistance Program (LIHEAP)	04/01/13 - 03/31/2014	\$823,394	\$0	\$0	\$0	\$823,394	-	R	EC	17

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	1/22/2013
147	Emergency Management Performance Grant	10/01/12 - 09/30/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	2/5/2013
137	TCSO Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	2/5/2013
137	TxDOT Impaired Driving Mobilization	03/1/13 - 09/30/13	\$16,906	\$5,684	\$0	\$0	\$22,590	-	2/5/2013
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$233,124	\$0	\$0	\$0	\$233,124	2.00	2/19/2013
124	Veterans Commission Grant	07/01/13 - 06/30/14	\$49,470	\$0	\$0	\$0	\$49,470	-	2/19/2013
139	Travis County Adult Probation DWI Court	09/01/13 - 08/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	2/19/2013
145	The Eagle Soars: An Educational and Career Development Program	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	2/19/2013
145	Enhancing Services for Victims of Crime	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.00	2/19/2013
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
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	-	5/21/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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	-	5/21/2013
158	AmeriCorps	08/01/13 - 07/31/14	\$298,671	\$500,191	\$0	\$0	\$798,862	31.00	5/21/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	5/28/2013
145	National School Lunch/Breakfast Program & USDA School Commodity Program	09/30/13 - 09/29/14	\$307,204	\$0	\$0	\$0	\$307,204	-	6/4/2013
145	The Eagle Soars: An Educational and Career Development Program*	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	6/11/2013
120	Verifying UOCAVA Ballot Inclusion in Election Results	09/01/13 - 11/30/14	\$4,183,575	\$0	\$0	\$0	\$0	1.00	6/18/2013
120	Electronic Transmission of Ballot Portal	09/01/13 - 11/30/14	\$19,950	\$0	\$0	\$0	\$0	-	6/18/2013
137	Vision Summit	01/01/13 - 09/30/13	\$78,147	\$0	\$0	\$0	\$78,147	-	7/2/2013
145	Enhancing Supervision, Security, and Policies to Ensure Youth Safety	10/01/13 - 09/30/15	\$250,000	\$262,446	\$0	\$0	\$512,446	3.15	7/2/2013
135	Accessible Parking Awareness Campaign	10/01/13 - 03/31/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	7/9/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$21,432	\$0	\$0	\$0	\$21,432	-	7/16/2013
			\$51,979,634	\$1,709,442	\$631,149	\$73,588	\$50,190,288	77.70	

*Amended from original agreement.

**FY 2013 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2012.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12-3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVC)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program-SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12 - 6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	\$0	\$0	\$117,678	-	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$86,000	\$0	\$0	\$0	\$86,000	-	12/18/2012
158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	\$25,000	\$0	\$0	\$0	\$25,000	-	12/18/2012
140	Safe Havens: Supervised Visitation and Safe Exchange program*	10/1/10 - 9/30/13	\$400,000	\$0	\$0	\$0	\$400,000	-	12/28/2012
145	Juvenile Front End Therapeutic Services Program*	09/01/11 - 08/31/12	\$17,617	\$0	\$0	\$0	\$17,617	-	1/22/2013
145	Residential Substance Abuse Treatment Program*	10/01/11 - 09/30/12	\$132,063	\$47,512	\$0	\$0	\$179,575	1.00	1/22/2013
145	Eagle Resource Project*	09/01/11 - 08/31/12	\$34,628	\$0	\$0	\$0	\$34,628	-	1/22/2013
137	Sheriff's Office Command & Support Vessel*	09/01/12 - 06/30/13	\$250,000	\$0	\$0	\$0	\$250,000	-	1/29/2013
137	2010 UASI-Tactical Response Vehicle*	08/01/2010 - 07/31/12	\$475,000	\$0	\$0	\$0	\$475,000	-	2/12/2013
147	2010 HSGP _ Travis County Haz. Mat. Detection and Decontamination Equipment and Related Maintenance*	08/01/2010 - 07/31/12	\$39,938	\$0	\$0	\$0	\$39,938	-	2/12/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
155	Justice Reinvestment Initiative	03/01/13 - 02/28/15	\$300,000	\$0	\$0	\$0	\$300,000	-	2/19/2013
147	2010 UASI Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator*	08/01/10 - 12/31/12	\$250,000	\$0	\$0	\$0	\$250,000	1.00	2/26/2013
155	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	\$69,012	\$0	\$0	\$0	\$69,012	-	2/26/2013
159	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	\$10,101	\$0	\$0	\$0	\$10,101	-	2/26/2013
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
158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	5/21/2013
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	-	5/21/2013
147	Fire Mitigation Assistance Grant-Perdernes Fire #2959	09/04/11	\$306,990	\$0	\$0	\$0	\$306,990	-	5/28/2013
147	Fire Mitigation Assistance Grant- Steiner Ranch Fire #2960	09/04/11	\$204,379	\$0	\$0	\$0	\$204,379	-	5/28/2013
158	Comprehensive Energy Assistance Program #58120001710	04/01/13 - 07/31/13	\$1,263,589	\$0	\$0	\$0	\$1,263,589	-	5/28/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	Fire Mitigation Assistance Grant- Hodde Lane Fire #2957	09/04/11	\$20,951	\$0	\$0	\$0	\$20,951	-	6/11/2013
149	Pace Bend Park Low Water Boat Ramp	09/04/11	\$80,460	\$0	\$26,820	\$0	\$107,280	-	6/18/2013
			\$14,971,031	\$400,027	\$214,286	\$0	\$15,585,344	23.08	

*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct.		Has the General Fund been Reimbursed
			Personnel Cost	Operating Transfer	Total Request			PTC Approval Date	Contract Approval Date	
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	Yes
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	N/A	Yes
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	N/A	Yes
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	N/A	Yes
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	Yes
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	Yes
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	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

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS/Family Support Services	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	Emergency Food and Shelter Program, Phase 31		
Grant Period:	From: <input type="text" value="Apr 1, 2013"/>	To: <input type="text" value="Mar 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	EFSP Program's National Board		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	Department of Homeland Security/Federal Emergency Management Agency		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 25,000	\$ 0	\$ 0	\$ 0	\$ 25,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 25,000	\$ 0	\$ 0	\$ 0	\$ 25,000
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	# of Households receiving Utility Assistance	28,358	21,642	15,000	18,000
2.					
3.					
+ - Measures for the Grant					
1.	# of Households receiving Utility Assistance from the Emergency Food and Shelter Program	332	128	135	
Outcome Impact Description		Assist households who are experiencing an economic emergency. The department assists these households by paying the highest one month amount still owed of each of the household's utility (electricity, gas or propane) bills.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

Health and Human Services and Veterans Service is requesting Commissioners Court approval to apply for Emergency Food and Shelter Program grant funds from the Department of Homeland Security. The \$25,000 requested will provide utility assistance for Travis County citizens at or below 200% of the federal poverty guidelines. This is a continuation grant, and there is no grant match required.

PBO recommends approval of this application request.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

As an existing program, these funds will continue to be used to provide emergency utility assistance to qualified Travis County residents. These grant funds are sometimes used in conjunction with other utility assistance programs available providing a higher level of assistance to further the client's energy self-sufficiency.

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

Existing staff will perform eligibility determination and vendor payment processes. No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No County match is required.

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

The application indicates that agencies are strongly encouraged to use all of the requested funds for direct client assistance. Therefore, the County will use the funds awarded in Phase 31 for direct client services.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

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

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Travis County Health and Human Services & Veterans Service Department's Family Support Services Division staff will continue to provide client interviews for eligibility determination of this program and the other programs available through the department. This program funding assists in meeting the needs of the clients who are experiencing an economic crisis and need assistance meeting their household utility obligations.



**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
(512) 854-4100
Fax (512) 854-4115**

Date: July 9, 2013

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2013 Emergency Food and Shelter Program Phase 31 Application

Proposed Motion: Consider and take appropriate action to approve the 2013 grant application for funding of the Emergency Food and Shelter Program Phase 31.

Summary and Staff Recommendation: Staff requests the acceptance and authorization to apply for \$25,000 in funding for the Phase 31 grant period. This requested amount is the same amount awarded in the previous grant period. The funds awarded for this grant are used to provide emergency utility assistance for Travis County's low-income individuals and families who have an income at or below 200% of the current Federal Poverty Income Guidelines.

Budgetary and Fiscal Impact: The awarded funds will be budgeted in the utility assistance GL established for this grant fund. No matching funds are required. We expect a decision to be made concerning our application in the next few months. The current contract period was 04-01-12 through 03-31-13.

Issues and Opportunities: The department has participated in this program for a number of years. Within the most recent program period, the department assisted 128 households with their utility bills.

Other agencies receiving funds for this program use their funding to provide food, shelter and rental assistance for clients. Through coordinating efforts with these agencies with regard to their use of funding as well as ours, duplication of services is prevented and assistance is given in a more efficient and effective manner.

We will use all of the Emergency Food and Shelter Program funds for direct assistance to clients. These funds are used to supplement the Federal, State, and local grant funds to enable the department to extend utility assistance to indigent individuals and families who seek aid from the department.

cc: Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Budget Analyst I, Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Michelle Gable, Financial Analyst II, County Auditors
Cyd Grimes, C.P.M., C.P.P.O, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Social Services Director, Family Support Services



Emergency Food &
Shelter National
Board Program

**EMERGENCY FOOD AND SHELTER PROGRAM
PHASE 31
AUSTIN/TRAVIS & WILLIAMSON COUNTIES**

APPLICATION

Organization:	Travis County through Travis County Health and Human Services & Veterans Service		
Physical Address:	502 E. Highland Mall Blvd., Austin, TX 78752		
Mailing Address (if different from physical address):	P. O. Box 1748, Austin, TX 78767		
Contact Person for Application Questions:	Jim Lehrman		
Phone:	(512) 854-4100	Fax:	(512) 854-4115
Email:	Jim.lehrman@co.travis.tx.us		
Contact Person for EFSP if Funded:	Jim Lehrman		
Phone:	(512) 854-4100	Fax:	(512) 854-4115
Email:	Jim.lehrman@co.travis.tx.us		
Organization's Total Operating Budget:	\$20,625,384		
Program Budget:	\$ 5,437,438		

Instructions for the "Desired Expense Documentation Method" selection in the table below:

- **This choice only applies to the Served Meals and Mass Shelter categories of assistance.**
- Please refer to the Program Costs section of the manual, especially pages 60-61.
- Note for those who choose the per meal or per diem method: The Local Board will have to approve your selection after funding decisions have been made.
- The two choices for Served Meals are:
Actual Direct Eligible Costs
Exactly \$2/meal
Please select one and enter in the table below.
- The two choices for Mass Shelter are:
Actual Direct Eligible Costs
Per diem: \$7.50 or \$12.50 per person per night



Emergency Food & Shelter National Board Program

Please choose actual costs or per diem (and if the latter, also the dollar amount), and enter your choice in the table below.

Category	Funds Requested (dollar amount)	Desired Expense Documentation Method
A) Served Meals		
B) Other Food		N/A
C) Mass Shelter		
D) Other Shelter		N/A
E) Rent/Mortgage Assistance		N/A
F) Utilities Assistance	\$25,000	N/A
G) Administration (2% of total request maximum)	0	N/A
H) Total Funding Amount	\$25,000	N/A

Note: Although a 2% administrative allocation is allowable, applicants are strongly encouraged to submit funding requests in which all funds are used for assistance to clients.

I certify that the governing body of this organization has knowledge of and approved this grant application:

BY:	
Signature	Date
Samuel T. Biscoe, Travis County Judge	
Printed Name	



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / Community Services, Housing Services	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	Low-Income Home Energy Assistance Program (LIHEAP)		
Grant Period:	From: <input type="text" value="Apr 1, 2013"/>	To: <input type="text" value="Mar 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing and Community Affairs		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U. S. Department of Health and Human Services		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 231,020	\$ 0	\$ 0	\$ 0	\$ 231,020
Operating:	\$ 541,037	\$ 0	\$ 0	\$ 0	\$ 541,037
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 51,337	\$ 0	\$ 0	\$ 0	\$ 51,337
Totals:	\$ 823,394	\$ 0	\$ 0	\$ 0	\$ 823,394
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"/>	MG	
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.	Number of referrals required to support housing programs from emergency assistance centers (includes: LIHEAP, TACAA, and HOME REPAIR)	710	710	300	475
2.					
3.					
+ - Measures for the Grant					
1.	# of Households receiving LIHEAP weatherization assistance	143	145	60	225
	Outcome Impact Description	Providing weatherization services and minor home repair for clients as prescribed by the grant guidelines will lower the household energy usage and lower household energy costs.			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

HHS&VS is requesting approval of a grant contract that continues the Low Income Home energy Assistance Act (LIHEAP) Weatherization Assistance Program through March 31, 2014. The grant award totals \$823,394 and includes indirect costs of \$51,337, or 6% of the total grant budget. There is no match requirement for this program.

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?

The department has received this grant for a number of years. These funds will be utilized to assist low-income households to achieve a level of energy efficiency by providing weatherization assistance to the residences. The benefit of weatherizing these households and reducing their home energy needs will further improve the ability to become energy self-sufficient.

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

No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

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

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs (\$51,337) at the rate of 6% of the total allowable expenditures excluding funds for travel and training (\$2,000).

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

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

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff for those households deemed eligible for weatherization assistance. The Housing Services staff performs assessments of the residences and determines the weatherization services and minor home repairs that can be addressed with this grant funding and other funding sources available. Services are provided by either in-house staff or by purchasing contracted services.

This grant assistance is another program the department uses to meet the requests of low-income clients who are seeking minor home repair, weatherization services and basic needs services.



**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
(512) 854-4100
Fax (512) 279-1608

MEMORANDUM

Date: July 9, 2013

To: MEMBERS OF THE COMMISSIONERS COURT

From: *Blanca Healy for Sherri Fleming*
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

Subject: Acceptance of 2013– 14 LIHEAP Weatherization Assistance Program Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs for the LIHEAP Weatherization Assistance Program for 2013 - 14.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs (TDHCA). The total grant funding for this contract is in the amount of \$823,394. The LIHEAP grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs, and addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors. The distribution of assistance will be to qualified Travis County residents with household income levels at or below 125% of the current Federal Poverty Income Guidelines with household weatherization needs.

Budgetary and Fiscal Impact: We will be able to use the LIHEAP funds for administration, materials, labor and training. The funds for materials will be budgeted in the GL accounts for building repairs and maintenance and supplies & equipment. Funding for labor will be budgeted in the corresponding salaries and benefit GL accounts. Funds for training will be budgeted in the applicable registration and travel, meals and lodging GL accounts. No matching funds are required for this grant. This contract period is 04/01/13 through 03/31/14.

Issues and Opportunities: We were able to provide weatherization services for 68 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age five and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Budget Analyst I, Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Michelle Gable, Auditor Analyst II, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., C.P.P.O., Travis County Purchasing Agent
Jennifer Francis, Business Analyst, Travis County Purchasing Office
Deborah Britton, Division Director, Community Services
Lance Pearson, Social Services Program Administrator, Housing Services

SECTION 1. PARTIES TO THE CONTRACT

This Low Income Home Energy Assistance Program ("LIHEAP") Weatherization Assistance Program Contract (hereinafter "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and Travis County, a political subdivision of the State of Texas ("Subrecipient").

SECTION 2. CONTRACT TERM

The period for performance of this Contract, unless earlier terminated, is April 01, 2013 through March 31, 2014 (hereinafter the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall implement a Weatherization Assistance Program ("WAP") in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.) ("WAP Act"), the sections of the U.S. Department of Energy ("DOE") implementing regulations codified in 10 C.F.R. Parts 440 and 600 ("WAP Regulations") as indicated herein, any applicable Office of Management and Budget ("OMB") Circulars, the Texas WAP State Plan, the Texas LIHEAP State Plan; the implementing State regulations at Title 10, Part I, Chapter 5, Subchapters A, E and G of the Texas Administrative Code as amended or supplemented from time to time ("State Rules"), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 et seq.) ("LIHEAP Act"), and the implementing regulations codified in 45 C.F.R. Part 96 ("LIHEAP Regulations").

Subrecipient shall, on an equitable basis throughout its service area, develop and implement a WAP in the counties and in accordance with the term of the Contract and the "Budget and Performance Statement" attached as Exhibit A, the Certifications attached hereto as Exhibit B, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the WAP attached hereto as Exhibit C, the Documentation of Disability requirements attached hereto as Exhibit D, the LIHEAP Priority List attached hereto as Exhibit E, and all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its funding under this Contract; and with all other terms, provisions, and requirements herein set forth. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons. WAP services will be provided to owner occupied units as well as rental units. Priority will be given to in no particular order (1) households with Elderly Persons as defined in State Rules, (2) Persons with Disabilities as defined in State Rules, (3) households with young children that are age five (5) or younger, and/or (4) households with a high energy burden and households with high energy consumption. Subrecipients are allowed to perform weatherization measures as detailed in Exhibit E of this Contract. If Subrecipient leverages with any Department of Energy weatherization funds, all federal and state DOE rules and requirements will apply including but not limited to income calculation requirements as outlined in Department of Energy - Weatherization Program Notice 13-3. The work will be completed in accordance with the International Energy Conservation Code and the minimum requirements set in the State of Texas adopted International Residential Code or in jurisdictions authorized by State law to adopt later editions.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in the "Budget and Performance Statement" attached hereto as Exhibit A.
- B. Department's obligations under this Contract are contingent upon the actual receipt by Department of adequate 2013 LIHEAP federal program funds. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department may then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- C. Department is not liable for any cost incurred by Subrecipient which:

- (1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in §440.22 of the WAP Regulations, except that pursuant to §5.2(b)(34) of the State Rules the dwelling unit shall be eligible for weatherization assistance if it is occupied by a family unit whose income is at or below 125 percent of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. §9902(2) "Poverty Income Guidelines" as;
- (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;
 - (3) is incurred to weatherize a dwelling unit previously weatherized with weatherization assistance program funds, except as provided for in §440.18(e)(2) of the WAP Regulations;
 - (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 8 of this Contract;
 - (5) is not incurred during the Contract Term;
 - (6) is not reported to Department on a monthly expenditure or performance report within forty five (45) days after the termination of the Contract Term;
 - (7) is subject to reimbursement by a source other than Department; or
 - (8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to those enumerated in this Contract.
- D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract. Department may offset or withhold any amount otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this or any other Contract between the parties.
- E. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of **\$823,394.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment of LIHEAP WAP funds under this Contract. As per the Uniform Grant Management Standards, 34 T.A.C. §20.421 et seq ("UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30-day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.
- C. Subsection 4(A) notwithstanding, pursuant to §5.17 of the State Rules, the Department reserves the right to use a modified cost reimbursement method of payment for all funds, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department identifies any deficiency in the quality of weatherization work performed by Subrecipient; (4) Department determines that a modified cost reimbursement method would benefit the program; (5) Department's funding sources require the use of a modified cost reimbursement method; or (6) Subrecipient fails to comply with any of the reporting requirements of Section 10.
- D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible dwelling units of the weatherization assistance program and for the payment of the allowable expenditures identified in Section 8 of this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in 34 T.A.C. §20.421, Uniform Grant Management Standards and 10 T.A.C. §5.10. All references therein to "local government" shall be construed to mean Subrecipient.
- B. Uniform cost principles for political subdivisions are set forth in Office of Management and Budget ("OMB") Circular A-87 as implemented by 2 C.F.R. Part 225. Uniform administrative requirements for political subdivisions are set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is \$500,000.
- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the WAP Act and LIHEAP Act.

SECTION 7. TERMINATION AND SUSPENSION

- A. Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes but is not limited to Subrecipient's failure to comply with any term of this Contract. Department shall notify Subrecipient in writing no less than thirty (30) days prior to the date of termination.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend Subrecipient's performance under this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between parties.
- D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- E. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.
- F. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under WAP, or a reduction in the original allocation of funds to Subrecipient.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Sections 4 and 5 of this Contract and the regulations set forth in §440.18 of the WAP Regulations, subject to the limitations and exceptions set forth in this Section.

To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A to Part 440 of the WAP Regulations, State of Texas adopted International Residential Code (IRC) or jurisdictions authorized by State law to adopt later editions.

- B. For units where Subrecipient leverages with any Department of Energy weatherization funds, all weatherization measures installed must have an approved State of Texas Energy Audit savings-to-investment ratio (SIR) of one or greater unless otherwise indicated as health and safety or incidental repair items. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved.

Allowable expenditures under this Contract include:

- (1) the purchase and delivery of weatherization materials as defined in §440.3 of the WAP Regulations;
- (2) if Subrecipient leverages with any Department of Energy weatherization funds, labor costs for doors, primary windows and storm windows that will result in approved energy savings with a SIR of one or greater in accordance with §440.19 of the WAP Regulations;

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(3) the cost of weatherization materials and labor for heating and cooling system tune ups, repairs, modification, or replacements. Whenever available, heating and cooling systems must have an Energy Star rating;

- (4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
 - (5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
 - (6) maintenance of tools and equipment;
 - (7) purchase or lease of tools or equipment;
 - (8) employment of on-site supervisory personnel;
 - (9) storage of weatherization materials, tools, and equipment;
 - (10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under this Contract shall not exceed the cost of weatherization measures charged to WAP);
 - (11) allowable health and safety measures; and
 - (12) allowable base load reduction measures.
- C. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a Contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) days prior to the end of the Contract Term before these funds can be moved.
- D. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the "Budget and Performance Statement" attached hereto as Exhibit A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel, audit fees, office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department/LIHEAP Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least sixty (60) days prior to the end of the Contract Term before these funds can be moved.
- E. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. Subrecipient shall comply with the record keeping requirements set forth at §440.24 of the WAP Regulations and §5.22 of the State Rules and with such additional record keeping requirements as specified by Department.
- B. For each dwelling unit weatherized with funds received from LIHEAP WAP under this Contract, Subrecipient shall maintain a file containing the following information, including the following Department forms found in the Community Affairs Division section of the Department's website at <http://www.tdhca.state.tx.us/community-affairs/wap/guidance.htm#forms>:
- (1) Signed and completed Application for Weatherization Services indicating the ages of the residents, presence in the household of children age five (5) or younger, Elderly Persons (60 years or older), as defined in the State Rules, and Persons with Disabilities as defined in the State Rules. Date of Application for Weatherization Services and associated documents must be within 12 months of the start date indicated on the Building Weatherization Report (BWR);
 - (2) Twelve month consumer billing history for utilities;
 - (3) Consumption disclosure release form (for access to consumption data for use in surveys and studies);
 - (4) Eligibility and Eligibility documentation:
 - a. For units where Subrecipient leverages with any Department of Energy weatherization funds the following Definition of Income must be adhered to:
 - I. INCOME: Income means Cash Receipts earned and/or received by the applicant before taxes during applicable tax year(s) but not the Income Exclusions listed below in Section C. Gross Income is to be used, not Net Income.
 - II. CASH RECEIPTS: Cash Receipts include the following:
 - i. money, wages and salaries before any deductions;
 - ii. net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);

iii. regular payments from social security, railroad retirement, unemployment compensation, strike benefits from union funds, worker's compensation, veteran's payments, training stipends, alimony, and military family allotments;

iv. private pensions, government employee pensions (including military retirement pay), and regular insurance or annuity payments;

v. dividend and/or interest;

vi. net rental income and net royalties;

vii. periodic receipts from estates or trusts;

viii. net gambling or lottery winnings; and

ix. any other required by Federal Laws.

III. INCOME EXCLUSIONS: The following Cash Receipts are not considered sources of Income for the purposes of determining applicant eligibility:

i. capital gains;

ii. any assets drawn down as withdrawals from a bank;

iii. money received from the sale of a property, house, or car;

iv. one-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

v. tax refunds;

vi. gifts, loans, or lump-sum inheritances;

vii. college scholarships;

viii. one-time insurance payments, or compensation for injury;

ix. non-cash benefits, such as the employer-paid or union-paid portion of health insurance;

x. employee fringe benefits, food or housing received in lieu of wages;

xi. the value of food and fuel produced and consumed on farms;

xii. the imputed value of rent from owner-occupied non-farm or farm housing;

xiii. Depreciation for farm or business assets;

xiv. Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance;

xv. combat zone pay to the military;

xvi. Child Support;

xvii. Reverse mortgages;

xviii. Payments for care of Foster Children; and

xix. Any other required by Federal Laws.

b. Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the user of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in §5.407(e) of the State Rules. Proof of income documentation requirements are the same for both single and multifamily housing. All proof of income must reflect earnings from within 12 months of the start date indicated on the Building Weatherization Report (BWR).

c. No dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in §440.22 of the WAP Regulations, except that pursuant to §5.2(b)(34) of the State Rules the dwelling unit shall be eligible for weatherization assistance if it is occupied by a family unit whose income is at or below 125 percent of the Poverty Income Guidelines;

(5) BWR to include certification of final inspection and Justification for Omission of Priorities if applicable;

(6) invoices of materials purchased or inventory removal sheets;

(7) invoices of labor;

(8) If a rental unit, Landlord Agreement form, Landlord Financial Participation form and Landlord Permission to Perform Assessment & Inspections for Rental Units" form and all other landlord forms found in the Community Affairs Division section of the Department's website at <http://www.tdhca.state.tx.us/community-affairs/wap/docs/10-WAPLandlord.pdf> ;

(9) "Notice of Denial and Appeal Rights," if applicable;

(10) Signed and dated "Building Assessment" form, to include at a minimum, existing efficiencies of all heating and cooling appliances;

(11) "Attic Inspection" form (local design allowed);

(12) "Wall Inspection" form (local design allowed);

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Create Documentation for weatherization carbon monoxide readings for all combustible appliances;

- (14) Documentation of post weatherization carbon monoxide readings for all combustible appliances;
 - (15) "Blower Door Performance Standards and Data Sheet";
 - (16) "Duct Blower Data Sheet" (if applicable);
 - (17) Refrigerator metering information;
 - (18) Signed client "Refrigerator Replacement Form" (if applicable);
 - (19) Completed, signed and dated "LIHEAP Priority List" form (if applicable);
 - (20) A complete copy of the approved State of Texas Energy Audit (if applicable);
 - (21) A complete "Energy Audit Data Collection Form" (local design allowed);
 - (22) A complete electronic copy of the approved State of Texas Energy Audit (if applicable);
 - (23) Signed client receipt of the "Unified Weatherization Elements Notification Form" that includes Lead Hazard information, identification of Mold Like Substance, and State Historical Preservation information; and
 - (24) Signed client receipt of "Mold-Like Substance Notification and Release Form for Texas Weatherization Programs"
- C. For each multi-family project weatherized with funds received from LIHEAP under this Contract, Subrecipient shall maintain a master file containing the following information:
- (1) "Multifamily Project Building Data Checklist";
 - (2) "Multifamily Project Completion Checklist";
 - (3) "Landlord Permission to Perform an Assessment and Inspections for Rental Units";
 - (4) "Landlord Agreement" form;
 - (5) "Landlord Financial Participation Form"; and
 - (6) Significant Data Required in all Multifamily Projects
- D. Materials standards documentation for weatherization material purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A to Part 440 of the WAP Regulations.
- E. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed. Subrecipient shall include the requirements of this Subsection in all subcontracts.
- F. All LIHEAP WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act (Chapter 552 of the Texas Government Code).
- G. All subrecipients must conduct a full household assessment addressing all possible allowable weatherization measures.

SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department no later than fifteen (15) days after the end of each month of the Contract Term a Performance Report listing demographic information on all units completed in the previous month and an Expenditure Report listing all expenditures of funds under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically.**
- B. Subrecipient shall electronically submit to Department no later than forty-five (45) days after the end of the Contract Term a final expenditure and programmatic report utilizing the Monthly Expenditure Report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts. After forty-five (45) days, any expenditures not reported to the Department will result in funds being reallocated to LIHEAP purposes.
- C. Subrecipient shall submit to Department no later than forty-five (45) days after the end of the Contract Term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract Term.
- D. Subrecipient shall update the Previously Weatherized Units database no later than fifteen (15) days after the end of each month of the contract for units weatherized under this Contract.
- E. Subrecipients are required to determine if households assisted under this Contract shall be reported as duplicated or unduplicated by accessing the LIHEAP Household Database located in the Community Affairs Contract System.

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- F. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to §440.25 of the WAP Regulations, by U. S. Department of Health and Human Services (HHS), or by the Department.
- G. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, including responses to monitoring reports, Department may withhold any and all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives LIHEAP WAP funds from the Department over two or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract Term.
- H. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the www.sam.gov website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. CHANGES AND AMENDMENTS

- A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation, so long as approved by the Department.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- C. Written requests for Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the Uniform Grant Management Standards, Common Rule, §_25 and OMB Circular A-102, Attachment, 2e.

SECTION 13. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 14. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with OMB Circular A-102 and 10 T.A.C. § 5.10. If leveraging DOE funds, Subrecipient shall also comply with 10 C.F.R. § 600.236(b-i).
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.
- C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving Department funding.

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 20. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner. Subrecipient shall make no payment to subcontractor until all work is complete and has passed a final inspection.
- B. In no event shall any provision of this Section 15, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.
- C. Every initial assessment, every approved State of Texas Energy Audit, and every final inspection is the sole responsibility of the Subrecipient. Subrecipients may request in writing that the Department permit the Subrecipient to subcontract the performance of assessments, audits and final inspections. The Department will review each request separately to determine whether the request will be granted.

SECTION 16. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
 - (1) Subrecipients expending \$500,000 or more in federal financial assistance for any fiscal year ending on or after December 31, 2003, shall have an audit made in accordance with Single Audit Act Amendments of 1996, 31 U.S.C. 7501 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of this Section 16, "federal financial assistance" means assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.
 - (2) Subrecipient shall utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract, provided however that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report, as determined by Department, from Subrecipient.
 - (3) Subrecipient shall submit two (2) copies of such audit report and any associated management letter to the Department's Compliance and Asset Oversight Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section 16 are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.
 - (4) The audit report must include verification of all expenditures by budget category, in accordance with the final "Monthly Expenditure Report" submitted to close out each year during the Contract Term.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.
- C. Subsection A of this Section 16 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

E. Subsection A of this section notwithstanding, Subrecipients expending less than \$500,000 in Federal financial assistance may arrange for the performance of an annual financial statement audit. Such audit should include verification as required in Subsection 16(A)(4) of this Section.

F. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.

G. Subrecipient shall procure audit services through an open, competitive process at least once every five years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

H. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 17. MANAGEMENT OF EQUIPMENT AND INVENTORY

A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the Subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit must receive prior approval from the Department before the purchase is made.

B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program Contract except in accordance with its own property management system.

C. Upon termination or non-renewal of this Contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:

(1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.

(2) The Department will issue disposition instructions after receipt of final inventory.

D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of five thousand and no/100 dollars (\$5,000) or more.

E. In addition to the inventory of tools and equipment required under Section 10, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

SECTION 18. BONDING AND INSURANCE REQUIREMENTS

A. If Subrecipient will enter in to a contract for weatherization activities with a third-party in the amount of \$25,000 or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient enters into a contract with a prime contractor in excess of \$100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of weatherization activities.

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- B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipients should consider securing adequate coverage for all construction projects.
- C. Subrecipient should consider securing adequate coverage for all units to be weatherized. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each Subrecipient should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.
- D. Subrecipients must also require all independent subcontractors to have general liability insurance. Subrecipients' insurance must cover the pollution occurrence insurance coverage for their independent subcontractors or the independent subcontractors must obtain the coverage.

SECTION 19. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 20. TECHNICAL ASSISTANCE AND MONITORING

- A. Department may issue technical guidance to explain the rules and provide directions on the terms of this Contract. Installation of weatherization materials shall be in accordance with the Material Installation Standards Manual.
- B. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

SECTION 21. LEGAL AUTHORITY

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, provisions and performances herein set forth.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 21.

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the WAP Act, the WAP Regulations, the LIHEAP Regulations, any applicable Office of Management and Budget (OMB) Circulars, the Texas DOE WAP State Plan, LIHEAP State Plan, the State Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
- D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 23. PREVENTION OF FRAUD AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the WAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Subrecipient's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the WAP. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 24. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 25. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 26. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

- A. Funds provided under this Contract shall not be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. Funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of Section 27 in all subcontracts.

SECTION 28. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 29. TRAINING AND TECHNICAL ASSISTANCE FUNDS

- A. Training and technical assistance funds shall be used for State sponsored, LIHEAP sponsored, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP in accordance with §5.532 of the LIHEAP State Rules. For Training & Technical Assistance other than State or LIHEAP sponsored, Subrecipient must receive prior written approval from the Department.
- B. Travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 {2 CFR 225} and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source, nor may they in any way serve to reduce the funds or resources, which would have been available to or provided through Subrecipient, had this Contract never been executed.

SECTION 31. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files.

SECTION 32. NO WAIVER

No right or remedy given to Department by this Contract shall preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 33. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - (1) Exhibit A, Budget and Performance Statement
 - (2) Exhibit B, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - (3) Exhibit C, PRWORA Requirements
 - (4) Exhibit D, Documentation of Disability
 - (5) Exhibit E, LIHEAP Priority List

SECTION 34. SEVERABILITY

If any portion of this Contract is held to be invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

SECTION 35. HISTORICAL PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (16 U.S.C. 470)(NHPA). The Department has provided guidance through the best practice document posted on the Department's website at <http://www.tdhca.state.tx.us/community-affairs/wap/docs/WAP-BP-HistoricPresFlowchart.pdf>

SECTION 36. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 37. APPEALS PROCESS

In compliance with the WAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to §5.505 of the WAP State Rules.

Subrecipient shall accept applications for WAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for WAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 39. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 40. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 41. COUNTERPARTS AND FACSIMILIE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 42. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 43. NOTICE

- A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

Travis County
PO Box 1748
Austin, TX 78767
Attention: Sherri Fleming, County Executive
Telephone: (512) 854-4100 Fax: (512) 279-1608 Email: sherri.fleming@co.travis.tx.us

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 43.

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on: 4/1/2013

Travis County
a political subdivision of the State of Texas

BY: Samuel T. Biscoe

TITLE: Travis County Judge

DATE: _____
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 81130001737 FOR THE FY 2013
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)

EXHIBIT A

BUDGET AND PERFORMANCE STATEMENT

Travis County
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 821,394.00</u>	LIHEAP FUNDS CURRENTLY AVAILABLE
<u>\$ 2,000.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 821,394.00</u>	TOTAL ANTICIPATED LIHEAP FUNDS
<u>\$ 2,000.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	FUNDS
² Administration	\$ 51,337.00
³ Materials / Program Support / Labor	\$ 616,046.00
⁴ Health and Safety	\$ 154,011.00
SUB-TOTAL	\$ 821,394.00
⁵ Training and Technical Assistance	\$ 2,000.00
TOTAL	\$ 823,394.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the Subrecipient must request in writing any adjustment needed to a budget category before the Department will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Training and Technical Assistance and/or the Health and Safety categories. Subrecipient is limited to two (2) requested budget revisions during the current Contract Term. **Only those written request(s) from the Subrecipient received at least forty-five (45) days before the termination of the Contract Term will be reviewed. Department may decline to review written requests received during the final 45 days of the Contract Term.**

² Denotes maximum for administration based on 6.00% of total allowable expenditures.

³ Expenses incurred under Roof Repair will come out of your Materials / Program Support / Labor budget.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Subrecipient shall provide weatherization program services sufficient to expend the Contract funds during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed \$5,000.00 per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 81130001737 FOR THE FY 2013
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)

EXHIBIT B

CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

Travis County
a political subdivision of the State of Texas

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. 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.

Travis County
a political subdivision of the State of Texas

BY: _____
Samuel T. Biscoe
TITLE: Travis County Judge
DATE: _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 81130001737 FOR THE FY 2013
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)

EXHIBIT C

PRWORA REQUIREMENTS

Travis County
a political subdivision of the State of Texas

If an individual is applying for LIHEAP funds, a Subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. § 1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. § 1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations. Federal Register on November 17, 1997 at 62 Fed. Reg. 61344.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 81130001737 FOR THE FY 2013
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)**

EXHIBIT D

DOCUMENTATION OF DISABILITY

**Travis County ,
a political subdivision of the State of Texas**

1. All LIHEAP WAP repairs, purchases and/or replacements of heating/cooling units are allowable only for eligible units for which a priority list has been completed and health and safety issues documented. No other reason for repair, purchase and/or replacements, including medical reasons, shall be accepted. Under NO CIRCUMSTANCES should clients' medical information be collected or kept by Subrecipients.
2. Acceptable forms of Documentation of Disability include: Social Security or Supplemental Security Income Statement, and acceptable proof of disability shall be kept in the client's file to validate eligibility. In no instance should a medical professional's documentation of disability be considered acceptable proof of a disability.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 81130001737 FOR THE FY 2013
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)**

EXHIBIT E

LIHEAP PRIORITY LIST

**Travis County ,
a political subdivision of the State of Texas**

1. Health & Safety Items

- Refer to H&S guidance located on the Department website at the following link:
<http://www.tdhca.state.tx.us/community-affairs/wap/guidance.htm#healthsafety>

2. Infiltration Measures, Maximum Cost

- \$750, maximum cost
- Must follow Material Installation Standards Manual located on the Department's website at the following link:
<http://www.tdhca.state.tx.us/community-affairs/wap/docs/WAP-MISM.pdf>
- Home must have final blower door reading above Building Tightness Limit
- When solely utilizing the LIHEAP Priority List, minimum CFM reduction is not required
- All cost (labor and materials) must be detailed on the Building Weatherization Report (BWR)
- No window or door replacements allowed
- Complete Blower Door Data Sheet as instructed

3. Duct Sealing

- \$750, maximum cost
- All return ducts to be sealed regardless of location
- All supply ducts to be sealed when in un-conditioned space

4. Attic Insulation

- Follow current code
- Block all heat sources & attic hatches
- If no insulation is added but ventilation needed, install ventilation under H&S

5. Compact Florescent Lighting (CFLs)

- Install maximum of 10 CFLs per house

6. Sidewall Insulation

- Dense pack all exterior wall cavities including above and below all windows and doors if no insulation exists

7. Smart Thermostat

- Install only after consultation/training with client

8. Refrigerator Replacement

- Meter for minimum of 30 minutes
- Pre-1993 units can be replaced without metering, as long as manufactured year is documented
- Replaced units must be de-manufactured properly, materials must be recycled and refrigerant properly disposed of to E.P.A. regulations

9. ~~Solar Screens/Window Film~~ Solar Screens/Window Film

- Install in the following order:
 - West, South, East, then North side of house
- If overhang/eaves are 18" in depth or greater, or if the windows are covered by porches, garages, or any other permanent shading structure, then solar screens/window film cannot be installed on that window

10. Floor Insulation

- Follow current code
- Follow OSHA accessibility standards

11. Miscellaneous Repairs

- Maximum expenditure allowed is \$500
- Must be related to weatherization measure
- No window or door replacements allowed
- Materials include: lumber, shingles, flashing, siding, drywall, masonry supplies, minor window and door repair, gutters, downspouts, paint, stains, and sealants
- Regarding mobile homes, could include mobile home skirting and overhangs to protect mobile home doors
- Could also include carpentry work to protect water heaters located outside to protect DWH from weather elements
- Could include roof, wall, and floor repair; excluding leveling
- Repair of "essential wiring"
 - Essential wiring defined as any wiring going directly to an appliance that is being addressed by the WX program

12. HVAC/Evaporative Cooler System Service

- Complete replacement of furnace/AC/HVAC as energy efficiency measure is a possibility
 - i. Must meet current Energy Star rating
 - ii. Must document accurate Manual J and Manual S in client file
- Clean and tune
- Clean Evaporative and Condensing coils
- Check/adjust gas pressure
- Clean blower wheel (squirrel cage)
- Check all controls, set heat anticipator if applicable
- Change and leave up to twelve new air filters
- No replacement of window air-conditioners if a central system is repaired
- Replacement of window air-conditioners:
 - Maximum of three (3) window units can be replaced
 - Must be Energy Star Rated and sized according to manufacturer's room sizing specifications



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 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 \$1,219,443.82 for the period of July 5 to July 11, 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 \$1,219,443.82.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,219,443.82

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 by Tuesdays at **5:00 p.m.** for the next week's meeting.

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: July 23, 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: July 5, 2013 to July 11, 2013

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,219,443.82

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 \$1,219,443.82.

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
JULY 5, 2013 TO JULY 11, 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: July 23, 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: July 5, 2013
 TO: July 11, 2013

REIMBURSEMENT REQUESTED: **\$ 1,219,443.82**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,873,727.66
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Jul 16, 2013	\$ (698,621.50)
SAP corr	\$ 44,337.66
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,219,443.82
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,219,443.82

The claims have been audited for eligibility and all were eligible in the period covered by the claim.


All claims over \$25,000 (3 this week totaling \$160,558.84) 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 (\$162,883.44) 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; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$1,380,450.56.

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.

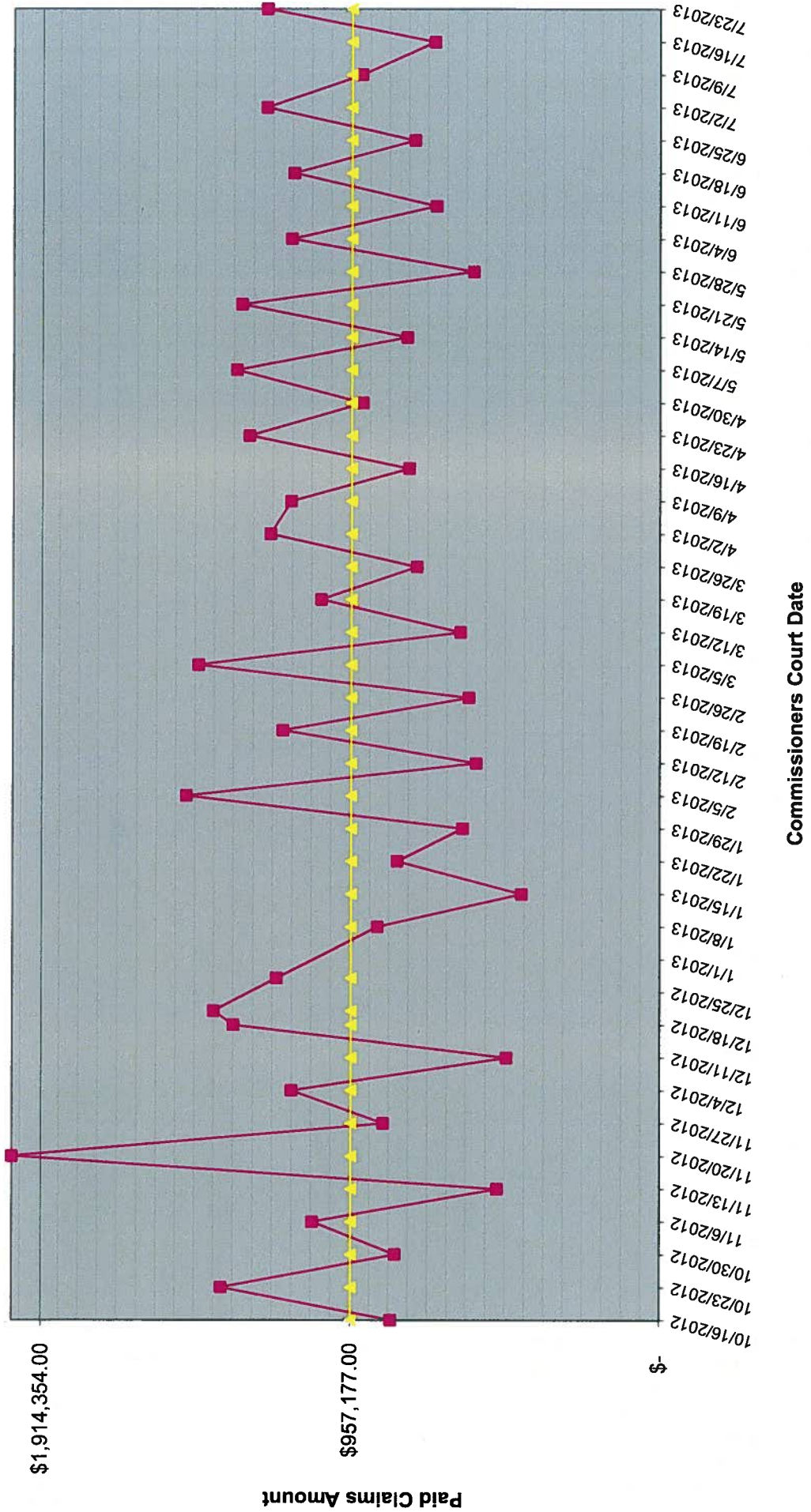

 John Rabb, Benefits Manager 7/18/13
Date


 Shannon Steele, Benefits Administrator 7-15-13
Date


 Norman McRee, Financial Analyst 7/12/13
Date

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

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



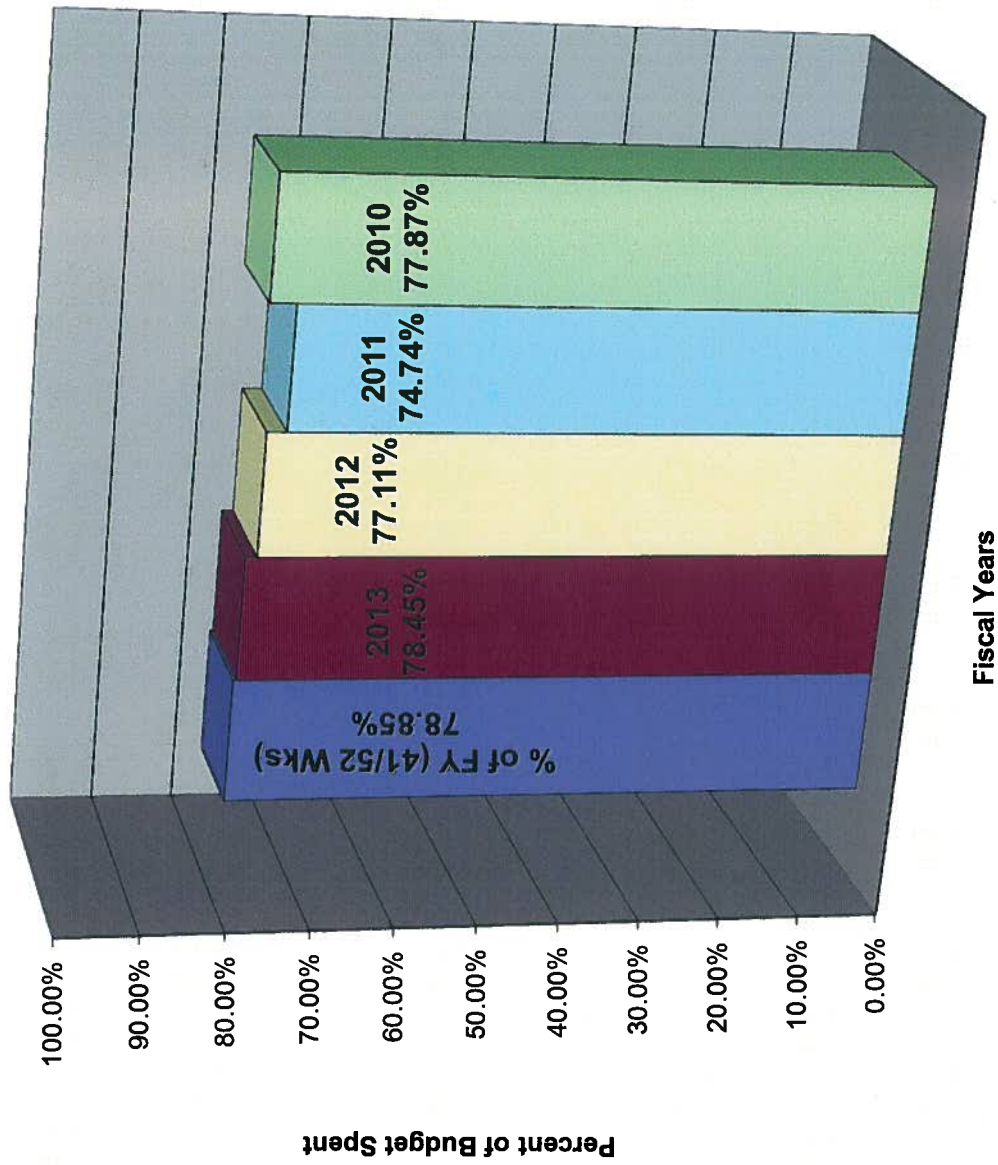
Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

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	5/10/2013	5/16/2013	5/28/2013	\$ 577,392.71	\$ 957,177.23	2	\$ 59,637.50	65.55%	60.97%
34	5/17/2013	5/23/2013	6/4/2013	\$ 1,142,923.03	\$ 957,177.23	1	\$ 47,354.94	67.85%	63.30%
35	5/24/2013	5/30/2013	6/11/2013	\$ 694,579.02	\$ 957,177.23	4	\$ 162,787.84	69.24%	65.14%
36	5/31/2013	6/6/2013	6/18/2013	\$ 1,135,706.60	\$ 957,177.23	3	\$ 160,473.28	71.53%	67.72%
37	6/7/2013	6/13/2013	6/25/2013	\$ 761,015.51	\$ 957,177.23	2	\$ 100,699.54	73.06%	68.76%
38	6/14/2013	6/20/2013	7/2/2013	\$ 1,220,304.06	\$ 957,177.23	4	\$ 138,287.70	75.51%	71.38%
39	6/21/2013	6/27/2013	7/9/2013	\$ 925,240.50	\$ 957,177.23	5	\$ 188,764.35	74.59%	73.07%
40	6/28/2013	7/4/2013	7/16/2013	\$ 698,621.50	\$ 957,177.23	2	\$ 113,774.05	76.00%	74.58%
41	7/5/2013	7/11/2013	7/23/2013	\$ 1,219,443.82	\$ 957,177.23	3	\$ 160,558.84	78.45%	77.11%
42									
43									
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51									
52									

Claims (net) & Budget to Date	\$ 39,045,142.62	\$ 39,244,266.46	stop loss	\$ (1,380,450.56)
Gross Paid Claims over (under) Original Budget		\$ (199,123.84)		

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 41



UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_07_11

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	\$	(337.82)	A1	2463353	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(352.22)	A1	2496715	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(358.10)	A1	2431868	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(374.79)	A1	2431864	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(375.72)	A1	2430055	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(459.40)	QG	71521342	AE	2	4/12/2013	50	7/8/2013	7/11/2013
701254	632	\$	(487.19)	QG	3707776	AH	8	7/6/2013	50	7/12/2013	7/11/2013
701254	632	\$	(525.37)	A1	2469292	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(564.83)	A1	2455357	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(588.11)	A1	2419519	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(592.08)	A1	2435982	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(748.95)	QG	20189572	AH	7	6/29/2013	50	7/8/2013	7/11/2013
701254	632	\$	(780.79)	A1	2496714	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(852.60)	A1	2444018	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(900.00)	A1	2416680	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(1,239.19)	A1	2469291	AA	2	7/2/2013	200	7/10/2013	7/11/2013
701254	632	\$	(1,607.90)	QG	71521342	AE	2	7/6/2013	50	7/12/2013	7/11/2013
701254	632	\$	(2,232.00)	QG	51187901	AE	8	10/10/2012	50	7/10/2013	7/11/2013
701254	632	\$	(2,243.59)	A1	2482657	AA	2	7/2/2013	200	7/10/2013	7/11/2013

1,219,443.82

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 07/11/2013

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

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 07/11/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 144,640.57
	RR	1110068956	516110	\$ 25,807.06
			Total CEPO	\$ 170,447.63
EPO	EE	1110068956	516030	\$ 211,884.66
	RR	1110068956	516130	\$ 45,191.05
			Total EPO	\$ 257,075.71
PPO	EE	1110068956	516020	\$ 738,323.69
	RR	1110068956	516120	\$ 53,596.79
			Total PPO	\$ 791,920.48
			Grand Total	\$ 1,219,443.82



Travis County Commissioners Court Agenda Request

Meeting Date: 7/23/13

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

A handwritten signature in black ink, appearing to be "JB", located to the right of the text for the Elected/Appointed Official/Dept. Head.

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 – 5.

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

Debbie Maynor, Human Resources Management Department, 854-9170

Leslie Browder, Planning and Budget Office, 854-9106

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



HRMD Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

July 23, 2013

ITEM # :

DATE: July 12, 2013

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

VIA: Leslie Browder, County Executive, Planning and Budget *LB*

FROM: Debbie Maynor, Director, HRMD *DM*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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

LB/DM/TLO

Attachments

- cc: Planning and Budget Department
- County Auditor
- County Auditor-Payroll (Certified copy)
- County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	07/08/2013	N/A	N/A	1450 - Facilities Management	30000519 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09
New Hire	New Hire	07/15/2013	N/A	N/A	1450 - Facilities Management	30000466 / Custodian Services Supv / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$33,342.40
New Hire	New Hire	07/16/2013	N/A	N/A	3050 - Tax Collector	30005651 / Administrative Asst I / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / \$14.54
New Hire	New Hire	08/01/2013	N/A	N/A	3100 - County Attorney	30000880 / Social Services Program S / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / \$15.41
New Hire	New Hire	07/16/2013	N/A	N/A	3100 - County Attorney	30000831 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
New Hire	New Hire	07/15/2013	N/A	N/A	3420 - Justice of the Peace Pct 5	30051251 / Court Clerk I / 2 - Temporary / 06 - Hourly - No Bnf / GRD13 / 00 / \$15.63

2

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	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	07/15/2013	N/A	N/A	3500 - Sheriff	30002868 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	07/15/2013	N/A	N/A	3500 - Sheriff	30006040 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	07/15/2013	N/A	N/A	3500 - Sheriff	30002144 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	07/15/2013	N/A	N/A	3500 - Sheriff	30005887 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	07/08/2013	N/A	N/A	3650 - Juvenile Probation	30004262 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40
Re-Hire	Re-Hire	07/08/2013	N/A	N/A	3050 - Tax Collector	30005652 / Administrative Asst I / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / \$14.54

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	07/15/2013	N/A	N/A	3500 - Sheriff	30003124 / Victim Counselor / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$38,147.20
Mobility	Career Ladder	07/01/2013	3500 - Sheriff	30003425 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 02 / \$53,347.84	3500 - Sheriff	30003425 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 02 / \$57,305.87
Mobility	Interdpt Change	07/16/2013	3200 - District Clerk	30001132 / County/District Clerk Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$76,000.00	3650 - Juvenile Probation	30004040 / Juvenile Probation Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$84,881.00
Mobility	Promotion	07/16/2013	1700 - Transportation and Nat Rsrc	30004977 / Road Maintenance Worker / 1 - Regular / 02 - Full Time Non- Exempt / GRD10 / 00 / \$29,114.80	1700 - Transportation and Nat Rsrc	30005066 / Equipment Operator / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$30,804.80
Mobility	Promotion	07/16/2013	1700 - Transportation and Nat Rsrc	30005060 / Road Maintenance Worker / 1 - Regular / 02 - Full Time Non- Exempt / GRD10 / 00 / \$25,417.60	1700 - Transportation and Nat Rsrc	30005059 / Equipment Operator / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$30,804.80
Mobility	Promotion	07/16/2013	1700 - Transportation and Nat Rsrc	30004980 / Road Maintenance Worker / 1 - Regular / 02 - Full Time Non- Exempt / GRD10 / 00 / \$27,643.20	1700 - Transportation and Nat Rsrc	30005081 / Equipment Operator / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$34,621.60

4

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

CURRENT		NEW				
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
Mobility	Voluntary Reassignment	07/01/2013	3500 - Sheriff	30002595 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002794 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,968.00

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

5



Travis County Commissioners Court Agenda Request

Meeting Date: 7/23/2013 Voting Session

Prepared By/Phone Number:

Belinda Powell, Strategic Planning Manager, on behalf of the Security Committee

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

Handwritten signature of Leslie Browder.

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON SECURITY COMMITTEE RECOMMENDATIONS ON REQUESTS FOR FUNDING FOR FISCAL YEAR 2014 BUDGET. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION UNDER THE SECURITY EXCEPTION)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

As a part of the annual budget process, the Planning & Budget Office forwards departmental requests to fund security related matters to the Travis County Security Committee for consideration. The Security Committee met on June 27, 2013 to discuss the submitted requests and develop recommendations for the Commissioners Court to consider for funding in the Fiscal Year 2014 Budget. Currently, the Planning & Budget Office is recommending a security reserve in the Preliminary Budget of approximately \$786,793 to fund requests considered by the Security Committee.

STAFF RECOMMENDATIONS:

The requests include 4 FTEs to be added to Courthouse Security for the Travis County Sheriff's Office to provide additional coverage at the Juvenile Justice Complex. This request was made by Juvenile Probation and supported by the Sheriff's Office.

In addition to the requests recommended by the Security Committee, the Planning & Budget Office also recommends including in the Security Reserve an additional \$950,722 to fund various recommendations made by Kroll Advisory Services for the North Campus location.

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

A Security Reserve is included in the Fiscal Year 2014 Preliminary Budget. The reserve is established at \$1,737,515 to accommodate consideration of the Security Committee recommendations and the Kroll Advisory Services recommendations for implementation in Fiscal Year 2014.



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By/Phone Number: Belinda Powell, 854-9506

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive Justice & Public Safety, 854-4759, Leslie Browder, County Executive PBO

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE RECOMMENDATIONS IN THE KROLL ADVISORY SOLUTIONS PHYSICAL SECURITY ASSESSMENT REPORT ON THE TRAVIS COUNTY NORTH CAMPUS, INCLUDING:

1. ACCEPTANCE OF THE KROLL REPORT
2. APPROVAL OF A SECURITY DIRECTOR
3. DEPARTMENTAL ASSIGNMENT FOR THE SECURITY DIRECTOR
4. DECISION ON WHICH TYPE OF SECURITY PERSONNEL TO UTILIZE AT THE AIRPORT BLVD. BUILDING
5. APPROVAL OF ITEMIZED LIST OF CATEGORY A RECOMMENDATIONS

(THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION UNDER THE SECURITY EXCEPTION)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

In January 2013, a Purchase Order was issued to Kroll Advisory Solutions to provide an independent review of the physical security at the Travis County North Campus located on Airport Boulevard. Primary stakeholders who reside on the North Campus include:

County Clerk's Office
Tax Assessor Collector's Office
Counseling and Education Services
Records Management and Communication Resources
District Clerk's Office

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

Emergency Services Division
Employee Wellness and Health Clinic
Sheriff's Office – Ruiz Building

The team of experts from Kroll attended meetings on-site to ascertain from each tenant their particular concerns related to the physical security for their individual offices and the site in general. In addition, the Kroll team made unannounced on-site visits to observe security procedures that are currently in place at the site; attempted to breach or bypass the various measures and protocols at the site; and visited the site in the evening to observe the security for the site after business hours. The results of Kroll's findings have been documented for the Commissioners Court in a detailed report that was presented to them on May 28, 2013.

Kroll included in their report a series of recommendations for each department and for the general campus grounds which were prioritized under Categories A, B, or C. In the May 28, 2013 presentation, Category A recommendations were discussed by the Commissioners Court. Category A recommendations address a security vulnerability that needs priority attention to meet best practices. In a July 9, 2013 Commissioners Court discussion, the Court received information on the various options for providing the recommended level of security staffing for the Airport Blvd. campus. The options included security provided by Constables vs. contracted security provided by a private security company.

STAFF RECOMMENDATIONS:

As a follow-up to the July 9, 2013 presentation, and based on the Kroll report, staff recommends to the Commissioners Court the following:

1. Accept the Kroll report.
2. Approve a position of Security Director and allocate funding from reserves to begin the hiring process as soon as possible.
3. Decide under which department the Security Director will be housed.
4. Decide on which option to choose for providing the recommended level of security staffing for the Airport Blvd. campus (e.g. private vs. Constables).
5. Approve itemized list of Category A recommendations from the Kroll report.

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

ISSUES AND OPPORTUNITIES:

Please see attached spreadsheet with estimated costs of Kroll's Category A recommendations.

FISCAL IMPACT AND SOURCE OF FUNDING:

The fiscal impacts of funding these recommendations (specifically Category A recommendations), which include increased staffing, organizational and policy changes, and physical improvements should be assessed in the Fiscal Year 2014 Budget Process.

REQUIRED AUTHORIZATIONS: NA

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

Item 20



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 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 black ink, appearing to read "Roger El Khoury", with a stylized flourish below it.

AGENDA LANGUAGE:

Consider and take appropriate action on a proposed license agreement with Allan-Thrasher, L.L.C., to use the County owned parking lot at 416 W. 11th Street from date of approval through April 30, 2014 during hours the parking lot is not required for County use.

BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) was approached by Mr. Dan Ross with the Allan House about the possibility of leasing the County owned parking lot at 416 W. 11th Street for use of their guests. The Allan House is located at 1104 San Antonio Street, directly to the west of the County owned parking lot. The requested use would be as needed for events and would only occur after County business hours during the week or on weekends, at times the parking would not be needed for County employees. Mr. Ross indicates that they would be agreeable to a charge of \$100 for each event where they used the County lot.

FMD coordinated with Christopher Gilmore of the County Attorney's office to prepare the proposed license agreement at Attachment One. The term of the license agreement will be from date of approval until April 30, 2014. Under the terms of the agreement, Allan-Thrasher, L.L.C., (Licensee) is required to contact FMD in writing with three days written notice of an event when they wish to use the parking lot. Within three days prior to event, Licensee is also required to pay the \$100 event fee, made out to Travis County. The type events held at the Allan House that might require additional parking includes weddings, receptions, corporate functions and charitable events. Licensee had provided proof of the required insurance coverage as attached as Exhibit B of the license agreement.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the license agreement between Travis County and Allan-Thrasher, L.L.C.

ISSUES AND OPPORTUNITIES:

The County recently bought the property including the parking lot at 416 W. 11th Street. A new facility is in the planning stage and is anticipated to begin construction in May 2014. Until that time, that parking lot is used for employee parking during County business hours, but is not used after hours and on weekends. Allowing the Allan House to use the parking would make use of the parking asset and provide revenue to the County. At Attachment Two is a schedule of events at the Allan House for the period of March through December 2013. Based on the scheduled event, there is the potential for 9 uses of the parking lot through the end of FY 13, and 26 uses in the first quarter of FY 14. Potential revenue is thus \$900 for FY 13 and \$2,600 in the first quarter of FY 14. It is possible that the Allan House may not require overflow parking for all of these events.

FISCAL IMPACT AND SOURCE OF FUNDING:

\$100 in revenue for each use of the parking lot. Potential revenue for FY 13 is \$900 and for first quarter of FY 14 is \$2,600.

ATTACHMENTS/EXHIBITS:

1. License Agreement
2. Event Schedule – March through December 2013

REQUIRED AUTHORIZATIONS:

Christopher Gilmore/Roxanne Bonner, County Attorney's Office

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County"), and Allan-Thrasher, L.L.C., a Texas limited liability company ("Licensee").

WITNESSETH

WHEREAS, County is the owner of certain property located at 416 W. 11th Street, Austin, Texas (the "Property"); and

WHEREAS, Licensee desires to exercise certain rights and privileges on a portion of the Property, specifically to provide additional event parking, and County desires to grant such permission to Licensee under the terms and condition set forth herein;

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, covenant and agree to and with each other as follows:

1:0 GRANT OF LICENSE

1.1 County grants a License (the "License") to Licensee to enter, use and occupy that portion of the Property designated on **Exhibit A**, attached to this Agreement and made a part of this Agreement for all purposes (the "Licensed Area"), for the purpose of providing additional event parking for the Allan House ("Licensed Use").

1.2 Licensee agrees to make no structural changes to any portion of the Licensed Area. Licensee agrees to leave the Licensed Area in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy. Licensee shall not install any furniture, movable trade fixtures or equipment in or on the Licensed Area.

1.3 At its own additional expense, Licensee shall provide, and ensure compliance with, its own policies and procedures during Licensee's use of the Licensed Area as reasonably necessary to ensure the safety and integrity of the persons and

property brought onto the Licensed Area for the purposes authorized under this Agreement.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Licensed Area under this Agreement, including, without limitation, protecting such persons from injury or death and protecting the property of such persons from loss or damage, and protecting the Licensed Area from damage.

1.5 Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal business for the duration of the License Term, as defined below. Disregard of County staff requests to reduce the amount of noise or other disturbance caused by Licensee's activities may be grounds for revocation of the License.

2.0 TERM OF LICENSE

2.1 The License will commence upon the Effective Date of this Agreement and will continue in full force and effect until April 30, 2014 (the "License Term"). Licensee is granted permission to enter and use the Licensed Area as needed after regular Travis County business hours between the hours of 5:30 pm and 2:00 am on the weekdays and any time during the weekends (the "Hours of Operation"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of the Licensee or as determined to be necessary by the County. Licensee agrees to provide written notice three days prior to an event to County's Facilities Management Department Director at email roger.el-khoury@co.travis.tx.us or delivered to 1010 Lavaca, Suite 400, Austin, Texas, 78701. The notice must include information regarding the dates and times of the event.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the amount of \$100.00 per event to cover County's administrative, utilities and related costs within three days prior to the event without need of a County invoice.

3.2 Licensee shall pay County the sum set forth in this Section 3.1 and 3.3 to: Travis County, Facilities Management Department, P.O. Box 1748, Austin, Texas 78767.

3.3 With respect to any additional expenses incurred by County, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty days of receipt of invoice(s).

4.0 SMOKING

4.1 THERE SHALL BE NO SMOKING ON THE PROPERTY AT ANY TIME. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.

5.0 PERMITS

5.1 Licensee will be solely responsible for the costs and the securing of any permits, licenses or other authorizations required by the City of Austin or other local governmental entities for use of the Licensed Area under this Agreement. All taxes, excise or license fees of every kind and character, on account of the Licensed Use or on account of the ownership of Licensee's property imposed by federal, state, county or city government shall be paid by Licensee.

5.2 Licensee will comply with federal, state, county and city regulations, laws and ordinances that in any manner affect Licensee's operations. Any violation of said statutes, rules, regulations or ordinances will constitute a material breach of this Agreement and shall entitle County to terminate this Agreement immediately upon delivery of written notice to the Licensee.

5.3 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LICENSED AREA PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LICENSED AREA AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LICENSEE AGREES TO ACCEPT THE LICENSED AREA "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE LICENSED AREA OR TO ANY HAZARDOUS MATERIALS IN THE LICENSED AREA. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE LICENSED AREA, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE LICENSED AREA AS PROVIDED FOR IN THIS AGREEMENT IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE LICENSED AREA HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE LICENSED AREA IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE IS AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR SUITABILITY OF THE PROPERTY.

6.0 USE AND REPAIRS

6.1 Licensee will not use the Licensed Area for any purpose other than that set forth herein. Further, Licensee will repair or replace any damage to the Property caused by Licensee.

6.2 Licensee shall take good care of the Licensed Area during the License Term and keep it free from waste and nuisance of any kind. Licensee shall repair, replace, or reimburse County for any damage to the Property caused by Licensee, including any damage caused by the misuse or negligence of Licensee.

6.3 Upon termination of this License, Licensee shall deliver to County the Licensed Area together with all keys to the Licensed Area. Unless County otherwise agrees, any installed furniture, fixtures or equipment items must be removed by Licensee upon termination of this License in a good and workmanlike manner and Licensee agrees to repair any damage resulting therefrom and to leave the Licensed Area in as good a condition as it was in prior to removal of the installed item, reasonable wear and tear excepted. Any such equipment or fixtures not removed shall become the property of County.

7.0 CONTROL OF TRAVIS COUNTY; TERMINATION

7.1 Licensee shall at all times obey the direction and commands of the Facilities Management Department, Travis County Sheriff's Department or their designated representatives, while on the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 7 shall be grounds for County's immediate revocation of the License granted hereunder and termination of this Agreement.

7.3 In addition, County shall have the right to revoke the License and this Agreement shall automatically and immediately terminate if any of the following events occurs: (i) Licensee fails in any manner to adhere to the terms of this Agreement; (ii) Licensee breaches this Agreement and fails to remedy the breach within 30 days following receipt of County's written notice by certified mail to Licensee of the breach; (iii) County conveys or transfers the Property; (iv) the Travis County Commissioners Court determines that this License no longer serves the public interest or that it is no longer in the best interest of Travis County to continue this License; (v) a governmental law, ordinance, regulation, or court order requires termination; or (vi) County and Licensee mutually agree to such termination.

7.4 Upon termination of this Agreement, Licensee shall remove or cause to be removed all tangible personal property Licensee may have placed on the Licensed Area during the License Term.

8.0 INDEMNIFICATION

8.1 TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED AREA FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

8.2 Licensee will not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the Property or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee must immediately notify County of any release of any Hazardous Material on or near the Property whether or not such release is in a quantity that would otherwise be reportable to a public agency and must also comply with the notification requirements of any applicable state, local, or federal law or regulations.

9.0 INSURANCE

9.1 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with minimum bodily injury and property damage limits of \$100,000 per occurrence and \$1,000,000 in the aggregate or a Combined Single Limit of \$500,000 with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

10.0 NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County.

11.0 AMENDMENTS

11.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

12.0 SAFETY

12.1 County reserves the right to prohibit persons from entering or otherwise using the Licensed Area or the Property at any time safety may be a concern.

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by County may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of that right or privilege.

13.2 All rights of County under this Agreement are specifically reserved and any act or omission will not impair or prejudice any remedy or right of County under it. Any right or remedy stated in this Agreement will not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.0 VENUE AND CHOICE OF LAW

14.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

15.0 NOTICES

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

15.2 Licensee Address. The address of Licensee for all purposes under this Agreement is:

Dan Ross
Allan-Thrasher, L.L.C.
1104 San Antonio Street
Austin, Texas 78701

15.3 County Address. Except for the notice regarding the dates and times of the event required in Section 2.1, the address of County for all other notices under this Agreement is:

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

And to:

Leslie Browder, Executive Manager (or successor)
Travis County Planning and Budget Office
P.O. Box 1748
Austin, Texas 78767

15.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

16.0 MEDIATION

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

17.0 SEVERABILITY

17.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it will remain valid and binding.

18.0 ENTIRETY OF AGREEMENT

18.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements either oral or written.

County and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS:

LICENSEE:

ALLAN-THRASHER, L.L.C.
a Texas limited liability company

By: _____
Samuel T. Biscoe
Travis County Judge

By: Paul B. Ross
Name: DANIEL B. ROSS
Title: MEMBER

Date: _____

Date: 7-9-2013

Exhibit A

Licensed Area

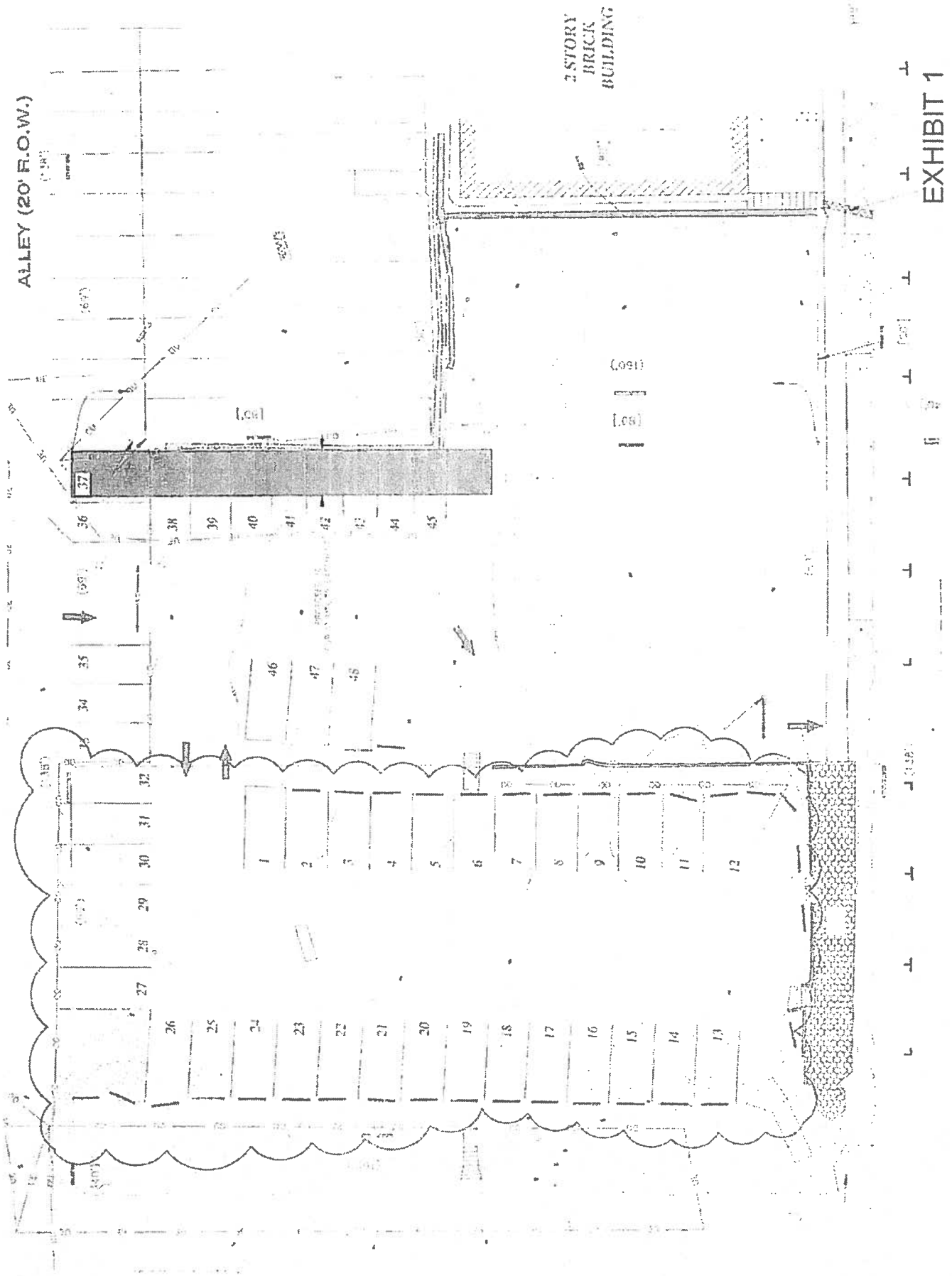


EXHIBIT 1

**Exhibit B
Insurance Certificate
(attached)**



CERTIFICATE OF LIABILITY INSURANCE

ALLAN-2 OP ID: J5

DATE (MM/DD/YYYY)
08/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Time Insurance Agency, Inc. 1408 East Riverside Dr Austin, TX 78741 Time Insurance Agency, Inc.	Phone: 512-447-7773 Fax: 512-440-0988	CONTACT Name: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____
	INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Loyds INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED Allan-Thraasher LLC 1104 San Antonio Street Austin, TX 78701		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	PROD. CODE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	LBW441832	10/31/2012	10/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-TECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LMB EXCESS LMB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFEROR/OWNER EXCLUDED? (Mandatory in TX) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Attn: Honorable Samuel F. Briscoe (or successor in office)
 Attn: Leslie Bowder, Executive Manager (or successor)
 Travis County is additional insured with respect to the General Liability policy.

CERTIFICATE HOLDER Travis County Planning and Budget Office Travis County Judge PO Box 1748 Austin, TX 78767	TRAVIS C	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Date	Event		Event Time
03.21.2013	Fundraiser		4:00 PM - 10:00 PM
03.22.2013	Wedding		4:00 PM - 11:00 AM
03.23.2013	Wedding		9:00 AM - 3:00 PM
03.23.2013	Wedding		4:00 PM - 12:00 AM
03.29.2013	Wedding		4:30 PM - 11:30 PM
03.30.2013	Wedding		5:00 PM - 12:00 AM
04.05.2013	Wedding		3:00 PM - 12:00 AM
04.06.2013	Wedding		5:00 PM - 12:00 AM
04.11.2013	Fundraiser		4:30 PM - 10:30 PM
04.12.2013	Wedding		5:30 PM - 1:00 AM
04.13.2013	Wedding		5:00 PM - 12:00 AM
04.14.2013	Wedding		4:00 PM - 11:00 PM
04.19.2013	Wedding		6:00 PM - 12:00 AM
04.20.2013	Wedding		5:00 PM - 12:00 AM
04.21.2013	Wedding		3:00 PM - 11:00 PM
04.24.2013	Dessert Reception		7:30 PM - 10:30 PM
04.26.2013	Wedding		5:00 PM - 11:00 PM
04.27.2013	Wedding		4:00 PM - 12:00 AM
05.03.2013	Wedding		5:30 PM - 11:30 PM
05.04.2013	Wedding		5:00 PM - 12:00 AM
05.11.2013	Wedding		5:00 PM - 12:00 AM
05.12.2013	Wedding		11:00 AM - 5:00 PM
05.18.2013	Wedding		4:00 PM - 11:00 PM
05.25.2013	Wedding		4:30 PM - 11:30 PM
05.26.2013	Wedding		5:00 PM - 11:00 PM
06.01.2013	Wedding		5:00 PM - 12:00 AM
06.08.2013	Wedding		4:30 PM - 12:00 AM
06.15.2013	Wedding		4:30 PM - 12:30 AM
06.22.2013	Wedding		4:30 PM - 11:30 PM
06/30/13	Wedding		5:00 PM - 11:00 PM
07/01/13	Wedding		5:00 PM - 11:00 PM
08/24/13	Wedding	STARTS HERE	9:00 AM - 1:00 AM
09/01/13	Wedding		4:00 PM - 11:00 PM
09/07/13	Wedding		5:00 PM - 12:00 AM
09/14/13	Wedding		5:00 PM - 12:00 AM
09/19/13	Fundraiser	Thurs - only after 5:30	3:00 PM - 11:00 PM
09/20/13	Fundraiser	Fri - only after 5:30	4:00 PM - 11:00 PM
09/21/13	Wedding		5:00 PM - 12:00 AM
09/27/13	Wedding	Fri - only after 5:30	5:00 PM - 12:00 AM
09/28/13	Wedding		4:00 PM - 11:00 PM
10/03/13	Fundraiser	Thurs - only after 5:30	4:00 PM - 10:00 PM
10/05/13	Wedding		4:00 PM - 11:00 PM
10/12/13	Wedding		4:00 PM - 11:00 PM
10/18/13	Wedding	Fri - only after 5:30	5:00 PM - 12:00 AM

Date	Event		Event Time
10/19/13	Wedding		3:00 PM – 10:00 PM
10/20/13	Wedding		11:00 AM – 6:00 PM
10/25/13	Wedding	Fri - only after 5:30	4:00 PM – 11:00 PM
10/26/13	Wedding		5:00 PM - 12:00 AM
10/27/13	Wedding		4:00 PM – 11:00 PM
11/02/13	Wedding		3:00 PM - 11:00 PM
11/09/13	Wedding		5:00 PM – 12:00 AM
11/15/13	Corporate Event	Fri - only after 5:30	4:00 PM – 11:00 PM
11/23/13	Wedding		5:00 PM – 12:00 AM
11/30/13	Wedding		9:00 AM - 3:00 PM
11/30/13	Wedding		5:00 PM - 12:00 AM
12/01/13	Wedding		4:00 PM – 11:00 PM
12/06/13	Holiday Party	Fri - only after 5:30	3:00 PM – 10:00 PM
12/07/13	Wedding		3:00 PM - 12:00 AM
12/12/13	Holiday Party	Thurs - only after 5:30	4:00 PM - 10:00 PM
12/14/13	Wedding		4:00 PM – 11:00 PM
12/21/13	Wedding		4:00 PM – 11:00 PM
12/27/13	Wedding	Fri - only after 5:30	4:00 PM – 11:00 PM
12/28/13	Wedding		9:00 AM - 3:00 PM
12/28/13	Wedding		5:00 PM - 12:00 AM
12/30/13	Wedding	Mon - only after 5:30	3:00 PM – 10:00 PM
12/31/13	Wedding		7:30 PM - 1:30 AM



Travis County Commissioners Court Agenda Request

Meeting Date: 7/23/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: John E. Pena, CTPM; Marvin Brice, CPPB, Purchasing Office, 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Commissioners Court Sponsor: Judge, Samuel T. Biscoe

REQUESTED ACTION: APPROVE TWELVE (12) MONTH EXTENSION (MODIFICATION NO. 2) FOR PLUMBING SERVICES, CONTRACT NO. 4400001073, TO BEN'S SPRINKLER & PLUMBING SERVICE.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- IFB No. B120164-JE, countywide Plumbing Services, was issued on May 17, 2012. This contract requires the Contractor to utilize a Task Order contract method to provide labor, materials, equipment and incidentals necessary to perform plumbing services. Individual projects are awarded to the contractor via task orders initiated by the departments and are based upon pre-priced services for the intended work. This contract allows for two, twelve-month renewals.
- This proposed modification will extend the contract for this initial twelve-month renewal period beginning August 1, 2013 and ending July 31, 2014. This extension is permitted in accordance with Section 00500, Agreement for Construction Services, Article II, Paragraph 2.2 entitled, "Option to Extend".
- **Contract Expenditures:** Within the last 12 months \$85,611.22 has been spent against this requirement.
- **Contract-Related Information:**
 - Award Amount: N/A (As-needed basis)
 - Contract Type: Annual Contract
 - Contract Period: August 1, 2012 – July 31, 2013

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

➤ **Contract Modification Information:**

Modification Amount: N/A (As needed basis)
Modification Type: Annual Contract
Modification Period: August 1, 2013 through July 31, 2014

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

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

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Funds Reservation in SAP: N/A*
- Cost Center: 1140090001, G/L Account 511530
- Comments: *Funding to be identified on each individual Task Order.

Plumbing Services

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: John Pena, CTPM TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: July 3, 2013
ISSUED TO: Ben's Sprinkler & Plumbing 12300 Wirth Road Manchaca, Texas 78652	MODIFICATION NO.: Two	EXECUTED DATE OF ORIGINAL CONTRACT: July 31, 2013
ORIGINAL CONTRACT TERM DATES: August 1, 2012 through July 31, 2013 CURRENT CONTRACT TERM DATES: August 1, 2013 through July 31, 2014		

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ N/A, as needed basis Current Modified Amount \$ N/A, as needed basis

DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:

The purpose of this modification is to exercise the option to extend the contract term for one (1) additional year in accordance with Section 00500, Agreement for Construction Services, Article II, Paragraph 2.2 entitled, "Option to Extend". This one year contract extension is the first extension period under the two year option periods.

- A. The contract period is changed from: August 1, 2012 through July 31, 2013 to read: August 1, 2013 through July 31, 2014, a twelve month extension.

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Note to Vendor:

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	DATE: _____
BY: _____ PRINT NAME	
TITLE: _____ ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS BY: <i>Cyd V. Grime</i> CYD V. GRIME, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE: 7/8/13
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, July 23, 2013

Prepared By/Phone Number: Sydney Ceder, 854-9882

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Award for Aviation Fuel, IFB No. 1304-008-SC to the lowest responsive bidder, Arrow Energy, Inc.

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. This contract will provide aviation fuel for the STAR Flight helicopters.

IFB No. 1304-008-SC was issued on May 13, 2013. A total of seventeen (17) vendors were solicited and two (2) bids were received, however one of the bids was deemed non-responsive. The bid submitted by EPIC Aviation, LLC contained exceptions and did not offer a firm, fixed price. The Travis County Emergency Services department recommends award to the lowest responsive bidder, Arrow Energy, Inc.

➤ **Contract-Related Information:**

Award Amount: Estimated Quantity-as needed requirements

Contract Type: Annual

Contract Period: August 12, 2013 through August 11, 2014

➤ **Solicitation-Related Information:**

Solicitations Sent:	17	Responses Received:	3
HUB Information:	N/A	% HUB Subcontractor:	N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: N/A

Comments: Requisitions are processed at the time of the requirement.

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

Bonnie




Travis County
STAR Flight




7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

TO: Cyd Grimes, Purchasing Agent
Travis County

THROUGH: Danny Hobby, Executive Manager, Emergency Services 
Travis County

FROM: Casey Ping, Program Director,  **STAR Flight**
Travis County

DATE: July 3, 2013

SUBJECT: Fuel Contract Recommendation

STAR Flight staff recommends that Travis County award the bid for aviation fuel to Arrow Energy.

The budget cost center for this contract is 1590020001, GL 510120.

If you need any additional information please contact Casey Ping at 512-854-6460 or Stan Wedell, **STAR Flight** Director of Maintenance at 512-854-6462.

Arrow Energy, Inc.

Bid Contact **Craig Falman**
Info@ArrowEnergy.com
Ph 734-429-3581
Fax 734-429-3583

Address **1404 Industrial Drive, Ste 3**
Saline, MI 48176-9434

Qualifications **CISV SB**

Item #	Line Item Notes	Unit Price	Qty/Unit	Total Price	Atch. Docs
1304-008-SC--01-01	Aviation Fuel Supplier Product Code: Supplier Notes: Travis County is subject to the Federal LUST tax of \$0.0010 and the Federal Oil Spill Tax of \$0.0019 and will be charged per gallon in addition to the unit price per gallon. If there are changes in the taxes going forward they will be communicated and then reflected on future invoices. Terms are Net 30 Days.	First Offer - \$0.35 Text: Thirty Five cents per gallon	100000 / gallon	\$35,000.00 Text: Thirty Five Thousand Dollars	Y
				Supplier Total \$35,000.00	



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By/Phone Number: Kent Hubbard/854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: DECLARE LISTING OF CERTAIN EQUIPMENT AS MISSING AND AUTHORIZE REMOVAL FROM THE FIXED ASSET INVENTORY, PURSUANT TO SECTION 3.10.4 OF THE TRAVIS COUNTY FIXED ASSET POLICY AND PROCEDURES MANUAL.

Section 3.10.4 of the Travis County Fixed Asset Policy and Procedure Manual requires that "missing" assets shall be retained on the inventory list for a minimum of three years, after which time, the Purchasing Agent makes a request of the Commissioners Court to remove the item(s) from the inventory.

Many of the items on the list have been eligible for Court consideration for a number of years (all have been listed as missing since 2009 and before) prior to them being listed as missing, but were never carried forward to Court. However, we have taken a very conservative approach and are only bringing them forward now as the final step to removing item(s) from the inventory.

This list is similar to the list that was brought to the Court on [May 22, 2012](#) during the transfer from HTE to SAP, and will be an annual event each July. Removal of these long-standing items is part of our continued clean-up efforts of ensuring that our inventory is up-to-date, complete and as accurate as possible.

Of the items listed, there are twenty-four (24) capital items. All of the capital items have been fully depreciated. The balance of the listed items are considered low value assets.



Asset Master Record Detail Report

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Asset (SAP) #	Inventory (tag) #	Asset Desc	S/N	Acquisition Date
1003693	80817	IBM SELECTRIC TYPEWRITER	263212692	4/15/1968
1003698	75820	HANDY TALKIE - BENDIX KING	930720	6/15/1973
1003699	53172	REFRIGERATOR W/ICE HOOKUP	P16659	8/8/1975
1003701	59606	IBM SELECTRIC II TYPW	26285085	12/8/1975
1003721	56810	CAMERA POLAROID	NEED	11/1/1978
1003723	53020	IBM (LONG CARRIAGE)TYPW	MDL D	3/19/1979
1003730	80885	INTERCOM DUKANE	NEED	12/31/1979
1003732	80886	INTERCOM DUKANE	UNKNOWN	12/31/1979
1003750	80595	ICE MACHINE + STORAGE BIN	951420330	4/26/1982
1003757	67778	MULTI CHARGER FOR RADIOS	NONE	10/1/1982
1003766	52037	E Z RIZER ELEVATOR PLATFORM	#	1/1/1983
1003759	56577	REFRIGERATOR SANYO	NEED	1/1/1983
1003773	80893	FINGER PRINT OPTICAL COMPARATOR	NEED	1/10/1983
1003775	51670	IBM CORRECTING SELECTRIC III TYPEWRITER	275705935255060	1/24/1983
1003778	101681	5 WATT 6 CHANNEL PORTABLE RADIO W/CASE & CHARGE	23000388	2/7/1983
1003781	55247	KODAK TRIMLITE READER	121929	3/14/1983
1003791	80493	PC IBM TELEPHONE EQUIPMENT	UNKNOWN	1/1/1984
1003796	80601	BAKE / ROAST GAS OVEN - MODEL 909	NEED	3/8/1984
1003798	80758	HONDA GENERATOR MODEL BE2200	1021362	3/29/1984
1003810	99752	WELDER LINCOLN ARC	7533706	8/23/1984
1003811	76379	WELDER MILLER	9422812	9/1/1984
1003815	52066	TERMINAL NCR	K981668907	10/1/1984
1003820	73417	MOBILE 12 CHANNEL TWO-WAY RADIO	SE146518	10/1/1984
1003816	80697	TV ZENITH	251916	10/1/1984
1003832	80844	"19"" COLOR RCA TELEVISION - MODEL FKR484	510340091	4/11/1985
1003831	99699	WASHER KENMORE	CG5147168	4/11/1985
1003837	66280	SYNTOR X MOBILE RADIO W/16 CHANNELS	4B3HKJ0791	5/24/1985
1003846	80599	FRYER HOBART DEEP	UNKNOWN	10/1/1985
1003849	59727	LETERON SYSTEM	55581A	11/1/1985
1003873	59581	MICROWAVE OVEN SHARP	NONE	4/7/1986
1003896	80494	REMOTE RADIO DESK CONSOLE MOTOROLA	MA826Y	7/24/1986
1003897	#	REGENCY RH 250B MOBILE RADIO	NEED	8/21/1986
1003898	#	REGENCY RH250B MOBILE RADIO	NEED	8/21/1986
1003900	59701	"RCA 19"" COLOR TV	UNKNOWN	8/28/1986
1003899	73644	"RCA 19"" COLOR TV	279367	8/28/1986
1003903	80699	"SHARP 19"" COLOR TV	361194	8/28/1986
1003902	80701	"RCA 19"" COLOR TV	6317527	8/28/1986
1003909	66000	ANTENNA MOTOROLA	TON7407A	9/29/1986
1003913	80937	TV MAGNAVOX	13130142B	10/1/1986
1003916	56568	COPY CAMERA POLAROID	NONE	11/1/1986
1003951	66707	MOBILE RADIO DELTA 2 WAY GE	4215036	9/30/1987
1003957	56605	VIDEO LIGHT	40723	11/1/1987
1003955	56802	CAMERA-NIKON	FM3444574	11/1/1987
1003958	59808	REFRIGERATOR HOBART COMMERCIAL	32522778	11/1/1987
1003953	79696	MODEM DIGITAL CONTROL	678749	11/1/1987
1003977	80792	EXCEL IV IDE EMULATER	#	1/22/1988
1003982	83486	RADIO MODEL HT600 HANDIE TALKIE W/CASE	649ANU3540	2/16/1988
1003987	77612	TRAILER WATER TANK	681190	4/22/1988
1004007	60442	RADIO MOBILE GE 2-WAY DELTA	NG300G	7/22/1988
1004008	73213	RADIO MOBILE GE 2-WAY DELTA	7495953	7/22/1988
1004064	52100	PRINTER NCR - JAIL COMPUTER SYSTEM	33916M	8/26/1988
1004076	56964	HANDI TALKIE MOTOROLA HT600	649AMU3534	9/1/1988
1004079	59624	HANDI TALKIE MOTOROLA HT600	NEED	9/1/1988
1004071	60333	RADIO MOBILE GE PHOENIX SX	7459602	9/1/1988
1004065	62912	SILAMAT(DENTAL) VIRADENT	1813645	9/1/1988
1004078	65981	HANDI TALKIE MOTOROLA HT600	#	9/1/1988
1004066	66054	CPU STATION	32197	9/1/1988
1004069	70902	RADIO MOBILE GE PHOENIX SX	NEED	9/1/1988
1004080	80954	HANDI TALKIE MOTOROLA HT600	651ANQ1416	9/1/1988
1004081	60388	RADIO MOBILE GE 2-WAY DELTA - UNIT #443	NEED	9/2/1988



Asset Master Record Detail Report

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Asset (SAP) #	Inventory (tag) #	Asset Desc	S/N	Acquisition Date
1004082	73377	RADIO MOBILE GE 2-WAY DELTA	4215073	9/2/1988
1004083	73411	RADIO MOBILE GE 2-WAY DELTA	7470248	9/2/1988
1004085	73527	RADIO MOBILE GE 2-WAY DELTA	NG314G	9/2/1988
1004092	73278	MOBILE RADIO GE DELTA	7490231	9/30/1988
1004094	73337	MOBILE RADIO GE DELTA	7482215	9/30/1988
1004089	73346	RADIO MOBILE GE 2-WAY DELTA	7487206	9/30/1988
1004093	73543	MOBILE RADIO GE DELTA	7490235	9/30/1988
1004100	56788	CAMERA NIKON	NEED	11/1/1988
1004110	61950	CRT W/KEYBOARD CHI MDL: UTS11	804034	3/30/1989
1004113	80809	FOOD WARMER EASTERN SERVOLIFT	#	4/1/1989
1004124	80682	ICE MACHINE ROSS TEMP MDL: RCV-404	AM5739	5/30/1989
1004150	62682	CPU AMERICAN CLUB MDL: 210	8AA11501	6/30/1989
1004151	75335	METAL DETECTOR GARRETT MAGNASCANNER	NEED	6/30/1989
1004152	80686	"TELEVISION GE 26"" MDL: GT440	916620056	6/30/1989
1004169	63004	SOUND SYSTEM BOGEN MDL: C20	89C0360	7/30/1989
1004160	80550	"TELEVISION GE 26""	917220577	7/30/1989
1004159	80572	"TELEVISION GE 26""	916620061	7/30/1989
1004167	80587	TELEVISION GE	33430075	7/30/1989
1004165	80591	TELEVISION GE	33430032	7/30/1989
1004183	63171	HANDI-TALKIE BENDIX KING MDL: 4140A	928683	8/30/1989
1004182	75821	HANDI-TALKIE BENDIX KING MDL: 4140A	930726	8/30/1989
1004186	66078	CAMCORDER AND CASE MEMOREX	L0WA10521	9/1/1989
1004198	63426	HANDI-TALKIE MDL: LPU 4991 BENDIX KING	923759	9/30/1989
1004199	63431	HANDI-TALKIE MDL: LPU 4991 BENDIX KING	914875	9/30/1989
1004200	63466	HANDI-TALKIE MDL: LPU 4991 BENDIX KING	922794	9/30/1989
1004211	64238	COMPARATORS MTRLA MDL T1786	NEED	5/30/1990
1004212	64239	COMPARATORS MTRLA MDL T1786	NEED	5/30/1990
1004213	64240	COMPARATORS MTRLA MDL T1786	NEED	5/30/1990
1004214	64242	COMPARATORS MTRLA MDL T1786	NEED	5/30/1990
1004215	64243	COMPARATORS MTRLA MDL T1786	NEED	5/30/1990
1004232	64286	RADIO 2 WAY CH 6 155.640	NEED	5/30/1990
1004233	64287	RAD 2WY 156.030 MDL0102AL	NEED	5/30/1990
1004234	64288	RADIO 2 WY 155.955 MDL0102AL	273CQG0159	5/30/1990
1004222	64295	RADIO 2 WY 155.640	NEED	5/30/1990
1004227	64310	RADIO 2 WAY 155.955	NEED	5/30/1990
1004224	64312	RADIO 2 WAY 155.955	NEED	5/30/1990
1004228	64313	RADIO 2 WAY 155.955	NEED	5/30/1990
1004229	64314	RADIO 2 WAY 156.030	NEED	5/30/1990
1004223	64316	RADIO 2 WAY 156.030	NEED	5/30/1990
1004225	64317	RADIO 2 WAY 156.030	NEED	5/30/1990
1004239	68871	LIFT UP-RIGHT	5344	9/1/1990
1004240	68879	VCR VHS - PHILLIPS	71088182	9/1/1990
1004241	68880	LAWNMOWER RIDING - CRAFTSMAN	730509657	9/1/1990
1004235	#	TERMINAL WYSE	01C18C06233	9/1/1990
1004264	66967	EMULATOR DEVICE TERMINAL	UNKNOWN	9/30/1990
1004265	66970	EMULATOR DEVICE TERMINAL	UNKNOWN	9/30/1990
1004266	66971	EMULATOR DEVICE TERMINAL	UNKNOWN	9/30/1990
1004267	66973	EMULATOR DEVICE TERMINAL	UNKNOWN	9/30/1990
1004253	68455	REFRIGERATOR	NEED	9/30/1990
1004256	77169	TYPEWRITER CLASS II	263538585	9/30/1990
1004289	80684	TV SHARP	361839	11/26/1990
1004290	80688	TV SHARP	361862	11/26/1990
1004288	80690	TV SHARP	361476	11/26/1990
1004287	80691	TV ZENITH	251862	11/26/1990
1004286	80839	TV SHARP	UNKNOWN	11/26/1990
1004285	80840	TV SHARP	322788	11/26/1990
1004329	100954	"TV RADIO SHACK 19""	XC48301518	3/27/1991
1004330	80655	REFRIGERATOR	8A086370	5/1/1991
1004396	56533	"TV 13"" SEARS	5220401462	9/1/1991
1004354	68389	REFRIGERATOR	V3090808L	9/1/1991
1004355	68390	LARGE CONFECTIONARY OVEN	NEED	9/1/1991



Asset Master Record Detail Report

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Asset (SAP) #	Inventory (tag) #	Asset Desc	S/N	Acquisition Date
1004357	68395	CONVECTION OVEN	8901096	9/1/1991
1004359	68401	STOVE	8901096	9/1/1991
1004384	69787	MODEM EXCEL IDE	NEED	9/1/1991
1004391	70095	CLEANER STEAM	F843796510	9/1/1991
1004343	70570	GUN LOCKERS	#	9/1/1991
1004336	70575	OVEN CONVECTION POWER SAVER MARKET FORGES	#	9/1/1991
1004337	70578	OVEN CONVECTION POWER SAVER MARKET FORGE	UNKNOWN	9/1/1991
1004338	70579	OVEN. CONVECTION POWER SAVER MARKET FORGE	UNKNOWN	9/1/1991
1004340	70614	TYPEWRITER ELECT. PANASONIC	PJUA852	9/1/1991
1004376	75071	CAMERA PORTRAIT REMBRANDT	NEED	9/1/1991
1034902	75162	CAMCORDER HITACHI	903427	9/1/1991
1034909	75247	CAMERA 35MM NIKON	8039560	9/1/1991
1004348	75306	CAMCORDER HITACHI	81172952	9/1/1991
1034908	75372	CAMERA 35MM NIKON	N8038150	9/1/1991
1004350	75418	CAMERA SURVIELANCE PANOSONIC	47A12783	9/1/1991
1034910	75433	AIR CONDITIONER TEDDERS	JM118481	9/1/1991
1034911	75437	AIR CONDITIONER WINDOW CHRYLSER CORP.	4J526097	9/1/1991
1034918	76089	INTERCOM SYSTEM	C648453	9/1/1991
1034913	76168	CAMCORDER PANASONIC	F8NA6462	9/1/1991
1004370	76300	TRACTOR RIDING GARDEN BOLENS	101186	9/1/1991
1004375	76650	REFRIGERATOR PANASONIC	NONE	9/1/1991
1004372	77184	TYPEWRITER IBM II	3260813	9/1/1991
1004342	80514	PRINTER PANASONIC	UNKNOWN	9/1/1991
1004345	80536	REFRIGERATOR GE	FA061101	9/1/1991
1004364	80567	VCR REALISTIC MODEL 26	30600751J	9/1/1991
1004373	80596	SERVOLIFT	NEED	9/1/1991
1004361	80600	DEEP FRYER	88F102	9/1/1991
1004341	80646	VCR MEMOREX	42834	9/1/1991
1004402	80703	TV ZENITH	251905	9/1/1991
1004344	80726	TELEVISION ZENITH	33330932	9/1/1991
1004360	80810	DEEP FRYER VULCAN	8901115	9/1/1991
1004358	80830	REFRIGERATOR	82747	9/1/1991
1004379	80831	REFRIGERATOR	NEED	9/1/1991
1004377	87305	STATIONARY BIKE SCHWINN DX900	9011860	9/1/1991
1004406	65376	COMPUTER BASIC PC-AT	CFW13420033	9/23/1991
1004411	66051	GUN LOCKER 12 UNIT WOOD W/KEY LOCKS	#	9/30/1991
1004412	79672	COMPUTER 486/33 CSI	CF411018	9/30/1991
1004415	80808	BOWL/60 QUART STAINLESS STEEL	890423597B	10/16/1991
1004425	73761	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	26187	12/9/1991
1004426	77271	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	26162	12/9/1991
1004427	77272	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	26207	12/9/1991
1004428	100921	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G111122	12/9/1991
1004429	101679	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1M130278	12/9/1991
1004457	63464	RADIO PORTABLE A BENDIX MQH5142B-04 CASE & MIC	909751	1/10/1992
1004453	65710	RADIO PORTABLE A BENDIX MQH5142B-04 CASE & MIC	150149	1/10/1992
1004454	65720	RADIO PORTABLE A BENDIX MQH5142B-04 CASE & MIC	150201	1/10/1992
1004452	65786	RADIO MOBILE MIDLAND	70319	1/10/1992
1004455	67800	RADIO PORTABLE A BENDIX MQH5142B-04 CS MIC & DTM	930754	1/10/1992
1004456	67861	RADIO PORTABLE A BENDIX MQH5142B-04 CASE & MIC	928684	1/10/1992
1004442	71969	RADIO MOBILE B MIDLAND	106857T	1/10/1992
1004458	83490	RADIO PORTABLE A BENDIX MQH5142B-04 CASE & MIC	922817	1/10/1992
1004436	96152	RADIO YAESU MDL# FTH2070D16	1G110268	1/10/1992
1004459	96193	RADIO PORTABLE A BENDIX MQH5142B-04 CASE & MIC	151102	1/10/1992
1004462	73827	PRINTER LASER LOW END	11AFZ40	1/27/1992
1004465	60088	RADIO MOBILE A GE DELTA SX	7418679	1/28/1992
1004466	73721	RADIO MOBILE A GE DELTA SX	8550305	1/28/1992
1004464	#	RADIO MOBILE A GE DELTA SX	8469232	1/28/1992
1004468	63819	RADIO MOBILE A GE DELTA SX	#	2/13/1992
1004480	76122	CENTRIFUGE TRIAC	252048	4/27/1992
1004481	80602	CENTRIFUGE TRIAC	TUTTNAUER2340M	4/27/1992
1004482	73663	STATIONARY BIKE AIRDYNE	UNKNOWN	5/15/1992



Asset Master Record Detail Report

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Asset (SAP) #	Inventory (tag) #	Asset Desc	S/N	Acquisition Date
1004483	75166	STATIONARY BIKE AIRDYNE	#	5/15/1992
1004495	65217	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110155	6/11/1992
1004496	65450	RADIO PORTABLE B YAESU	1G110246	6/11/1992
1004497	65452	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110247	6/11/1992
1004498	65456	RADIO PORTABLE B YAESU	1G110160	6/11/1992
1004500	65466	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110154	6/11/1992
1004501	65478	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110149	6/11/1992
1004505	65490	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110146	6/11/1992
1004506	65500	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110029	6/11/1992
1004507	65502	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110040	6/11/1992
1004508	65504	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110026	6/11/1992
1004510	65510	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110250	6/11/1992
1004511	65516	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110024	6/11/1992
1004512	65520	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110032	6/11/1992
1004515	65532	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1G110031	6/11/1992
1004487	71932	RADIO MOBILE B MIDLAND	106917T	6/11/1992
1004516	73756	RADIO PORTABLE B YAESU	2C150018	6/11/1992
1004517	73769	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	2C150002	6/11/1992
1004518	73772	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	2G150009	6/11/1992
1004519	73775	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1N140069	6/11/1992
1004521	73779	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1N140083	6/11/1992
1004522	73780	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1N140070	6/11/1992
1004523	73783	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1N140075	6/11/1992
1004524	73784	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	2C150017	6/11/1992
1004526	73959	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	3F210618	6/11/1992
1004527	73963	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	3F210569	6/11/1992
1004520	100923	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	2C150013	6/11/1992
1000131	75136	BOOKING FILE SERVER 6600	#	7/29/1992
1004552	99688	MICROSCOPE SCIENCE MDL# M3200	176178	9/10/1992
1004557	77763	CPU 486 DESKTOP TOWER STYLE C&H	921126	12/15/1992
1004558	77729	COMPUTER PERSONAL NOTEBOOK (LAP TOP NBA 386SX)	R0252172172	12/21/1992
1004567	59948	CHAIR DENTAL ELECTRIC	37437	4/26/1993
1004566	72337	COMPUTER/HALIKAN/NBC386SX NOTEBOOK	SE153C12301	4/26/1993
1004569	73842	FM TRANSCEIVER UHF/VHF YAESU FTH 2070 HAND RADIO	2J200113 AT13	5/4/1993
1004570	73844	FM TRANSCEIVER UHF/VHF YAESU FTH 2070 HAND RADIO	2J200103 AT11	5/4/1993
1004573	100896	MODEM MICOM	812D1164	5/14/1993
1004581	69262	PRINTER PANASONIC	3BMBMGF47212	6/1/1993
1004584	77607	COMPUTER LAP TOP W/FAX MDL# NBC 386SX '93	SE153C12295	6/10/1993
1004585	79398	COMPUTER NOTEBOOK PREMIO	SE153C12092	6/10/1993
1004586	73878	CAMERA SURVEILLANCE SONY MDL# Gvu5 '93	1034795	6/15/1993
1004587	73879	CAMERA SURVEILLANCE SONY MDL# Gvu5 '93	1034377	6/15/1993
1004589	73880	MACHINE SEWING PFAFF MDL# 563	422800	6/21/1993
1004590	73881	MACHINE SEWING PFAFF MDL# 563	422707	6/21/1993
1004591	73876	RADIO MOTOROLA MOBILE SPECTRA	671ATL0108	7/8/1993
1004594	81221	COMPUTER LAPTOP PREMIO	SE153C11998	7/16/1993
1004628	73909	RADIO PORTABLE (B) YAESU FTH 2070D16	3F210588	9/27/1993
1004629	73910	RADIO PORTABLE (B) YAESU FTH 2070D16	3F210587	9/27/1993
1004631	73913	RADIO PORTABLE (B) YAESU	3I230100	9/27/1993
1004632	73914	RADIO PORTABLE (B) YAESU FTH 2070D16	3I230096	9/27/1993
1004635	73919	RADIO PORTABLE (B) YAESU FTH 2070D16	3I230094	9/27/1993
1004633	101678	RADIO PORTABLE (B) YAESU FTH 2070D16	3I230092	9/27/1993
1004627	106149	RADIO PORTABLE (B) YAESU FTH 2070D16	3I230091	9/27/1993
1004642	72432	RADIO MOBILE (B) MIDLAND MIDLAND 70-1342B	104377T	10/26/1993
1004645	88294	RADIO PORTABLE (B) YAESU FTH 2070D16	3F210610	10/26/1993
1004641	106144	RADIO MOBILE (B) MIDLAND MIDLAND 70-1342B	104389T	10/26/1993
1004652	124041	REFRIDGERATOR AMANA	9310224481	11/10/1993
1004678	64797	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	402ATY4898	12/27/1993
1004672	65238	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	402ATY9217	12/27/1993
1004664	65832	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	402ATW8174	12/27/1993
1004666	65835	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	402ATW8179	12/27/1993
1004667	65837	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	402ATW8176	12/27/1993



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1004676	66373	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	402ATY9218	12/27/1993
1004677	66375	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	402ATY9280	12/27/1993
1004668	67682	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	402ATW8141	12/27/1993
1004675	106148	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	402AUA5228	12/27/1993
1004687	#	EEG BIO-FEEDBACK MACHINE	365	1/12/1994
1004684	#	EEG BIOFEEDBACK MACHINE/ MDL20	323	1/12/1994
1004688	80532	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	NEED	1/28/1994
1004690	80556	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	NEED	1/28/1994
1004692	101675	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	119568	1/28/1994
1004697	65995	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	402AUG4924	2/9/1994
1004712	65998	ANI/EMERGENCY ALARM DECODER MOTOROLA #B-1667	688SUG0010	3/7/1994
1004726	65856	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	402ATW8196	3/25/1994
1004734	65778	MOBILE RADIO MIDLAND	70261	4/25/1994
1004744	80593	HOT WELL UNITS SLIMLINE	#	6/10/1994
1004745	#	HOT WELL UNITS SLIMLINE	#	6/10/1994
1004755	65099	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 3YR W	402ATW8134	6/15/1994
1004753	65854	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 3YR W	402ATW8181	6/15/1994
1004748	65864	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 3YR W	402ATW8202	6/15/1994
1004750	65891	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 3YR W	402ATW8152	6/15/1994
1004777	90767	GE UPRIGHT FREEZER	MG164886	8/5/1994
1004788	75808	ALCO-SENSOR III CAT#321	1017291	8/24/1994
1004791	#	BIOFEEDBACK CAP SCAN C-80	#	8/31/1994
1004792	#	BIOFEEDBACK CAP SCAN C-80	#	8/31/1994
1004794	#	BIOFEEDBACK CAP SCAN C-80	#	8/31/1994
1004793	#	CPU BIOFEEDBACK/286	4868CD	8/31/1994
1004798	80841	T.V SHARP 25FM50	311558	9/13/1994
1004800	59976	600 WATT UPS AND 2	NEED	9/16/1994
1004828	65805	RADAR SYSTEMS SHAKESPERE MR1600	4HAQA001235	11/2/1994
1004852	82793	"RADIO PORTABLE ""C"" UHF MOTOROLA	402AUWD334	12/7/1994
1004853	82808	"RADIO PORTABLE ""C"" UHF MOTOROLA	402AUW0336	12/7/1994
1004865	84322	IBM 4039 PRINTER	11FB316	2/17/1995
1004892	84882	MULTIPLEXOR/EMULATOR IDE EXCEL	3000873	4/25/1995
1004903	99530	"RADIO PORTABLE ""C"" UHF MOTOROLA	402AW3044ZW3	5/22/1995
1004901	99686	"RADIO PORTABLE ""C"" UHF MOTOROLA	402AVJ3047ZW3	5/22/1995
1004906	82780	PORTABLE D VHF RADIO VISAR	720AVJ0979	6/2/1995
1004905	82781	PORTABLE D VHF RADIO VISAR	720AVJ1861	6/2/1995
1004908	82786	PORTABLE D VHF RADIO VISAR	720AVJ1106Z	6/2/1995
1004911	82792	PORTABLE D VHF RADIO VISAR	720AVJ1076Z	6/2/1995
1004910	82795	PORTABLE D VHF RADIO VISAR	720AVJ183Z	6/2/1995
1004909	82803	PORTABLE D VHF RADIO VISAR	720AVJ1714	6/2/1995
1004912	83906	PORTABLE D VHF RADIO VISAR	720AVJ0914Z	6/2/1995
1004914	83909	PORTABLE D VHF RADIO VISAR	720AVJ0927Z	6/2/1995
1004913	85371	PORTABLE D VHF RADIO VISAR	720AVJ0924Z	6/2/1995
1004917	85393	PORTABLE D VHF RADIO VISAR	720AVJ1724Z	6/2/1995
1004915	85443	PORTABLE D VHF RADIO VISAR	720AVJ1104Z	6/2/1995
1004919	85610	PRINTER PANASONIC KXP3626	5AMCPB06754	6/6/1995
1004922	85622	IBM LEXMARK 4039	11GZ498	6/15/1995
1004931	83869	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	124790T	6/28/1995
1004943	80729	REFRIGERATOR GE	FM796072	7/31/1995
1004955	80868	HINGED DOOR GUN LOCKERS	#	9/7/1995
1004972	80548	SHARP TV - MODEL 25FM50	336110	9/26/1995
1004982	78817	HP DESKJET 600 PRINTERS	SG57B1T0B6	10/10/1995
1004980	78836	HP DESKJET PRINTER 600	SG57B1T09Q	10/10/1995
1004988	88899	ICE MACHINE MANITOWOC	940162685	10/30/1995
1005003	65018	PORTABLE E UHF RADIO HT1000	402ATY9229	12/12/1995
1005004	77452	PORTABLE D VHF RADIO HT1000 HO1KDC9AA3N	402AVST494	12/12/1995
1005000	79198	PORTABLE E UHF RADIO HT1000	402AVST556	12/12/1995
1004997	79208	PORTABLE E UHF RADIO HT1000 H01SDC9AA3N	402AVST481	12/12/1995
1004994	79222	PORTABLE E UHF RADIO HT1000 H01SDC9AA3N	402AVST457	12/12/1995
1005010	79242	PORTABLE D VHF RADIO HT1000 HO1KDC9AA3N	402AVW7837	12/12/1995
1005009	79247	PORTABLE D VHF RADIO HT1000 HO1KDC9AA3N	402AVW7976	12/12/1995



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1005008	79248	PORTABLE D VHF RADIO HT1000 HO1KDC9AA3N	402AVW7833	12/12/1995
1005007	79276	PORTABLE D VHF RADIO HT1000 HO1KDC9AA3N	402AVW7850	12/12/1995
1005006	79282	PORTABLE D VHF RADIO HT1000 HO1KDC9AA3N	402AVW7817	12/12/1995
1000238	87842	3000NT BAYNET WIRING HUB	2949400	12/27/1995
1005015	79590	PENTIUM P-5-90 256K	550610777	1/8/1996
1000229	80321	CAMPUS SECURITY NETWORK	#	1/12/1996
1005019	80539	GUNLOCKER	#	1/23/1996
1005043	79332	MOTOROLA RADIO HT1000	402AWE3258	4/16/1996
1005042	79334	MOTOROLA RADIO HT1000	402AWE3256	4/16/1996
1005041	79335	MOTOROLA RADIO HT1000	402AVWE959	4/16/1996
1005047	80229	PC ACER OPEN 100	094358E1	5/14/1996
1005065	71832	PC PENTIUM P-5-133	261612168	6/14/1996
1005068	80757	PRINTER PANASONIC	OFAQJ09962	6/20/1996
1005069	80771	SCANJET HP	342SJ01560	6/20/1996
1005079	68483	WASHING MACHINES INDUSTRIAL	23726	6/25/1996
1005080	76301	MOWER RIDING JOHN DEERE	11257278	6/25/1996
1005074	80565	WORD PROCESSOR SMITH CORONA	NEED	6/25/1996
1005078	80605	TV GE	33430012	6/25/1996
1005075	80673	TV ZENETH	288356	6/25/1996
1005076	80693	TV GE	9165211431	6/25/1996
1005071	80805	MIXER HOBART	11428561	6/25/1996
1005072	80807	BOWL 60 QRT. VULCAN	890423596B	6/25/1996
1005088	87066	RADIO MOBILE (B) MIDLANDMIDLAND 70-1342B	157958T	7/12/1996
1000252	84483	5310SA BAYNET 5000 ENET	#	7/31/1996
1005092	88450	"LAWN MOWER 5HP ENGINE 22"" CUT	7143216961D00257	8/6/1996
1005093	88451	"LAWN MOWER 5HP ENGINE 22"" CUT	7143231453X00079	8/6/1996
1005094	88452	"LAWN MOWER 5HP ENGINE 22"" CUT	7143213861J00327	8/6/1996
1005095	88453	"LAWN MOWER 5HP ENGINE 22"" CUT	7143216961D00259	8/6/1996
1005096	88454	"LAWN MOWER 5HP ENGINE 22"" CUT	7281332653D00124	8/6/1996
1005099	80516	PRINTER HP DESKJET 520	US43C150ZB	8/13/1996
1000247	87891	DUKANE 4A1480/INTERCOM CONTROL BOX	A-SIDE	8/14/1996
1005103	89241	DUKANE 4A1480/INTERCOM CONTROL BOX	CENTRAL	8/14/1996
1005104	87476	DISHMACHINE BOOSTER HEATER HATCO C-36	1540129607	8/15/1996
1005108	87285	STEREO RECIEVER KENWOOD	90635920	8/18/1996
1005106	87295	IMAGEMAKER GBC	HG01003	8/18/1996
1005109	87314	SAVER CL1 SPECTRUM	N6SCDD318015224	8/18/1996
1005112	79391	"TV/VCR PANASONIC 19""	UNKNOWN	8/27/1996
1000389	93248	BAYNET ACCESS NODE	BTX0025666	9/18/1996
1005134	79732	HP DESKJET PRINTER (IBM COMPAT) MODEL #680C	SG66A1C0BP	9/30/1996
1005135	79748	HP DESKJET PRINTER (IBM COMPAT) MODEL #680C	US6781T00H	9/30/1996
1005136	79751	HP DESKJET PRINTER (IBM COMPAT) MODEL #680C	US6781T00R	9/30/1996
1005165	87592	VRCP3S REMOTE TONE KEYING MODULE	NONE	10/21/1996
1005186	88671	WELDER MILLER 225G PLUS 225	1963581529	11/6/1996
1005221	81753	PORTABLE GENERATOR HONDA	EA63112902	12/27/1996
1005242	89057	PC PENTIUM P-5-166	72613517	1/24/1997
1005244	89081	PC PENTIUM P-5-166	72613531	1/24/1997
1005288	79801	EXCEL II - 4 PORT EMULATOR NCR 796-301 COMPATIBLE	2400567	2/24/1997
1005289	79804	EXCEL II - 4 PORT EMULATOR NCR 796-301 COMPATIBLE	2400569	2/24/1997
1005296	89260	HOT FOOD WARMER TWO SECTION	321046818	3/7/1997
1005299	87134	MACHINE FAX 5IN1 THERMAL BROTHER	K61644257	3/21/1997
1005308	87133	REFRIGERATOR NO FROST	EG0915043	3/25/1997
1005310	89055	UTP TOKEN RING HOST MODULE #146180 (BAYNETWORK	6252659	3/28/1997
1005311	89056	UTP TOKEN RING HOST MODULE #146180 (BAYNETWORK	6188036	3/28/1997
1005321	87129	FAX THERMAL SHARP	67176688	4/16/1997
1005327	89157	SCANMAKER E6 STANDARD FLATBED MICROTEK	5738122588	5/8/1997
1005330	89163	MODEM MOTOROLA MODEL 2340 PART #23683	6997	5/12/1997
1005333	89112	CPU COMPUADD/386	743257	5/15/1997
1005334	89117	CPU COMPUADD/386	743256	5/15/1997
1005335	89122	CPU COMPUADD/386	743260	5/15/1997
1005351	89153	PRINTER HEWLETT-PACKARD DESKJET 692C	SG73P1B2B3	5/30/1997
1005389	90390	MICROWAVE SHARP MODEL# R2A48 WHITE	341209	8/5/1997



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1005391	89168	IDE XL-4 4-PORT MULTIPLEXERS (USED)	3000815	8/12/1997
1005392	87140	GUN LOCKER; HINGED-DOOR	#	8/14/1997
1005405	91929	COOKSON FIRE COUNTER DOOR FOR BLDG#1 KITCHEN AREA	#	9/5/1997
1005417	#	VOTING RECEIVER (VHF) MASTR III SAT. RECEIVER	10463 CAMERON RO	9/11/1997
1005420	#	VOTING RECEIVER (VHF) MASTR III SAT. RECEIVER	1200 MT.LARSON RO	9/11/1997
1005421	#	VOTING RECEIVER (VHF) MASTR III SAT. RECEIVER	3402 DAVIS LANE	9/11/1997
1005419	#	VOTING RECEIVER (VHF) MASTR III SAT. RECEIVER	4PTS.10500 FM2222	9/11/1997
1005416	#	VOTING RECEIVER (VHF) MASTR III SAT. RECEIVER	6300 HAROLD COUR	9/11/1997
1005418	#	VOTING RECEIVER (VHF) MASTR III SAT. RECEIVER	7329 MCNEIL ROAD	9/11/1997
1005435	87157	BIG WORKHORSE SNAKE MY-TANA	7690	9/25/1997
1005436	90406	EXACT REPLACEMENT TANK ONLY WITH INSULATION PVI	99792393	9/25/1997
1005453	90405	RECLAIM UNIT BY AMPROBE PROMAX MDL#H93058	AG500005970488	10/13/1997
1005461	87151	"TELEVISION/VCR COMBO 13"" MAGNAVOX	70238819	10/29/1997
1005463	87178	"TV/VCR MAGNAVOX 13""	71880422	10/29/1997
1005468	90512	HEAT PUMP SYSTEM SANYO MDL THS3622	6763	11/4/1997
1005467	90513	HEAT PUMP SYSTEM SANYO MDL CH3622	3472	11/4/1997
1005481	94685	OBSTETRICAL EXAM DOPPLER	RA02390	12/1/1997
1005498	92111	PORTABLE GENERATOR KLEEN POWER PRO	UL5235	12/31/1997
1005497	92112	PORTABLE GENERATOR POWER PRO 2800	UL5236	12/31/1997
1000347	92079	5000NT 14-SLOT ETHERNET/TOKEN RING CHASSIS	6901093	1/5/1998
1005767	92083	IBM RS/6000 9076 SYSTEM (FRAME 1)	82560	1/16/1998
1005520	92218	PC IBM PC3000GL P200	23HYMM6	1/16/1998
1005521	92249	PC IBM PC3000GL P200	23HYLF3	1/16/1998
1005522	92256	PC IBM PC3000GL P200	23HYMZ8	1/16/1998
1005523	92371	PC IBM PC3000GL P200	23HYNZ0	1/16/1998
1005524	92529	PC IBM PC3000GL P200	23HXFB8	1/16/1998
1005526	92538	PC IBM PC3000GL P200	23HXDC0	1/16/1998
1005534	93989	PC IBM PC3000GL P200	23KYPF4	1/16/1998
1005538	91878	2 SECTION HOT FOOD WARMER	321053708	1/22/1998
1005540	94695	2-PAN COLD SLIMLINE ICE PAN	977777N	1/22/1998
1005541	94696	2-PAN COLD SLIMLINE ICE PAN	977225N	1/22/1998
1005545	87170	TRANSCRIBER SONY B1-85	37505	1/28/1998
1005547	93295	PC IBM 300GL PENTIUM 200MHZ DESKTOP CASE	23YKNV9	1/30/1998
1005551	94994	COOKSON FIRE COUNTER DOOR FOR BLD#1 KITCHEN AREA	#	2/6/1998
1005557	87165	ROUTER HEAVY DUTY DEWALT	3180	2/12/1998
1005558	87188	ROUTER HEAVY DUTY DEWALT	20240	2/12/1998
1005571	87189	RADIO MOBILE MOTOROLA RADIUS M1225	869FYC2646	3/5/1998
1005572	87190	RADIO MOBILE MOTOROLA RADIUS M1225	869FYC2668	3/5/1998
1005579	87202	MICROWAVE SHARP R-4W38	287653	3/12/1998
1005583	87206	MPH PYTHON SERIES II KA BAND DUAL ANTENNA UNIT	PYT377000285	3/23/1998
1005606	87100	VSP 1003 DASHBOARD PARTNER WITH CAM1038 REDI-ON	8181711	4/20/1998
1005607	87101	VSP 1003 DASHBOARD PARTNER/REMOTE MIKE	SMTX02832	4/20/1998
1005608	87102	MONITOR CITIZENS VSP 1003	C700159	4/20/1998
1005612	94387	IOMEGA ZIP DRIVE (EXTERNAL)	RAGH3560AU	4/21/1998
1005609	#	PRINTERS HP DESKJET 890 CXI	SSG7BI1K159	4/21/1998
1005615	99692	SEWING MACHINE: SINGER	U952605171	4/24/1998
1005622	87094	SE INSTRUMENTS AUTO SCALER DENTAC	19016	4/29/1998
1005627	#	PRINTER HP DESKJET 890CXI	SG7CV1H07B	5/6/1998
1005640	#	LAPTOP ACER	9143A01905812002A8	5/21/1998
1005641	95192	REFRIGERATOR KENMORE FROSTFREE	BA81415795	5/26/1998
1005669	95195	REFRIGERATOR SANYO 9.5 CU FT	980505709	6/30/1998
1005670	95201	REFRIGERATOR SANYO 9.5 CU FT	980303452	6/30/1998
1005682	95948	WATER COOLER: HALSEY TAYLOR #WC-8AFS/Q	980438680	7/29/1998
1005754	95595	"TV SANYO 19""	D7180820001847	10/12/1998
1005755	95596	VCR SV2000	68739395	10/12/1998
1000355	92083	PROJECT MANAGEMENT - PROJCODE AG0801	#	11/12/1998
1005818	96392	SNAPPER 5HP PUSH MOWER #SNEMR215014B	85281172	12/14/1998
1005960	97417	FOOD PROCESSOR HOBART: FP-100	1015314	1/28/1999
1005964	95055	RS4CJ JACKET (COMPLETE)SYNTEC CANINE	#	2/23/1999
1005965	97415	REFRIGERATOR HOBART	321067766	2/25/1999
1005975	97403	PRINTER OPTRA S 1625 16PPM 350 INPUT/250	11CYN41	2/26/1999



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1000442	#	NETWORK PCT 3 MANCHACA NORSTAR TO MAIN COURTHOUSE	2919 MANCHACA RO	4/20/1999
1006009	98079	KODAK DC 220 DIGITAL CAMERA	EHG81800523	4/30/1999
1006017	95066	CANON 12X36 IS BINOCULARS	2700192M	5/21/1999
1006018	95067	CANON 12X36 IS BINOCULARS	2700195M	5/21/1999
1006023	30029	CAMCORDER: SONY HI-8MM CAMCORDER	212227	5/25/1999
1006037	95069	PALM GRIP SANDER DEWALT	42265	6/10/1999
1006040	96271	JAZ 2 GB EXTERNAL ULTRASCASI DRIVE	X16W18XOJC	6/16/1999
1006062	30008	CAMERA: POLAROID SPECTRA AF	NONE	7/27/1999
1006086	98668	ECHO LINE TRIMMER	76223	8/26/1999
1006094	95077	DICHRO 458 COLORHEAD	8996448	9/10/1999
1006134	98921	IOMEGA ZIP DRIVE	PKBW38E5EF	10/11/1999
1006144	95082	OLYMPUS DIGITAL CAMERA	3020653	10/19/1999
1006142	100850	OLYMPUS DIGITAL CAMERA	3020497	10/19/1999
1000470	99283	MERIDIAN MAX SYSTEM	#	11/12/1999
1006210	96326	UPS BEST SWITCH	NONE	2/14/2000
1006256	100187	PC NOVELL/NT CERTF. DELLOPTIPLEX G1/M+ #460-5348	1YALH	4/18/2000
1006261	95110	"PANASONIC COLOR TV/VCR COMBO 13"	COAD31483	4/20/2000
1006316	100409	PATROL CAR VIDEO SYSTEMS CAMERA	NEED	7/11/2000
1006317	#	PATROL CAR VIDEO SYSTEMS TRUNK UNIT	NEED	7/11/2000
1006318	#	PATROL CAR VIDEO SYSTEMS TRUNK UNIT	NEED	7/11/2000
1006324	100901	19 CU FT FROST FREE REFRIGERATOR	BA01923256	7/18/2000
1006342	100381	PATROL CAR VIDEO SYSTEMS CAMERA	NEED	7/28/2000
1006334	100450	HAND HELD METAL DETECTOR TEC N1212	A1006226	7/28/2000
1006335	100451	HAND HELD METAL DETECTOR TEC N1212	A1006211	7/28/2000
1006336	100452	HAND HELD METAL DETECTOR TEC N1212	A1006218	7/28/2000
1006339	100455	HAND HELD METAL DETECTOR TEC N1212	A1006217	7/28/2000
1006340	100456	HAND HELD METAL DETECTOR TEC N1212	A1006224	7/28/2000
1006364	104078	SCALER ULTRASONIC DENT-SPLY INT'L MODEL #63733	22261	8/16/2000
1006376	104412	U-LINE COPORATION ICE MAKER MODEL NUMBER 4CZ79	2165030073	8/22/2000
1006382	91201	FAX/MODEM US ROBOTICS 28.8 V.34	0008390160017513	8/23/2000
1006381	99577	MULTIPLEXOR VIDEO	896026626001	8/23/2000
1006383	96336	DELL LATITUDE LAPTOP COMPUTER	8L4EB	8/28/2000
1000890	#	OC-12_LR_OPTICAL_CIRCUIT_PACK	#	8/30/2000
1001762	#	OC-12_LRE_(1550)_OPTICAL_CIRCUIT_PACK	#	8/30/2000
1001763	#	OC-12_LRE_(1550)_OPTICAL_CIRCUIT_PACK	#	8/30/2000
1006387	104368	SONY MAVICA MVC-FD95 DIGITAL CAMERA	41705	8/31/2000
1006388	104844	SURGE PROTECTION UNIT	1060029600035	8/31/2000
1000516	101315	TAPE LIBRARY WITH 10 CARTRIDGE CAPACITY	2B02673754	9/13/2000
1000517	101316	TAPE LIBRARY WITH 10 CARTRIDGE CAPACITY	2B02873755	9/13/2000
1006469	100495	COMPUTER/PROJECTOR IN FOCUS LP435Z	3EW020600138	10/1/2000
1006472	100498	COMPUTER/PROJECTOR IN FOCUS LP435Z	3EW020600090	10/1/2000
1006479	100504	PORTABLE B RADIO VHF/UHF VX FTH-2070D-16	OJ520044	10/11/2000
1006546	100513	FACSIMILE HP LASERJET 3200 ALL IN ONE MACHINE	UFAH018373	11/9/2000
1006547	104845	SURGE PROTECTION UNIT.(TVSS) MFG: INOVATIVE TECH-	MDE2602400251	11/9/2000
1006596	101626	PC GATEWAY	15918344	12/14/2000
1006600	101921	POLOROID SPECTRA LAW ENFORCEMENT KIT	JA7JRWVZVENB	12/15/2000
1006601	101926	POLOROID SPECTRA LAW ENFORCEMENT KIT	JAWJRU7AVENB	12/15/2000
1006602	101927	POLOROID SPECTRA LAW ENFORCEMENT KIT	JA6JRUKFVENB	12/15/2000
1006604	101935	POLOROID SPECTRA LAW ENFORCEMENT KIT	JAWJRU76VENB	12/15/2000
1006605	101939	POLOROID SPECTRA LAW ENFORCEMENT KIT	JA7JRVEGVENB	12/15/2000
1006606	101943	POLOROID SPECTRA LAW ENFORCEMENT KIT	JA6JRUFDVENB	12/15/2000
1006607	101948	POLOROID SPECTRA LAW ENFORCEMENT KIT	JA6JRUHJVENB	12/15/2000
1006610	101956	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2KHVDNB	12/15/2000
1006611	101958	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2KKVDNB	12/15/2000
1006612	101959	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAPJR1TUVDNB	12/15/2000
1006613	101960	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAPJR1SFVDNB	12/15/2000
1006614	101961	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2K3VDNB	12/15/2000
1006615	101962	POLOROID SPECTRA LAW ENFORCEMENT KIT	JAWJRU77VENB	12/15/2000
1006616	101963	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2JZVDNB	12/15/2000
1006617	101964	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2K7VDNB	12/15/2000
1006618	101965	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAPJR1RMVDNB	12/15/2000



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1006619	101967	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2LLVDNB	12/15/2000
1006621	101971	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAPJR1TAVDNB	12/15/2000
1006622	101972	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2LJVDNB	12/15/2000
1006623	101975	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2KLVDNB	12/15/2000
1006625	101977	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2LHVDNB	12/15/2000
1006626	101981	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2L3VDNB	12/15/2000
1006627	101983	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2LZVDNB	12/15/2000
1006628	101988	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAQJR2KAVDNB	12/15/2000
1006630	101994	POLOROID SPECTRA LAW ENFORCEMENT KIT	HAPJR1TXVDNB	12/15/2000
1010347	104154	SHARK (2105-F20 W/420GB DISK	7516888	12/21/2000
1006636	101995	PROJECTOR OVERHEAD LAMPCHMMM9100	1519722	12/27/2000
1006641	102064	SIMI AUTOMATIC KEY MACHINE	2499	1/5/2001
1006645	102021	CAMERA YASHICA MICRO TEC W/70MM ZOOM	442765	1/9/2001
1006646	102022	CAMERA YASHICA MICRO TEC W/70MM ZOOM	382471	1/9/2001
1006648	102024	CAMERA YASHICA MICRO TEC W/70MM ZOOM	382683	1/9/2001
1006649	102026	CAMERA YASHICA MICRO TEC W/70MM ZOOM	381929	1/9/2001
1006650	102027	CAMERA YASHICA MICRO TEC W/70MM ZOOM	446075	1/9/2001
1006652	102030	CAMERA YASHICA MICRO TEC W/70MM ZOOM	381243	1/9/2001
1006653	102031	CAMERA YASHICA MICRO TEC W/70MM ZOOM	380704	1/9/2001
1006654	102032	CAMERA YASHICA MICRO TEC W/70MM ZOOM	380844	1/9/2001
1006655	102033	CAMERA YASHICA MICRO TEC W/70MM ZOOM	443956	1/9/2001
1034950	102114	SANDUSKY MOBILE CABINET	#	1/23/2001
1034952	102116	PICTURETEL MICROPHONE	414880	1/23/2001
1034948	102122	PICTURETEL IMAGESHARE	506102	1/23/2001
1006692	112714	NOTEBOOK DELL LATITUDE PIII #45539631 /	BST4C01	1/31/2001
1006718	104597	HANDHELD METAL DETECTOR WAND	#	2/22/2001
1006719	104598	HANDHELD METAL DETECTOR WAND	#	2/22/2001
1006720	104599	HANDHELD METAL DETECTOR WAND	#	2/22/2001
1006790	102002	RADIO MOTOROLA HT1000	402TAW7396Z	2/26/2001
1006791	102014	RADIO MOTOROLA HT1000	402TAW7420Z	2/26/2001
1006792	102015	RADIO MOTOROLA HT1000	402TAW7431Z	2/26/2001
1006856	105575	SMART UPS 1000 EXTENDED RUN SU1000XLNET	#	5/3/2001
1006872	102317	MODEM VEHICULAR RADIO 650 35 WATT #F3454	508SBL0028	5/22/2001
1006897	103636	"SNAPPER LAWNMOWER 6 HP 21"	11520061	5/30/2001
1006899	101154	PRINTER LEXMARK OPTRA T 612N - 16 MB NETWORK	11BNAW7	6/4/2001
1006910	104853	CAMERA W/LENS #PELCO CC1400HZ16-2	104KU0018	6/7/2001
1006914	102051	COMMERCIAL CARPET EXTRACTOR MODEL 1400	353551	6/13/2001
1000731	#	IPT_10/100_ETHERNET_CARD_	#	6/21/2001
1006928	103632	ECHO TRIMMER 31CC SS	564387	6/22/2001
1006975	102195	RADIO MOTOROLA M99DX 171W ASTRO	412ACQ1228	8/2/2001
1006976	102196	RADIO MOTOROLA M99DX 171W ASTRO	412ACQ1225	8/2/2001
1006977	102197	RADIO MOTOROLA M99DX 171W ASTRO	412ACQ1229	8/2/2001
1006978	102198	RADIO MOTOROLA M99DX 171W ASTRO	412ACQ1230	8/2/2001
1006979	102199	RADIO MOTOROLA M99DX 171W ASTRO	412ACQ1226	8/2/2001
1006980	102200	RADIO MOTOROLA M99DX 171W ASTRO	412ACQ1227	8/2/2001
1006990	102087	GE S-550 CONTROL SYSTEM	5614125	8/23/2001
1006993	102088	GE S-550 CONTROL SYSTEM	5612032	8/23/2001
1006994	102093	GE S-550 CONTROL SYSTEM	5605956	8/23/2001
1006995	102101	GE S-550 CONTROL SYSTEM	5614119	8/23/2001
1006996	#	GE S-550 CONTROL SYSTEM	NEED	8/23/2001
1006997	#	GE S-550 CONTROL SYSTEM	NEED	8/23/2001
1006998	#	GE S-550 CONTROL SYSTEM	NEED	8/23/2001
1006999	#	GE S-550 CONTROL SYSTEM	NEED	8/23/2001
1006991	#	RADIO RANGER 110 WATT VHF MOBILE W/ACCESS.	NEED	8/23/2001
1006992	#	RADIO RANGER 110 WATT VHF MOBILE W/ACCESS.	NEED	8/23/2001
1007162	104834	SCRUBBER AIR MAC 2000	#	10/30/2001
1007210	105024	LAMINATOR DOCUSEAL 95 QRT1700710	NGG3903	12/3/2001
1007223	56204	TRIPOD HEAD ITE	NONE	12/10/2001
1007242	102134	MPH PYTHON KA FS DUAL ANTENNA RADAR UNIT	PYT549001413	12/28/2001
1007253	102153	HANDHELD MOVING TRAFFIC RADARS	ASD608000049	1/8/2002
1007252	102155	HANDHELD MOVING TRAFFIC RADARS	ASD608000047	1/8/2002



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1007250	102172	HANDHELD MOVING TRAFFIC RADARS	ASD608000058	1/8/2002
1007267	104850	16 DOOR GUN LOCKER	#	1/9/2002
1007268	104851	4 DOOR GUN LOCKER	#	1/9/2002
1007285	105565	CAMERA 35MM NIKON FM3A	230089	1/23/2002
1007286	105566	CAMERA 35MM NIKON FM3A	235583	1/23/2002
1007293	104778	PATROL CAR VIDEO SYSTEMS	VGH002672	1/25/2002
1007295	104782	PATROL CAR VIDEO SYSTEMS	VGH002657	1/25/2002
1007297	104785	PATROL CAR VIDEO SYSTEMS	VGH002660	1/25/2002
1007300	105018	PATROL CAR VIDEO SYSTEMS	VGH002771	1/25/2002
1007308	104826	PATROL CAR VIDEO SYSTEMS	VGH002697	1/31/2002
1007312	105272	MODEM VEHICULAR RADIO 650 35 WATT #F3454	5085CA0601	1/31/2002
1007309	105587	PATROL CAR VIDEO SYSTEMS	VGH002892	1/31/2002
1007338	105682	HOT PLATE DUAL BURNER ELECTRIC 120V	0AZ3256	2/19/2002
1007339	105888	MICROWAVE OVEN SUNBEAM	18203	2/25/2002
1007362	113319	PC PIII 1000/133 GX150 (QUOTE #75531035)	G98J811	3/19/2002
1007388	106619	ACCIDENT SCENE CAMERA POLAROID 600 BUSINESS EDITI	BBP17SKYCJDD	3/26/2002
1007390	102185	SENTRIE OMNI HAND-HELD METAL DETECTORS	11016	3/27/2002
1007392	102187	SENTRIE OMNI HAND-HELD METAL DETECTORS	11049	3/27/2002
1007395	106278	SELF CONTAINED VCR/COLOR CAMEERA SURVEILLANC	54210336202	3/28/2002
1007460	102207	CHARGER ADVANCE TEC	178667	5/28/2002
1007464	102208	CHARGER ADVANCETEC AT200	176487	6/3/2002
1007465	102209	CHARGER ADVANCETEC AT200	176491	6/3/2002
1007554	102158	SENTRIE HANDHELD METAL DETECTOR	255	7/29/2002
1007555	102159	SENTRIE HANDHELD METAL DETECTOR	2545	7/29/2002
1007556	102160	SENTRIE HANDHELD METAL DETECTOR	2510	7/29/2002
1007557	102161	SENTRIE HANDHELD METAL DETECTOR	2543	7/29/2002
1007558	102162	SENTRIE HANDHELD METAL DETECTOR	256	7/29/2002
1007628	106789	RADIO PORTABLE XTS2500 MOTOROLA	205CCQ0129	7/31/2002
1007646	101216	CAMERA SONY DIGITAL MAVICA #MVC-FD200	388330	8/9/2002
1007671	102690	DESKJET 990 CXI 17 PPM DRAFT BLACK 1.3 PPM BEST	MY22S1C1TG	8/27/2002
1007732	106752	MOTOROLA XTS2500 MOD-I DIG 48MODE	205CCQ0052	9/6/2002
1007753	106798	MOTOROLA XTS2500 MOD-II DIG 160MODE	205CCQ0118	9/6/2002
1007711	108958	PORTABLE PA SYSTEM-RECHARGEABLE 22 WATT ANCHOR	120136	9/6/2002
1007715	108962	PORTABLE PA SYSTEM-RECHARGEABLE 22 WATT ANCHOR	120152	9/6/2002
1007768	102726	LEXMARK Z65 COLOR JET PRINTER	410482622	9/18/2002
1007821	#	DESKTOP PORT REPLICATOR PANASONIC	NEED	9/30/2002
1007846	105829	MICRO SUPER LOW LIGHT CAMERAS	C052006	10/1/2002
1036847	108990	SPEADSTREAM MODEM	E12531006	10/2/2002
1036846	108989	GATEWAY SOLO 5300	BQA01361132	10/3/2002
1007981	120704	CM9760-CC1 CPU CONTROLLER PELCO	2285282522	10/31/2002
1008114	113849	COMPUTER GX260 DEKSTOP	GCG9521	12/11/2002
1008444	110225	RADIO PORTABLE XTS2500II MOTOROLA	205CDA1012	12/12/2002
1008296	110767	RADIO PORTABLE XTS2500II MOTOROLA	205CDA1299	12/12/2002
1008834	110799	RADIO CONTROL STATION MOTOROLA SPECTRA 255M 35W	494CCY1060	12/26/2002
1008892	106853	METAL DETECTOR GARRET SUPER WAND	32106442	1/23/2003
1008893	106854	METAL DETECTOR GARRET SUPER WAND	32106441	1/23/2003
1008919	123907	NOTEBOOK LATITUDE C610 MOBILE W/INTERNAL NIC	G2J9041	1/31/2003
1009038	120161	DELL OPIPLEX GX260D	DGXWQ21	3/25/2003
1009039	120163	DELL OPIPLEX GX260D	6GXWQ21	3/25/2003
1001036	87404	DELL POWEREDGE 2600	D14NM21	3/31/2003
1009091	120295	THUNDER BOLT STORM DETECTOR	300A02200126	5/12/2003
1009137	120688	FAX MACHINE HP1230 #444-907	CN33TB20BK	6/16/2003
1009138	132460	COMPUTER GX260T DESKTOP	B1HHX21	6/16/2003
1009172	132561	NOTEBOOK LATITUDE C640 MOBILE W/INTERNAL NIC	3263531	7/27/2003
1009171	132562	NOTEBOOK LATITUDE C640 MOBILE W/INTERNAL NIC	CJ53531	7/27/2003
1009181	120767	CISCO WS-C3550 48-SMI MULTI LAYER SWITCH	CAT0726X28C	7/31/2003
1009437	120075	AED W/ECCG DISPLAY M3860AW/CARRY CASE & 1 BATTERY	903100604	9/5/2003
1009459	120096	AED W/ECCG DISPLAY M3860AW/CARRY CASE & 1 BATTERY	903100696	9/5/2003
1009976	120332	FAX MACHINE HP 1230 COLOR Q1685A	CN37VB11WS	10/27/2003
1010000	120955	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	777MP31	10/29/2003
1010025	120108	VIDEO SYSTEM MOBILE POLICE MV7	103543	11/7/2003



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1010031	120119	VIDEO SYSTEM MOBILE POLICE MV7	103554	11/7/2003
1010098	124542	DIGITAL CAMERA -	D031000293	11/25/2003
1010148	121400	GPS SYSTEMS SPORTRAK PRO TOPO PACKAGE	#	12/9/2003
1010182	120377	CAMERA HP PHOTOSMART 735X1	CN3BB011GZ	1/6/2004
1010183	120378	CAMERA HP PHOTOSMART 735X1	CN3BB011PR	1/6/2004
1010185	120380	CAMERA HP PHOTOSMART 735X1	CN3BB011Q2	1/6/2004
1010186	120382	CAMERA HP PHOTOSMART 735X1	CN3BB011HG	1/6/2004
1010175	120394	CAMERA HP PHOTOSMART 735X1	CN3BB011T6	1/6/2004
1010177	120396	CAMERA HP PHOTOSMART 735X1	CN3BB011T0	1/6/2004
1010179	120399	CAMERA HP PHOTOSMART 735X1	CN3BB011GW	1/6/2004
1010181	120402	CAMERA HP PHOTOSMART 735X1	CN3BB011Q0	1/6/2004
1010172	120426	CAMERA HP PHOTOSMART 735X1	CN3BB011ST	1/6/2004
1010173	120428	CAMERA HP PHOTOSMART 735X1	CN3BB011SQ	1/6/2004
1010195	132954	COMPUTER GX270T DESKTOP	58KK341	1/11/2004
1010269	121885	SYMBOL LS1902 BARCODE SCANNER KEYBOARD WEDGE KIT	SA0019C141	2/16/2004
1010281	121995	SYMBOL LS1902 BARCODE SCANNER KEYBOARD WEDGE KIT	SA0020295G	2/16/2004
1010291	121998	SYMBOL LS1902 BARCODE SCANNER KEYBOARD WEDGE KIT	SA00174874	2/16/2004
1000702	104154	6239 2 GIGABIT FIBRE CH PCI-X ADAPTER	#	3/8/2004
1010350	122382	7014-T00 IBM RS/6000 RACK MODEL T00	#	3/8/2004
1001168	122382	7014-T00 IBM RS/6000 RACK MODEL T00	#	3/8/2004
1010356	120387	GARRETT SUPER WAND	33111540	3/10/2004
1010357	120388	GARRETT SUPER WAND	33111530	3/10/2004
1010360	120415	GARRETT SUPER WAND	33111390	3/10/2004
1010354	120417	GARRETT SUPER WAND	33111518	3/10/2004
1010831	111544	RADIO PORTABLE XTS2500 MOD-II DIG 160MODE	205CEC1579	3/22/2004
1010752	111564	RADIO PORTABLE XTS2500 MOD-II DIG 160MODE	205CEC1727	3/22/2004
1010887	111900	RADIO PORTABLE XTS2500 MOD-II DIG 160MODE	205CEC1556	3/22/2004
1010922	120580	IMPACT WRENCH DAYTON Y2	F21806	3/23/2004
1010960	100817	I70 COLOR BUBBLE JET PRINTER CANON	XAEM20429	4/9/2004
1010974	100838	I70 COLOR BUBBLE JET PRINTER CANON	XAEM20487	4/9/2004
1010983	121606	EDGER MCCLANE	561741	4/12/2004
1010985	123161	STANDARD COMPLETE UR NEXT TICKET SYSTEM	41004	4/19/2004
1011094	121872	"RCA E13320 TV 13"" COLOR WITH AV INPUTS	E134DA0QF	6/4/2004
1011547	123020	KVM 8PT BELKIN MATRIX2 (W/CABLE KITS) #387462	KW3030753253	6/30/2004
1011573	121784	VRM 850 MODEM MOTOROLA ITEM NO. F4454 AS PER	508SEJ0628	7/2/2004
1011574	121795	VRM 850 MODEM MOTOROLA ITEM NO. F4454 AS PER	508SEJ0639	7/2/2004
1011615	111942	RADIO PORTABLE XTS2500 MOD-II DIG 160MODE MOTOROL	205CEN1103	7/12/2004
1011657	123349	ECHO TRIMMER #SRM260S 26CC	5024551	7/21/2004
1011659	123352	ECHO TRIMMER #SRM260S 26CC	5024496	7/21/2004
1011660	133143	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	HTHKB51	7/21/2004
1011673	133156	COMPUTER GX270T DESKTOP	2NPF051	7/28/2004
1011715	120405	POWER WASHER INTEK	10143451	8/10/2004
1011765	120351	POWER DRILL DEWALT 18VOLT	786086	8/23/2004
1011770	121675	RADIO MOBILE ASTROSPECTRA MOTOROLA	526CEG0600	8/24/2004
1011838	100842	PANSONIC PORT REPLICATOR ITEM#CF-VEB272AW	4HKSC29646	9/3/2004
1011839	100843	PANSONIC PORT REPLICATOR ITEM#CF-VEB272AW	4HKSC29848	9/3/2004
1012125	124352	CANON POWER SHOT A60 DIGITAL CAMERA	8322318948	10/4/2004
1012179	124822	VACUUM CLEANER COMMERCIAL UPRIGHT HOOVER	60400049755	10/18/2004
1012286	124793	AUDIO/VIDEO SYSTEM MOBILE VISION	110197	11/30/2004
1012302	127441	MARINE INVERTER PROWATT 1000W	#	12/7/2004
1012413	124608	PANASONIC DMR-E 75VS PROGRESSIVE SCAN DVD RECORDER	LN4JB008532	1/6/2005
1012417	123725	"JVC-TKC-DSP 1/3"" COLOR CAMERA'S	15930620	1/11/2005
1012418	123726	"JVC-TKC-DSP 1/3"" COLOR CAMERA'S	15930627	1/11/2005
1012564	124698	CANON POWERSHOT A85 DIGITAL CAMERA	8622026490	2/22/2005
1012568	125107	NIKON D70 DIGITAL CAMERA BODY 6.1 MEGAPIXIL SLR	3292328	2/23/2005
1012632	123808	CANON ZR-100 MINI DV CAMCORDER #0059B001	362022084635	3/14/2005
1012656	127675	DIGITAL CAMERA CANON POWER SHOT S60	8923100051	3/14/2005
1012852	123795	SPY STIK #SS-1840	#	4/20/2005
1012989	126359	PRINTER- DATACARD SP55 COLOR CARD	H32760	5/24/2005
1012988	126360	CAMERA-DATACARD TRU PHOTODIGITAL VIDEO CAMERA PKG	8723322409	5/24/2005
1013023	133531	NOTEBOOK LATITUDE D610 MOBILE WXP	2B48L71	5/31/2005



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1013423	127428	POWER WASHER KARCHER	19029	7/25/2005
1013532	126375	"19"" TV TOSHIBA	BC301009613A	8/16/2005
1013644	127364	LINKSYS ETHERFAST 10/100 5 PORT HUB	RA1304B004343	9/2/2005
1013924	126386	"19"" TELEVISION TOSHIBA	BC301046427	10/11/2005
1014232	126429	RADAR 9 STALKER DSR 2X DUAL ANTENNA RADAR	3684	12/29/2005
1014287	126119	PRINTER HP DESKJET 6122	MY4A72B1QD	1/30/2006
1014339	126440	PANASONIC TV/DVD/VCR COMBO MFR #PANPV-D2735	J5AA41653	2/8/2006
1014612	127930	CLOTHING STEAM PRESS STEAMFAST	B3660307269	4/7/2006
1014835	152092	PANASONIC PORTABLE DVD PLAYER WITH ROTATING SCREEN	J0501010550012925	5/17/2006
1014973	127966	PANT STEAM PRESS SF-690 ORION	B3690223353	6/20/2006
1015500	152153	ANALOG DISPLAY SOUND LEVEL METER RADIOSHACK	#	8/22/2006
1015508	152160	ANALOG DISPLAY SOUND LEVEL METER RADIOSHACK	#	8/22/2006
1015512	152165	ANALOG DISPLAY SOUND LEVEL METER RADIOSHACK	#	8/22/2006
1002065	127475	IBM EXP 400 STORAGE EXPANSION CABINET	#	9/13/2006
1015893	152386	CORDLESS DRILL DEWALT	889150	10/23/2006
1001757	128239	PRINTER XEROX DP90 DOCUPRINT 90 LASER	MTG020745	1/24/2007
1001758	128240	PSCNTRL CONTROLLER FOR DP90PRT1 WITH MVP ONLINE	FT62110012	1/24/2007
1017533	157543	PRINTER/CANON/SELPHY/CP-720/4X6	3165302581	5/14/2007
1018300	#	GPS/SNITCH-IT BLACKLINE	1001004006	7/31/2007
1018301	#	GPS/SNITCH-IT BLACKLINE	1001004011	7/31/2007
1018299	#	GPS/SNITCH-IT BLACKLINE	1001004037	7/31/2007
1018302	#	GPS/SNITCH-IT BLACKLINE	1001004051	7/31/2007
1018298	#	GPS/SNITCH-IT BLACKLINE	1001004052	7/31/2007
1018303	#	GPS/SNITCH-IT BLACKLINE	1001004116	7/31/2007
1018304	#	GPS/SNITCH-IT BLACKLINE	1001004122	7/31/2007
1018305	#	GPS/SNITCH-IT BLACKLINE	1001004134	7/31/2007



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 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.

The items designated for auction are all low value assets in the inventory system. Most of the items included in the auction were left over or are non-functioning equipment and parts from our recent vehicle auction.

Inventory and auction lot list is attached.

LOT#	TAG#	SAP ASSET #	DESCRIP.	SERIAL #	LOC
#1	N/A	N/A	(12) MISC LIGHT BARS	N/A	ADDONLAUC
#2	N/A	N/A	(14) MISC LIGHT BARS	N/A	ADDONLAUC
#3	N/A	N/A	(18) MISC LIGHT STICKS	N/A	ADDONLAUC
#4	N/A	N/A	(5) PLASTIC TRUCK BOXES	N/A	ADDONLAUC
#5	N/A	N/A	(5) PLASTIC TRUCK BOXES	N/A	ADDONLAUC
#6	N/A	N/A	(6) PALLETS SEAT INSERTS FOR CROWN VICS	N/A	ADDONLAUC
#7	106006	1009980	MOBILE-VISION CAR VIDEO BASIC SYSTEM	0104004V	ADDONLAUC
#7	111174	1009307	RADIO MOBILE ASTROSPECTRAW 4 DIG	526COL0868	ADDONLAUC
#7	111683	1010443	RADIO MOBILE BASIC DIGITAL 2500 II	526CEC1669	ADDONLAUC
#7	111773	1010529	RADIO MOBILE BASIC DIGITAL 2500 II	526CEC1625	ADDONLAUC
#7	111852	1010601	RADIO MOBILE BASIC DIGITAL 2500 II	526CEC1486	ADDONLAUC
#7	111120	1009341	RADIO MOBILE ASTROSPECTRAW 4 DIG	526CDJ1402	ADDONLAUC
#7	111320	1009941	RADIO MOBILE ASTROSPECTRAW 4 DIG	526CDS1174	ADDONLAUC
#7	111679	1010439	RADIO MOBILE BASIC DIGITAL 2500 II	526CEC1671	ADDONLAUC
#7	111719	1010477	RADIO MOBILE BASIC DIGITAL 2500 II	526CEC1501	ADDONLAUC
#7	111779	1010534	RADIO MOBILE BASIC DIGITAL 2500 II	526CEC1635	ADDONLAUC
#8	N/A	N/A	(1) PALLET MISC CAGE DIVIDERS	N/A	ADDONLAUC
#9	N/A	N/A	(2) SERVING CARTS	N/A	ADDONLAUC



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By/Phone Number: Lori Clyde/854-4205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 12 to Contract No. 4400000915 (H.T.E. Contract No. PS990080TS), Cap Systems, Inc., for a Case Management and Benefits Administration (CABA) System.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- ITS is responsible for the management and system administration of the Case Management and Benefits Administration (CABA) database for HHS and is committed to delivering in-line technology solutions providing users with increased efficiency, thereby serving more Travis County residents in need.

ITS requests approval of the purchase of an upgrade to the existing CABA application to a .NET framework and a SQL database. This modification will:

1) Improve Ease of Use for Users: The .NET framework simplifies the screens users access for data entry and retrieval by utilizing tabbed functionality. With the addition of Service Plans in this version, more programs within HHS will be able to utilize the full functionality of the application.

2) Improve Reporting Capabilities: Currently, ITS creates a copy of the production CABA database and converts into SQL for use in reporting. This effort requires continuous maintenance and effort. By purchasing the upgrade to a SQL database with the .NET version, a significant reduction of time and effort, along with increased data integrity, will be achieved.

3) Integration: The .NET framework of the upgrade will allow multiple applications to integrate with the CABA system utilizing such tools as Web Services. Included, but not limited to, SEAR (Service Eligibility and Request) which collect application information via the Internet, and SAP to provide payment information for clients.

The cost of this modification is \$50,000.00 and will not affect the annual maintenance fees.

Modification No. 11 approved in Commissioners Court April 17, 2012, was for software enhancements.

Modification No. 10 approved in Commissioners Court January 31, 2012, was for software enhancements related to BEFIT.

Modification No. 9 approved in Commissioners Court May 3, 2011, was for software enhancements.

Modification No. 8 approved in Commissioners Court March 16, 2010, was for upgrading AcuODBC software and user licenses and additional on-site consulting and training to expedite the CABA version 2 upgrade and Air Check system upgrade.

Modification No. 7 approved in Commissioners Court May 13, 2008, was for software enhancements to better accommodate the Air Check Program.

Modification No. 6 approved by the Purchasing Agent September 26, 2006, was for software enhancements.

Modification No. 5 approved in Commissioners Court March 2, 2004, was for the migration of the Emergency Assistance module to a Windows and Intel-based platform.

Modification No. 4 approved in Commissioners Court September 24, 2002, was for enhancements to the Emergency Assistance Module.

Modification No. 3 approved in Commissioners Court August 21, 2001, was for enhancements to the Emergency Assistance Module.

Modification No. 2 approved in Commissioners Court May 29, 2001, was to modify the contract language to allow for the partial payment for software maintenance after warranty expired. It also allowed for prorated payments to be made for the other modules when they are received.

Modification No. 1 approved in Commissioners Court September 28, 1999, was for updating the training & testing schedules associated with the implementation of the CABA system and to change the language regarding the 3rd party vendor for the ODBC database software.

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

➤ **Contract Modification Information:**

Modification Amount: \$50,000.00

Modification Type: Upgrade

Modification Period: Beginning July 23, 2013

➤ **Funding Information:**

Funds Reservation Number: 300000645

Funding Account(s):

Comments:



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

Tanya Acevedo, Interim Chief Information Officer

700 Lavaca · Suite 501A · Austin, TX 78701 · (512) 854-9666 · Fax (512) 854-4401

DATE: July 16, 2013
TO: Cyd V. Grimes, C.P.M. – Travis County Purchasing Agent
FROM: Tanya Acevedo, Interim Chief Information Officer *TJA*
SUBJ: Recommendation for Approval of Application Upgrade to .NET – CABA

Proposed Motion:

To approve the purchase of an upgrade to the existing and outdated CABA application to the current technology platform utilizing a .NET framework and an SQL database.

Summary & Staff Recommendation:

ITS is responsible for the management and system administration of the Case Management and Benefits Administration (CABA) database for Health & Human Services & Veterans Service (HHS&VS). In addition, ITS is committed to delivering in-line technology solutions providing users with increased efficiency, thereby serving more Travis County residents in need. The purchase of the upgrade will simplify data entry, improve reporting, and enable integration with multiple applications.

Issues and Opportunities:

- 1) Improve Ease of Use for Users: The .NET framework simplifies the screens users access for data entry and retrieval by utilizing tabbed functionality. With the addition of Service Plans in this version, more programs within HHS&VS will be able to utilize the full functionality of the application.
- 2) Improve Reporting Capabilities: Currently, ITS creates a copy of the production CABA database and converts into SQL for use in reporting. This effort requires continuous maintenance and effort. By purchasing the upgrade to a SQL database with the .NET version, a significant reduction of time and effort, along with increased data integrity, will be achieved.
- 3) Integration: The .NET framework of the upgrade will allow multiple applications to integrate with the CABA system utilizing such tools as Web Services. Included, but not limited to, SEAR (Service Eligibility and Request) which collect application information via the Internet, and SAP to provide payment information for clients.

Background:

The Case Management and Benefits Administration (CABA) system utilizes a software application call Community Action Program Total Automated Information Network (CAPTAIN). The CAPTAIN integrated system approach is built upon the concept of a single Client Data Base for all individual clients and family members served to which all departments of the agency have access.

CABA was implemented September, 2000. Multiple upgrades/modifications have followed since then. The most recent being completion of the Version 2.0 upgrade in 2010 and enhancements to the Income Details screen in 2012.

Budgetary and Fiscal Impact:

The proposed total impact of the purchase is \$50,000 and is pre-encumbered with funds reservation number 300000645.

We anticipate spending the remaining funds in the budget, allocated for training and integration enhancements, by the end of the fiscal year.

The vendor has submitted the following:

System Administration	No Charge
Case Management	No Charge
Emergency Services	\$50,000.00
Data Conversion	No Charge

The draft proposal is attached.

Required Authorizations:

Purchasing: Lori Clyde, Purchasing Department

CC: Sherri Fleming, HHS&VS; Jim Lehrman, HHS&VS; Leslie Browder, PBO; Molly Hodges, ITS; Randy Lott, ITS

MODIFICATION OF CONTRACT NUMBER: 4400000915 (PS990080TS) – Case Management and Benefits

Created on 07-18-13 @ 3:59pm

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: July 16, 2013
ISSUED TO: CAP Systems, Inc. 16 Market St Suite 204 Ipswich Ma. 01938 Attn: Brian Cayer	MODIFICATION NO.: 12	EXECUTED DATE OF ORIGINAL CONTRACT: March 2, 1999
ORIGINAL CONTRACT TERM DATES: <u>August 27, 2002 – August 26, 2003</u>		CURRENT CONTRACT TERM DATES: <u>February 1, 2012 – January 31, 2013</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 334,204.00 Current Modified Amount \$ 710,779.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above-numbered contract is modified in accordance with the attached Proposal to implement the .NET Sequel Server upgrade of the CAPTAIN Enterprise Case Management and Emergency Services system in the amount of \$50,000.00.

This modification does not affect the annual maintenance cost.

Note to Vendor:
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, CPPO, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



Created on 07-18-13 @ 3:59pm

CAP Systems, Inc.

16 Market Street, Suite 204, Ipswich, MA 01938 · Phone (781) 341-5440 · Fax (781) 341-5441

March 17, 2013

Molly Hodges
Travis County ITS
700 Lavaca, Suite 510
Austin, TX 78701
512.854.3219

Dear Molly;

Enclosed please find my proposal to implement .NET Sequel Server upgrade of our CAPTAIN Enterprise Case Management and Emergency Services System, the solution to meet all the requirements for Central Client Data Management at your organization.

Our proven system, born from long –term client relationships and CAPS team members with insider knowledge, through decades of experience within Human Service agencies, CAPTAIN will provide your agency with a solution that will meet your current and future needs with robust functionality. Our team leaders and staff understand the barriers and challenges you face in managing data and reporting responsibilities. We offer a robust solution on the company principles of personal service, customization and outstanding results at an affordable price.

Our base system can be customized with minimal software modifications to support every programs individual nuances and requirements.

On behalf of the board of directors and staff at CAP Systems, I appreciate your time and attention to review my proposal and I look forward to working with you in achieving the expected project timeline of a fully operational system.

Sincerely,

Brian Cayer, President

Company Background

CAP Systems was incorporated in 1989 as a second generation company of Processing Management, Inc. (incorporated in 1974). PMI began working with Human Service agencies in the early 1970s in the area of fiscal management systems. From that beginning, we developed packaged solutions to support the complex issues of multi-funded agency Fund Accounting.

Following that we were involved with the first Low Income Energy Assistance (LIHEAP) programs in the late 1970s in response to the energy crisis that caused an emergency situation with elderly and low income people. We then moved on into Head Start, Weatherization, Emergency Services, Client Tracking, and finally a single integrated CSBG Case Management Information System that is the base for all other client based systems.

The present system foundation comes from the predecessor systems developed beginning in 1978 which has evolved into the completely integrated Case Management Enterprise System that we offer today.

All staff members have a minimum of 10 years' experience developing information systems for human and social service agencies, with the management leaders and specialists having over 25 years' experience. For more than a decade, we maintained an office in a large Federal Region I Community Action Program where we developed and enhanced many of our present systems from within the agency and its programs. Our experience is real and it is hands on.

Over the course of our history, we have migrated from one technology platform to another as technology has changed over the years. We began on IBM main frames, migrated to mid-range DEC servers, and finally to the Windows platform. Today we offer a Web based Windows Thin Client suite of products that uses the latest technology available and is committed to remaining current as technology changes as we are moving now to a .NET/SQL framework.

Our customer base ranges from individual agencies, city and county human service departments, and several state-wide solutions funded by the US Department of Health and Human Services through the Community Services Block Grant. CAP Systems offers a combination of the highest levels of technological skills combined with many years of first-hand experience in the workings of human service agencies.

We are involved in every aspect of agency management from financial management related to grants and contracts to the details of program regulations for such complex programs as LIHEAP, Weatherization, and Head Start.

Pricing:

System Administration	No Charge
Case Management	No Charge
Emergency Services	\$50,000.00

Screens

- Adjustment
- Budget Maintenance
- Client Intake
- Client Additional Info
- Select Invoices to Pay
- Service Posting
- Password Change

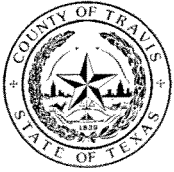
Reports

- Activity Report
- Ad Hoc
- Assistance by Service/Fund
- Budget Report
- CEAP, CARE Report (can remove ENTERP)
- Departmental Approval Rejection
- Follow Up
- Incomplete Applications
- Invoice Approval List
- No Invoice
- Paid Invoices
- Pending Cases
- Pre-sets
- Sweep Resources
- Referrals to Housing Services
- Report Preview/Maintenance
- Return File from Auditor
- Service/Budget Update
- Weatherization
- Zip Code
- Load Vendor File (move to system admin?)
- Voter Database Generation (move to system admin?)

Data Conversion	No Charge
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Sincerely,

Brian Cayer
President
CAP Systems Inc.



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By/Phone Number: Daniel Wilson, 854-4706

Elected/Appointed Official/Dept. Head: Nicki Riley, 854-9125

Commissioners Court Sponsor: County Judge Sam Biscoe

AGENDA LANGUAGE:

RECEIVE AN UPDATE ON THE THIRD REVENUE ESTIMATE FOR THE FISCAL YEAR 2014 BUDGET PROCESS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attachments are included.

STAFF RECOMMENDATIONS: This is an update, and no Court action is requested.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Daniel Wilson, Chief Assistant
Travis County Auditor's Office, 854-4706

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

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



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

To: Commissioners Court

From:  Nicki Riley
County Auditor

Subject: Third Revenue Estimate for Fiscal Year 2014

Date: July 16, 2013

Attached is the Third Revenue Estimate for the Fiscal Year 2014 budget process. This estimate includes revenue by category and expenditures in total for the General Fund and each of the Special Funds. A summary of available resources by fund has also been provided. As in past years, some contracts have not been included in the Third Revenue Estimate because we have not had verification that they will continue next year. A portion of these will be included in later revenue estimates when documentation has been received. Others may be certified during the year. The revenue impact of Legislative actions not requiring Commissioners Court approval has been incorporated in the Third Revenue Estimate. Those bills requiring Commissioners Court approval will be incorporated in future revenue estimates, if so approved.

General Fund

The estimate of General Fund available resources for Fiscal Year 2014 is \$607.9M. This consists of \$496.8M in on-going resources and \$111.1M in one-time funding, of which \$14.8M is related to a Generally Accepted Accounting Principles (GAAP) accounting rule change for compensated absences.

The collection rate utilized in the Third Revenue Estimate is 98%. This slightly conservative collection rate is consistent with the rate used in last year's estimate. General Fund revenue is projected to grow by \$15.7M in Fiscal Year 2014. Please note, that while dramatic changes are not expected, Travis Central Appraisal District's certified tax roll will not be available until the Fourth Revenue Estimate.

The following chart compares our Fiscal Year 2013 Forecast and Fiscal Year 2014 Estimate for each General Fund revenue category :

Revenue Category	FY13 Forecast	FY14 Estimate	Difference	Ref.
Taxes	\$ 410,875,708	\$ 430,585,254	\$ 19,709,546	a
Intergovernment Income	9,708,555	9,912,830	204,275	b
Charges for Services	55,391,191	54,442,498	(948,693)	
Fines and Forfeitures	1,941,111	706,650	(1,234,461)	c
Investment Income	(1,783,504)	(1,924,431)	(140,927)	
Miscellaneous Income	3,865,932	2,824,201	(1,041,731)	d
Other Financing Sources	1,087,917	201,415	(886,502)	e
Totals	\$ 481,086,910	\$ 496,748,417	\$ 15,661,507	

- a. Most of the increase is from new construction and a tax rate set at 3% over the effective rate. \$2.02B in new construction added \$8.5M in revenue. In addition, the Samsung rebate decreased by \$2.8M.
- b. New legislation reinstated the previously high percentage of Mixed Beverage Tax Revenue the State sends to counties. The estimated \$.9M benefit to Travis County is offset by \$.6M in grant proceeds that will be certified when received during Fiscal Year 2014.
- c. In Fiscal Year 2013, an environmental fine of over \$1M was received. We do not anticipate this unusual occurrence to repeat itself in Fiscal Year 2014.
- d. During Fiscal Year 2013, two \$.6M payments were received from Seton for EMS Star Flight because of timing. Contractually, only one \$.6M payment will be received in Fiscal Year 2014. We took a conservative view regarding revenue from sales of property, surplus equipment and recycling materials.
- e. Transfers from the Road and Bridge Fund to the General Fund are expected to decline by \$.8M. Road and Bridge no longer has the resources available to make transfers.

Other Funds

The Road & Bridge Fund is estimated to have total resources of \$15.8M, down from \$19.9M. Revenue is not keeping pace with expenditures. Section 152.123 of the Texas Tax code requires that each year a greater percentage of the monies retained for motor vehicle sales tax collection be shifted from the Road and Bridge Fund to the General Fund. In Fiscal Year 2013, the General Fund received 80% or \$6.0M and the Road and Bridge Fund received 20% or \$1.5M. Next year the split will be 90%/10%, followed by 100% going to the General Fund in Fiscal Year 2015.

Conclusion

This estimate should give you an adequate framework for your early budgetary discussions. As we refine these estimates, we will continue to work closely with PBO as they develop the budget. This two-way communication between our offices will also help ensure that the County's reserves and fund balances are budgeted at healthy levels.

cc: Leslie Browder, County Executive, Planning and Budget
Jessica Rio, Budget Director

**3rd Revenue Estimate
Summary of FY14 Funds Available**

SAP Fund	Fund Name	Estimated Available Funds for FY14
0001	General Fund	\$ 607,877,605
0002	700 Lavaca Complex	4,781,629
0003	TX Expo/Heritage Center	2,446,976
0100	Law Library	1,013,075
0104	Dispute Resolution	388,506
0105	Voter Registration	255,639
0106	Juvenile Fee	410,842
0107	Juvenile Justice Alternative Education Program (JJAEP)	878,921
0108	County and District Clerk Records Management & Preservation	2,275,510
0109	LCRA-TC Parks CIP	2,918,604
0110	Records Management & Preservation	300,445
0111	Courthouse Security	3,125,993
0113	Court Reporter Service	398,680
0114	Juvenile Deferred Prosecution	90,317
0115	Balcones Canyonland Preservation	17,243,352
0117	CSCD Equipment Acquisition	1,121
0118	LEOSE Comm. Court	3
0119	Juvenile Delinquency Prevention	662
0121	Unclaimed Property	599
0122	Professional Prosecutors	62,506
0123	Mary Quinlan Park	284,253
0124	Judiciary Fee-Probate	356,635
0125	Justice Court Technology	514,399
0126	Truancy Court	327,363
0127	District Clerk Records Management	304,957
0128	Elections Contract	1,146,750
0129	County Clerk Archival	2,132,451
0130	Family Protection	89,607
0131	Drug Court Program	203,938
0132	Probate Guardianship	302,274
0133	Vital Statistic Preservation	35,920
0134	Fire Code	579,863
0135	Child Abuse Prevention	12,512
0136	Justice Ct Building Security	381,472
0137	Juvenile Case Manager	1,205,364
0138	Health Food Permits	161,347
0139	District Court Records Technology	174,467
0140	County & District Courts Technology	89,196
0141	Court Records Preservation	315,205
0142	CAPCOG 9-1-1	4,739
0143	CSCD Local	123,106
0144	Unclaimed Juvenile Restitution	28,796
0145	Road and Bridge	15,748,816
0146	Gardner House Handicraft	3,353
0147	Lake Travis Economic Development Study	33
0148	TCCES*	-
0149	After School Youth Enrichment Services	298,469
0150	Motor Vehicle Interest*	-
8955	Self Insurance	13,971,581
8956	Employee Health Benefit	79,977,608
3001	Debt Service	90,672,574
3005	Debt Service -Taxable	5,171,183
	Total	\$ 859,089,216

*Information Pending

Third Revenue Estimate - General Fund Only

FY 2013 Forecast	
Beginning Fund Balance 10/1/12	\$124,695,676
Plus Forecasted Revenues:	
Taxes:	
Current Property Tax Levy, net of refunds & rebates	\$407,640,119
Other Taxes	\$3,235,589
Intergovernment Income	\$9,708,555
Charges for Services	55,391,191
Fines and Forfeitures	1,941,111
Investment Income:	
Interest	1,416,496
Net Change Fair Value	(3,200,000)
Miscellaneous Income	3,865,932
Other Financing Sources	1,087,917
Total Forecasted Revenues	481,086,910
Less Forecasted Expenditures (excludes FY12 encumbrance rollovers)	(\$509,452,934)
Plus one-time adj for compensated absences (to comply w/ GAAP)	14,799,536
Forecasted Ending Fund Balance 9/30/13	\$111,129,188

FY 2014 Estimate	
Estimated Beginning Fund Balance 10/1/13	\$111,129,188
Plus Estimated Revenues:	
Taxes:	
Current Property Tax Levy, net of refunds & rebates	\$428,008,551
Other Taxes	\$2,576,703
Intergovernment Income	\$9,912,830
Charges for Services	54,442,498
Fines and Forfeitures	706,650
Investment Income:	
Interest	1,275,569
Net Change Fair Value	(3,200,000)
Miscellaneous Income	2,824,201
Other Financing Sources	201,415
Total Estimated Revenues	496,748,417
Estimated Resources for FY 2014	\$607,877,605

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
700 Lavaca Complex	0002	Beginning Fund Balance	3,545,299	4,203,604
		Investment Income	19,198	17,278
		Miscellaneous Revenue	750,580	560,747
		Total Resources	4,315,077	4,781,629
		Forecasted Expenditures	(111,473)	0
		Ending Fund Balance	4,203,604	4,781,629
TX Expo/Heritage Center	0003	Beginning Balance	1,313,517	1,495,033
		Compensated Absences Adj	13,982	0
		Charges for Services	225,375	253,400
		Investment Income	8,248	7,423
		Miscellaneous Revenue	903,548	691,120
		Total Resources	2,464,670	2,446,976
		Forecasted Expenditures	(969,637)	0
		Ending Fund Balance	1,495,033	2,446,976
Law Library	0100	Beginning Balance	152,557	175,090
		Compensated Absences Adj	22,724	0
		Charges for Services	836,782	836,782
		Investment Income	1,337	1,203
		Total Resources	1,013,400	1,013,075
		Forecasted Expenditures	(838,310)	0
		Ending Fund Balance	175,090	1,013,075

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Dispute Resolution	0104	Beginning Balance	25,745	242
		Charges for Services	342,247	342,247
		Investment Income	341	306
		Miscellaneous Revenue	4,087	4,046
		Other Financing Sources	41,665	41,665
		Total Resources	414,085	388,506
		Forecasted Expenditures	(413,843)	0
		Ending Fund Balance	242	388,506
Voter Registration	0105	Beginning Balance	104,947	128,454
		Intergovernmental	127,185	127,185
		Investment Income	0	0
		Total Resources	232,132	255,639
		Forecasted Expenditures	(103,678)	0
		Ending Fund Balance	128,454	255,639
Juvenile Fee	0106	Beginning Balance	392,760	404,060
		Charges for Services	9,319	5,000
		Investment Income	1,981	1,782
		Total Resources	404,060	410,842
		Forecasted Expenditures	0	0
		Ending Fund Balance	404,060	410,842

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Juvenile Justice Alternative Education Program (JJAEP)	0107	Beginning Balance	1,147,920	616,351
		Compensated Absences Adj	9,232	0
		Intergovernmental	68,175	68,175
		Investment Income	5,647	5,082
		Other Financing Sources	189,313	189,313
		Total Resources	1,420,287	878,921
		Forecasted Expenditures	(803,936)	0
		Ending Fund Balance	616,351	878,921
County and District Clerk Records Management & Preservation	0108	Beginning Balance	810,373	1,047,231
		Compensated Absences Adj	14,038	0
		Charges for Services	1,209,382	1,221,600
		Investment Income	7,422	6,679
		Other Financing Sources	0	0
		Total Resources	2,041,215	2,275,510
		Forecasted Expenditures	(993,984)	0
		Ending Fund Balance	1,047,231	2,275,510
LCRA-TC Parks CIP	0109	Beginning Balance	2,820,877	2,743,240
		Charges for Services	162,752	162,215
		Investment Income	14,611	13,149
		Total Resources	2,998,240	2,918,604
		Forecasted Expenditures	(255,000)	0
		Ending Fund Balance	2,743,240	2,918,604

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Records Management & Preservation	0110	Beginning Balance	8,520	41,237
		Compensated Absences Adj	15,826	0
		Charges for Services	274,727	258,980
		Investment Income	254	228
		Total Resources	299,327	300,445
		Forecasted Expenditures	(258,090)	0
		Ending Fund Balance	41,237	300,445
Courthouse Security	0111	Beginning Balance	155,658	279,645
		Compensated Absences Adj	208,036	0
		Charges for Services	482,909	455,465
		Investment Income	10,799	9,719
		Other Financing Sources	2,526,548	2,381,164
		Total Resources	3,383,950	3,125,993
		Forecasted Expenditures	(3,104,305)	0
Ending Fund Balance	279,645	3,125,993		
Court Reporter Service	0113	Beginning Balance	49,080	57,493
		Compensated Absences Adj	18,234	0
		Charges for Services	350,091	340,820
		Investment Income	408	367
		Total Resources	417,813	398,680
		Forecasted Expenditures	(360,320)	0
Ending Fund Balance	57,493	398,680		

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Juvenile Deferred Prosecution	0114	Beginning Balance	83,002	86,680
		Charges for Services	3,269	3,269
		Investment Income	409	368
		Total Resources	86,680	90,317
		Forecasted Expenditures	0	0
		Ending Fund Balance	86,680	90,317
		Balcones Canyonland Preservation	0115	Beginning Balance
Compensated Absences Adj	24,342			0
Charges for Services	186,125			178,226
Investment Income	52,961			47,664
Miscellaneous Revenue	133,378			131,111
Other Financing Sources	10,927,333			11,690,447
Total Resources	14,251,323			17,243,352
Forecasted Expenditures	(9,055,419)			0
Ending Fund Balance	5,195,904			17,243,352
CSCD Equipment Acquisition	0117	Beginning Balance	1,122	1,121
		Investment Income	(1)	0
		Total Resources	1,121	1,121
		Forecasted Expenditures	0	0
		Ending Fund Balance	1,121	1,121

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
LEOSE Comm. Court	0118	Beginning Balance	3,800	3
		Investment Income	(5)	0
		Intergovernmental Income	0	0
		Total Resources	<u>3,795</u>	<u>3</u>
		Forecasted Expenditures	<u>(3,792)</u>	<u>0</u>
		Ending Fund Balance	3	3
Juvenile Delinquency Prevention	0119	Beginning Balance	601	662
		Charges for Services	61	0
		Investment Income	0	0
		Total Resources	<u>662</u>	<u>662</u>
		Forecasted Expenditures	<u>0</u>	<u>0</u>
		Ending Fund Balance	662	662
Unclaimed Property	0121	Beginning Balance	168	395
		Fines	0	0
		Investment Income	227	204
		Total Resources	<u>395</u>	<u>599</u>
		Forecasted Expenditures	<u>0</u>	<u>0</u>
		Ending Fund Balance	395	599

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Professional Prosecutors	0122	Beginning Balance	12	6
		Intergovernmental	0	0
		Investment Income	0	0
		Other Financing Sources	62,500	62,500
		Total Resources	62,512	62,506
		Forecasted Expenditures	(62,506)	0
		Ending Fund Balance	6	62,506
Mary Quinlan Park	0123	Beginning Balance	271,698	278,043
		Investment Income	1,345	1,210
		Miscellaneous Revenue	5,000	5,000
		Total Resources	278,043	284,253
		Forecasted Expenditures	0	0
		Ending Fund Balance	278,043	284,253
Judiciary Fee-Probate	0124	Beginning Balance	239,686	200,708
		Compensated Absences Adj	8,836	0
		Charges for Services	155,616	155,000
		Investment Income	1,030	927
		Total Resources	405,168	356,635
		Forecasted Expenditures	(204,460)	0
		Ending Fund Balance	200,708	356,635

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Justice Court Technology	0125	Beginning Balance	397,780	366,355
		Compensated Absences Adj	5,216	0
		Charges for Services	149,336	146,321
		Investment Income	1,915	1,723
		Total Resources	554,247	514,399
		Forecasted Expenditures	(187,892)	0
		Ending Fund Balance	366,355	514,399
Truancy Court	0126	Beginning Balance	46,730	83,844
		Compensated Absences Adj	9,168	0
		Charges for Services	97,412	97,412
		Investment Income	920	828
		Other Financing Sources	144,151	145,279
		Total Resources	298,381	327,363
		Forecasted Expenditures	(214,537)	0
Ending Fund Balance	83,844	327,363		
District Clerk Records Management	0127	Beginning Balance	204,605	225,877
		Compensated Absences Adj	206	0
		Charges for Services	81,079	78,010
		Investment Income	1,189	1,070
		Total Resources	287,079	304,957
		Forecasted Expenditures	(61,202)	0
Ending Fund Balance	225,877	304,957		

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Elections Contract	0128	Beginning Balance	297,803	174,970
		Compensated Absences Adj	18,842	0
		Charges for Services	801,886	969,000
		Investment Income	3,089	2,780
		Miscellaneous Revenue	0	0
		Total Resources	1,121,620	1,146,750
		Forecasted Expenditures	(946,650)	0
		Ending Fund Balance	174,970	1,146,750
County Clerk Archival	0129	Beginning Balance	641,990	991,957
		Compensated Absences Adj	12,654	0
		Charges for Services	1,187,070	1,136,925
		Investment Income	3,966	3,569
		Total Resources	1,845,680	2,132,451
		Forecasted Expenditures	(853,723)	0
		Ending Fund Balance	991,957	2,132,451
		Family Protection	0130	Beginning Balance
Charges for Services	52,595			52,595
Investment Income	232			208
Total Resources	92,128			89,607
Forecasted Expenditures	(55,324)			0
Ending Fund Balance	36,804			89,607

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Drug Court Program	0131	Beginning Balance	174,842	62,427
		Compensated Absences Adj	1,534	0
		Charges for Services	143,019	140,598
		Investment Income	1,015	913
		Total Resources	320,410	203,938
		Forecasted Expenditures	(257,983)	0
		Ending Fund Balance	62,427	203,938
Probate Guardianship	0132	Beginning Balance	203,843	216,242
		Charges for Services	90,224	85,000
		Investment Income	1,147	1,032
		Total Resources	295,214	302,274
		Forecasted Expenditures	(78,972)	0
		Ending Fund Balance	216,242	302,274
Vital Statistic Preservation	0133	Beginning Balance	35,006	35,548
		Charges for Services	353	202
		Investment Income	189	170
		Total Resources	35,548	35,920
		Forecasted Expenditures	0	0
		Ending Fund Balance	35,548	35,920

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Fire Code	0134	Beginning Balance	218,091	457,905
		Charges for Services	368,332	120,000
		Investment Income	2,176	1,958
		Total Resources	588,599	579,863
		Forecasted Expenditures	(130,694)	0
		Ending Fund Balance	457,905	579,863
Child Abuse Prevention	0135	Beginning Balance	7,093	10,320
		Charges for Services	3,237	2,192
		Investment Income	(10)	0
		Total Resources	10,320	12,512
		Forecasted Expenditures	0	0
		Ending Fund Balance	10,320	12,512
Justice Ct Building Security	0136	Beginning Balance	310,665	346,476
		Charges for Services	34,189	33,537
		Investment Income	1,622	1,459
		Total Resources	346,476	381,472
		Forecasted Expenditures	0	0
		Ending Fund Balance	346,476	381,472

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Juvenile Case Manager	0137	Beginning Balance	1,081,667	1,022,684
		Compensated Absences Adj	8,436	0
		Charges for Services	182,271	177,865
		Investment Income	5,351	4,815
		Total Resources	1,277,725	1,205,364
		Forecasted Expenditures	(255,041)	0
		Ending Fund Balance	1,022,684	1,205,364
Health Food Permits	0138	Beginning Balance	140,413	89,748
		Investment Income	945	850
		Charges for Services	83,390	70,749
		Total Resources	224,748	161,347
		Forecasted Expenditures	(135,000)	0
		Ending Fund Balance	89,748	161,347
District Court Records Technology	0139	Beginning Balance	82,481	113,696
		Compensated Absences Adj	244	0
		Charges for Services	63,407	60,290
		Investment Income	535	481
		Total Resources	146,667	174,467
		Forecasted Expenditures	(32,971)	0
		Ending Fund Balance	113,696	174,467

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
County & District Courts Technology	0140	Beginning Balance	49,038	70,773
		Charges for Services	21,424	18,144
		Investment Income	311	279
		Total Resources	<u>70,773</u>	<u>89,196</u>
		Forecasted Expenditures	<u>0</u>	<u>0</u>
		Ending Fund Balance	70,773	89,196
Court Records Preservation	0141	Beginning Balance	109,052	133,307
		Compensated Absences Adj	4,928	0
		Charges for Services	185,149	181,238
		Investment Income	734	660
		Total Resources	<u>299,863</u>	<u>315,205</u>
		Forecasted Expenditures	<u>(166,556)</u>	<u>0</u>
Ending Fund Balance	133,307	315,205		
CAPCOG 9-1-1	0142	Beginning Balance	20,914	4,739
		Intergovernmental	0	0
		Investment Income	(57)	0
		Total Resources	<u>20,857</u>	<u>4,739</u>
		Forecasted Expenditures	<u>(16,118)</u>	<u>0</u>
		Ending Fund Balance	4,739	4,739

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
CSCD Local	0143	Beginning Balance	104,810	123,106
		Compensated Absences Adj	18,296	0
		Fines	0	0
		Total Resources	123,106	123,106
		Forecasted Expenditures	0	0
		Ending Fund Balance	123,106	123,106
		Unclaimed Juvenile Restitution	0144	Beginning Balance
Fines	853			0
Investment Income	205			184
Total Resources	28,612			28,796
Forecasted Expenditures	0			0
Ending Fund Balance	28,612			28,796
Road and Bridge	0145			Beginning Balance
		Compensated Absences Adj	420,860	0
		Intergovernmental	72,396	64,219
		Charges for Services	11,039,438	9,784,177
		Fines	3,823,700	3,763,606
		Investment Income	28,127	25,314
		Miscellaneous Revenue	113,657	69,000
		Total Resources	19,860,843	15,748,816
		Forecasted Expenditures	(17,818,343)	0
		Ending Fund Balance	2,042,500	15,748,816

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Gardner House Handicraft	0146	Beginning Balance	3,357	3,353
		Investment Income	(4)	0
		Miscellaneous Revenue	0	0
		Total Resources	3,353	3,353
		Forecasted Expenditures	0	0
		Ending Fund Balance	3,353	3,353
Lake Travis Economic Development Study	0147	Beginning Balance	44	33
		Intergovernmental	0	0
		Investment Income	(11)	0
		Total Resources	33	33
		Forecasted Expenditures	0	0
		Ending Fund Balance	33	33
TCCES	0148	Beginning Balance	0	0
<i>* Information Pending</i>		Charge for Services	0	0
		Total Resources	0	0
		Forecasted Expenditures	0	0
		Ending Fund Balance	0	0

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Afterschool Youth Enrichment Services	0149	Beginning Balance	0	108,469
		Charge for Services	172,208	190,000
		Other Financing Sources	34,011	0
		Total Resources	206,219	298,469
		Forecasted Expenditures	(97,750)	0
		Ending Fund Balance	108,469	298,469
Motor Vehicle Interest	0150	Beginning Balance	0	0
<i>* Information Pending</i>		Investment Income	0	0
		Total Resources	0	0
		Forecasted Expenditures	0	0
		Ending Fund Balance	0	0
Self Insurance	8955	Beginning Balance	12,835,119	8,726,986
		Investment Income	96,547	86,892
		Miscellaneous Revenue	3,911,165	5,157,703
		Total Resources	16,842,831	13,971,581
		Forecasted Expenditure	(8,115,845)	0
		Ending Fund Balance	8,726,986	13,971,581

Fund Name	SAP Fund	Revenue Category	FY13 Forecast	FY14 3rd Rev Est.
Employee Health Benefit	8956	Beginning Balance	19,147,438	19,516,686
		Investment Income	142,893	127,466
		Miscellaneous Revenue	57,430,710	60,333,456
		Total Resources	76,721,041	79,977,608
		Forecasted Expenditure	(57,204,355)	0
		Ending Fund Balance	19,516,686	79,977,608
		Debt Service	3001	Beginning Balance
Current Property Taxes	74,088,943	74,767,892		
Delinquent Property Taxes	318,697	322,453		
Other Financing Sources	230,349	0		
Investment Income	121,113	35,866		
Miscellaneous Revenue	0	0		
Total Resources	87,805,973	90,672,574		
Forecasted Expenditures	(72,259,610)	0		
Ending Fund Balance	15,546,363	90,672,574		
Debt Service -Taxable	3005	Beginning Balance	752,766	785,289
		Current Property Taxes	4,299,359	4,365,680
		Delinquent Property Taxes	18,494	18,895
		Other Financing Sources	1,091,430	0
		Investment Income	1,464	1,319
		Total Resources	6,163,513	5,171,183
		Forecasted Expenditures	(5,378,224)	0
Ending Fund Balance	785,289	5,171,183		



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By/Phone Number: Melissa Velasquez, Judge's Office, x49557

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON GREATER AUSTIN WORKPLACE CAMPAIGN ENGAGEMENT AGREEMENT FOR FISCAL YEAR 2014, TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

In September 2012, the County lost its fiscal agent that distributes contributions from employees to charitable organizations for our annual Travis County Combined Charities Campaign. The Judge's Office scrambled to quickly find another fiscal agent, but was unsuccessful and the 2012 campaign was canceled.

On January 22, 2013, the Commissioners Court recommended a workplace campaign that facilitates contributions from county employees, and authorized staff to move forward and negotiate a contract with United Way of Greater Austin.

United Way of Greater Austin provides similar services to many local businesses and governmental entities. Their experienced and dedicated staff will provide increased visibility in the workplace and support county staff while conducting the Travis County Combined Charities Campaign.

The contract has been reviewed by the County Attorney's Office.

STAFF RECOMMENDATIONS:

Recommend approval.

REQUIRED AUTHORIZATIONS:

John Hille, Assistant County Attorney

**GREATER AUSTIN WORKPLACE CAMPAIGN
ENGAGEMENT AGREEMENT
FOR FISCAL YEAR 2014**

Travis County, a political subdivision of the State of Texas, enters into this Agreement with United Way for Greater Austin (“United Way”). This Agreement is based on the premise that the Travis County Combined Charities Campaign (“TCCCC”) is owned by Travis County and its employees, and that every non-profit agency admitted by the County has a right to participate in the workplace campaign on a fair and equitable basis. This Agreement shall not be considered a means for Travis County to make a donation to a charitable entity. No public funds will be utilized for the support of any non-profit corporation involved in this campaign; whether through matching or donations. This Agreement is solely to facilitate employee contribution to charitable agencies. Incidental use of County space is allowable by law; as well as the acceptability of County employees volunteering their time while not neglecting their assigned duties.

United Way agrees to manage the receipts of the campaign in compliance with the Accountability and Governance Standard of United Way-Worldwide. United Way will in no way intentionally use its role as fiscal agent to assert its interests over the interests of other charitable organizations participating in the campaign.

This Contract is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a Contract for professional services. The UNITED WAY is an independent United Way; neither UNITED WAY nor its employees claim to be employees of the COUNTY nor do they claim any benefits from the COUNTY other than contract payments for services rendered.

1. Role and Duties of United Way
 - A. Provide customized campaign planning and implementation that would include campaign collateral including brochures, posters, and pledge forms. Kick-off training will be in mid-September. The County-wide campaign will be October 1 – October 31, 2013.
 - B. Marketing support including, but not limited to:
 1. The development of customized campaign messaging.
 2. The access to the United Way Speakers Bureau.
 3. Customer service for donors and non-profit agencies.
 4. Access and information for employees to United Way’s Navigation Center: 2-1-1
 5. Opportunities for Travis County Leadership Donors to participate in Women’s Leadership Programs, Young Leaders, and other leadership events.
 6. Training and support to Travis County Liaisons.

- C. No Travis County employee will be coerced to participate in the Campaign; employees are free, however, to volunteer their time.
- D. Serve as the fiscal agent for the Travis County Combined Charities Campaign.
- E. Provide Travis County employees, Travis County administration, and participating federations and funds with assurance of timely, accurate, and cost effective delivery of employee contributions to designated non-profit agencies.
- F. Process employee pledge forms. The following procedures will be observed:
 - 1. United Way will be provided all collected and completed campaign report envelopes, including pledge forms, cash, and checks, on a weekly basis throughout the campaign.
 - 2. Patriot Act certification of designated non-profit agencies.
 - 3. United Way will safeguard all monies received by it. Any losses shall be reimbursed by the United Way.
- G. Process cash and checks within five business days of receipt at United Way at the end of the campaign.
- H. Generate and distribute the following reports to applicable federations/funds by the first quarter following the first payment from Travis County. Donor pledge information is available to all agencies via an online portal provided by United Way regardless if payment has been made.
 - 1. A designation report.
 - 2. An acknowledgement report.
- I. Distribute all donations to the applicable agencies by February 28, 2015.
- J. Distribute all payroll deduction contributions to applicable non-profits as collected from the County on a quarterly basis, beginning in the month of May. Each agency might not receive the full amount of designations due to uncollectible pledges.
- K. Distribution of campaign proceeds to applicable agencies will include all designated and undesignated contributions to each agency. Undesignated contributions are shared on a pro-rata basis between all participating agencies based on the amount of designations per agency.
- L. Provide to Travis County, an itemized accounting by Mid-September 30, 2014. Copies of all receipts will be available upon TCCCC's request and will be available to the participating agencies upon request.

- M. Provide to Travis County, upon request, access to the employee payroll deduction campaign pledge forms. United Way must keep the pledge forms and all financial records relating to the distribution of contributions for at least three years.
 - N. Provide campaign activities that are conducted fairly and equitably to promote unified solicitation on behalf of all participants.
2. Travis County Responsibilities:
- A. Pursuant to Local Government Code Section 155.001 (a)(4), at the request of an employee, provide payroll deduction, and forward the employee contributions to United Way monthly.
 - B. Forward to United Way timely, accurate pledge result details
 - C. Forward to United Way payment details for accurate payout of designations and donor acknowledgments.
3. Cost and Compensation of United Way
- A. United Way may retain at the average rate of thirteen and one-quarter percent (13.25%) per donation, with maximum of \$250, for the services described in Section 1. However, United Way will not retain a fee for donations made to United Way (“Make the Greatest Impact”, Success By 6, Target Graduation, Financial Opportunity).

4. Term of Agreement

This Agreement will be effective beginning September 1 and will continue through the final distribution of September 30, 2014.

5. Notice

A. **Written Notice.** All notices between the parties and related to this Contract shall be given to the other party in writing. If a notice is delivered in person to the address in this section for the party to whom the notice is given, that notice is deemed to have been given immediately. If a notice is placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the address in this section for the party to whom the notice is given, that notice is deemed to have been given on the third Working Day following mailing.

B. **County Address.** The address of County for all purposes and notices under this Contract is:

Honorable Samuel T. Biscoe (or his successor in interest)
Travis County Judge
P.O. Box 1748

Austin, Texas 78767

C. United Way Address. The address of United Way for all purposes and notices under this Contract is:

United Way for Greater Austin
Attn: Debbie McGee
2000 E. MLK Jr. Blvd.
Austin, TX 78702

D. Change of Address. Each party may change its address for notice by giving Notice of the new address. County and United Way shall give Notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

6. Right of Inspection and Audit. United Way shall give the COUNTY, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by United Way pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by United Way.

7. Dispute Resolution

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

8. Miscellaneous

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

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

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

D. Assignability. Neither party may assign any of the rights or duties created by this Contract without the prior written approval of the other party. It is acknowledged by United Way that no officer, agent, employee, or representative of COUNTY has any authority to assign any part of this Contract unless expressly granted that authority by the Travis County Commissioners Court.

E. Binding Contract. This Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Contract.

F. Entire Agreement. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

G. LAW AND VENUE. THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS UNDER THIS CONTRACT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

H. Amendments.

1. Written Amendment. Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made in writing and signed by both parties. No modification concerning this Contract shall be of any force or effect, excepting a subsequent modification in writing signed by the Party to be charged.

2. IT IS ACKNOWLEDGED BY UNITED WAY THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE TRAVIS COUNTY COMMISSIONERS COURT.

UNITED WAY FOR GREATER AUSTIN:


DEBBIE BRESSETTE, PRESIDENT

7/10/13
Date

TRAVIS COUNTY:

SAMUEL T. BISCOE, COUNTY JUDGE

Date





Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, July 23, 2013

Prepared By/Phone Number: Tracy J Miller | 512.854.6923

Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Handwritten initials, possibly "JAN", in black ink.

AGENDA LANGUAGE:

Reimburse the programmed income account with \$4,085.20 from the remaining \$5,158.58 in grant funds.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

We had originally requested the use of programmed income for the 2013 Annual Summit. Would like to use the remaining grant funds rather than return it to the state.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

N/A

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



Greg Hamilton, Travis County Sheriff

MEMORANDUM

July 9, 2013

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Bruce Todd, Commissioner, Precinct 2
Honorable Gerald Daughtery, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Tracy J Miller, Planner 

SUBJECT: Travel/Training Request

RE: Sheriff's Combined Auto Theft Task Force
2013 ABTPA Annual Summit
June 24 - June 28, 2013

This memorandum serves as my request for your approval in the processing of the travel requests for the following Task Force Members. They attended the 2013 Annual Auto Burglary & Theft Prevention Authority Summit in San Antonio, TX. We originally requested the use of programmed income and discovered we had remaining grant funds to cover the costs. We are requesting permission from Commissioners Court to reimburse the programmed income account with \$4,085.20 from the remaining \$5,158.58 in grant funds.

Trip #	Employee	Total
22000790	Wooley, Tommy	\$725.04
22000791	Hardin, Lori	\$725.04
28000130	Bailey, Bobby	\$725.04
28000131	Bailey, John	\$725.04
28000132	Doring, Brad	\$230.00
28000133	Joines, Joe Ray	\$725.04
28000134	Johns, Brian	\$230.00
TOTAL		\$4,085.20

Please contact me at 512.854.6923 if you have any questions or concerns. Thank you in advance for your assistance in this matter.

tjm

xc: Janice Cohoon, County Auditor
Tracy LeBlanc, County Auditor
Tommy Wooley, Sergeant
File

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San Antonio, TX 78230
Phone: 210-691-8888 • Fax: 210-691-1128
Reservations: 800-843-6664

WOOLEY, TOMMY

Room Number: 1406

106 Settlers Ridge
Bertram, TX 78605 US

Daily Rate: 106.00

Room Type: KNCOR

No. of Guests: 1 / 0

ARRIVAL	DEPARTURE	CREDIT CARD	RATE PLAN	CATEGORY	ACCOUNT
06/24/13	06/28/13	XXXXXXXXXXXX2609	GGOVT	GGOVT	14301271857

DATE	ROOM NO.	DESCRIPTION	REFERENCE	AMOUNT
06/24/13	1406	CHECK	CHECK 5153	(\$495.02)
06/24/13	1406	ROOM CHARGE	#1406 WOOLEY, TOMMY	\$106.00
06/24/13	1406	CITY TAX	CITY TAX	\$9.54
06/24/13	1406	COUNTY TAX	COUNTY TAX	\$1.86
06/24/13	1406	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/25/13	1406	ROOM CHARGE	#1406 WOOLEY, TOMMY	\$106.00
06/25/13	1406	CITY TAX	CITY TAX	\$9.54
06/25/13	1406	COUNTY TAX	COUNTY TAX	\$1.86
06/25/13	1406	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/26/13	1406	ROOM CHARGE	#1406 WOOLEY, TOMMY	\$106.00
06/26/13	1406	CITY TAX	CITY TAX	\$9.54
06/26/13	1406	COUNTY TAX	COUNTY TAX	\$1.86
06/26/13	1406	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/27/13	1406	ROOM CHARGE	#1406 WOOLEY, TOMMY	\$106.00
06/27/13	1406	CITY TAX	CITY TAX	\$9.54
06/27/13	1406	COUNTY TAX	COUNTY TAX	\$1.86
06/27/13	1406	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/28/13	1406	MASTERCARD	MASTERCARD	(\$0.02)
07/08/13	1406	MASTERCARD	MASTERCARD 2609 CREDIT	\$0.02
07/08/13	1406	MISC	MISC-SMALL BALANCE TRAVIS CO	(\$0.02)

7000000205

TOTAL DUE: **\$0.00**

TERMS: DUE AND PAYABLE UPON PRESENTATION. I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

San Antonio Police Department

THIS CERTIFIES THAT

Tommy Wooley

HAS ATTENDED THE

TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY 2013 ANNUAL SUMMIT

JUNE 24—28, 2013

[Signature]
Signature

6/28/13
Date

Date

6/28/13
Date

Signature



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HARDIN, LORI

106 Settlers Ridge
Bertram, TX 78605 US

Room Number: 1814
Daily Rate: 106.00
Room Type: KNCOR
No. of Guests: 1 / 0

ARRIVAL	DEPARTURE	CREDIT CARD	RATE PLAN	CATEGORY	ACCOUNT
06/24/13	06/28/13	XXXXXXXXXXXX7700	GGOVT	GGOVT	14301271856

DATE	ROOM NO.	DESCRIPTION	REFERENCE	AMOUNT
06/24/13	1814	CHECK	CHECK 5153	(\$495.02)
06/24/13	1814	CHECK	OFFSET LINE 1	\$495.02
06/24/13	1814	CHECK	CHECK R&T 5153	(\$495.02)
06/24/13	1814	ROOM CHARGE	#1814 HARDIN, LORI	\$106.00
06/24/13	1814	CITY TAX	CITY TAX	\$9.54
06/24/13	1814	COUNTY TAX	COUNTY TAX	\$1.86
06/24/13	1814	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/25/13	1814	ROOM CHARGE	#1814 HARDIN, LORI	\$106.00
06/25/13	1814	CITY TAX	CITY TAX	\$9.54
06/25/13	1814	COUNTY TAX	COUNTY TAX	\$1.86
06/25/13	1814	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/26/13	1814	ROOM CHARGE	#1814 HARDIN, LORI	\$106.00
06/26/13	1814	CITY TAX	CITY TAX	\$9.54
06/26/13	1814	COUNTY TAX	COUNTY TAX	\$1.86
06/26/13	1814	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/27/13	1814	ROOM CHARGE	#1814 HARDIN, LORI	\$106.00
06/27/13	1814	CITY TAX	CITY TAX	\$9.54
06/27/13	1814	COUNTY TAX	COUNTY TAX	\$1.86
06/27/13	1814	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/28/13	1814	VISA	VISA	(\$0.02)
07/08/13	1814	VISA	VISA 7700 CREDIT	\$0.02
07/08/13	1814	MISC	MISC-SMALL BALANCE TRAVIS CO	(\$0.02)

TOTAL DUE: \$0.00

TERMS: DUE AND PAYABLE UPON PRESENTATION. I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

San Antonio Police Department

THIS CERTIFIES THAT

Lori Hardin

HAS ATTENDED THE

TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY 2013 ANNUAL SUMMIT

JUNE 24—28, 2013

Lori Hardin
Signature

Date

6/28/13

[Signature]
Signature

Date

6/28/13



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BAILEY, BOBBY

Room Number: 502
Daily Rate: 106.00
Room Type: DQQ
No. of Guests: 1 / 0

106 Settlers Ridge
Bertram, TX 78605 US

ARRIVAL	DEPARTURE	CREDIT CARD	RATE PLAN	CATEGORY	ACCOUNT
06/24/13	06/28/13		GGOVT	GGOVT	14301271861

DATE	ROOM NO.	DESCRIPTION	REFERENCE	AMOUNT
06/24/13	502	CHECK	CHECK R&T 5153	(\$495.02)
06/24/13	502	CHECK	CHECK OFF SET CORRECTION .10	\$495.02
06/24/13	502	CHECK	CHECK CORRECTION	(\$495.12)
06/24/13	502	ROOM CHARGE	#502 BAILEY, BOBBY	\$106.00
06/24/13	502	CITY TAX	CITY TAX	\$9.54
06/24/13	502	COUNTY TAX	COUNTY TAX	\$1.86
06/24/13	502	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/25/13	502	ROOM CHARGE	#502 BAILEY, BOBBY	\$106.00
06/25/13	502	CITY TAX	CITY TAX	\$9.54
06/25/13	502	COUNTY TAX	COUNTY TAX	\$1.86
06/25/13	502	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/26/13	502	ROOM CHARGE	#502 BAILEY, BOBBY	\$106.00
06/26/13	502	CITY TAX	CITY TAX	\$9.54
06/26/13	502	COUNTY TAX	COUNTY TAX	\$1.86
06/26/13	502	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/27/13	502	ROOM CHARGE	#502 BAILEY, BOBBY	\$106.00
06/27/13	502	CITY TAX	CITY TAX	\$9.54
06/27/13	502	COUNTY TAX	COUNTY TAX	\$1.86
06/27/13	502	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
07/08/13	502	MISC	MISC-SMALL BALANCE TRAVIS CO	\$0.08

TOTAL DUE: **\$0.00**

TERMS: DUE AND PAYABLE UPON PRESENTATION. I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.



Personnel No. 1000007
 01000007
 Non-Employee
 137LEPatrol0001

314 West 11th Street
 Austin TX 78701



0028000130

Last Changed By: MILLERT
 Changed On: June 18, 2013

Page 1 of 2

Created By: MILLERT

Travel Request

of **BOBBY BAILEY** for trip number **28000130** from **June 24, 2013** to **June 28, 2013**

General Data

Destination 1: 2013 ABTPA Annual Summit /USA

Start: Monday, June 24, 2013 00:00
 End: Friday, June 28, 2013 00:00

Reason: 2013 Annual Training Seminar
 Trip Activity Type: Prof Dev - Non Certification
 Trip Type, Statutory: Business Trip

Trip Cost

Estimated Cost of Trip **Total** 725.04 USD

Estimated Costs Includes

Date	No.	Expense Type	Amount
Jun 24, 2013	001	Hotel Encumbered	495.04
		confirmation #40110691232	
Jun 24, 2013	002	Meals Per Diem Below CONUS	230.00
		\$46 per day for per diem	

Bobby Bailey

San Antonio Police Department

THIS CERTIFIES THAT

Bobby Bailey

HAS ATTENDED THE

TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY 2013 ANNUAL SUMMIT

JUNE 24—28, 2013

Michael Kouri
Signature

6/28/13
Date

[Signature]
Signature

6/28/13
Date



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Room Number: 812
 Daily Rate: 106
 Room Type: DQQ
 No. of Guests: 1 / 0

BAILEY, JOHN

106 Settlers Ridge
 Bertram TX 78605

ARRIVAL	DEPARTURE	CREDIT CARD	RATE CODE	MKT GROUP	ACCOUNT
06/24/13	06/28/13		GGOVT	GGOVT	14301291504
DATE	ROOM NO.	DESCRIPTION	REFERENCE	AMOUNT	

06/24/13	812	CHECK	CHECK # 5153	(\$495.02)	
06/24/13	812	ROOM CHARGE	#812 BAILEY, JOHN	\$106.00	
06/24/13	812	CITY TAX	CITY TAX	\$9.54	
06/24/13	812	COUNTY TAX	COUNTY TAX	\$1.86	
06/24/13	812	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36	
06/25/13	812	ROOM CHARGE	#812 BAILEY, JOHN	\$106.00	
06/25/13	812	CITY TAX	CITY TAX	\$9.54	
06/25/13	812	COUNTY TAX	COUNTY TAX	\$1.86	
06/25/13	812	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36	
06/26/13	812	ROOM CHARGE	#812 BAILEY, JOHN	\$106.00	
06/26/13	812	CITY TAX	CITY TAX	\$9.54	
06/26/13	812	COUNTY TAX	COUNTY TAX	\$1.86	
06/26/13	812	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36	
06/27/13	812	ROOM CHARGE	#812 BAILEY, JOHN	\$106.00	
06/27/13	812	CITY TAX	CITY TAX	\$9.54	
06/27/13	812	COUNTY TAX	COUNTY TAX	\$1.86	
06/27/13	812	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36	
06/28/13	812	MISC	MISC	(\$0.02)	

TOTAL DUE: \$0.00



Personnel No. 1000008
 01000008
 Non-Employee
 137LEPatrol0001

314 West 11th Street
 Austin TX 78701



0028000131

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 Changed On: June 18, 2013

Page 1 of 2

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Travel Request

of JOHN WILBERT BAILEY for trip number 28000131 from June 24, 2013 to June 28, 2013

General Data

Destination 1: 2013 ABTPA Annual Summit /USA

Start: Monday, June 24, 2013 00:00
 End: Friday, June 28, 2013 00:00

Reason: 2013 Annual Training Seminar
 Trip Activity Type: Prof Dev - Non Certification
 Trip Type, Statutory: Business Trip

Trip Cost

Estimated Cost of Trip **Total** 725.04 USD

Estimated Costs Includes

Date	No.	Expense Type	Amount
Jun 24, 2013	001	Meals Per Diem Below CONUS	230.00
		\$46 per day for per diem	
Jun 24, 2013	002	Hotel Encumbered	495.04
		confirmation # 40010690922	

San Antonio Police Department

THIS CERTIFIES THAT

John Bailey

HAS ATTENDED THE

TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY 2013 ANNUAL SUMMIT

JUNE 24—28, 2013

Michael J. [Signature]
Signature

6/28/13
Date

Date

[Signature]
Signature

6/28/13
Date

Date



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DORING, BRAD

Room Number: 1707
Daily Rate: 106.00
Room Type: DQQ
No. of Guests: 2 / 0

106 Settlers Ridge
 Bertram, TX 78605 US

ARRIVAL	DEPARTURE	CREDIT CARD	RATE PLAN	CATEGORY	ACCOUNT
06/24/13	06/28/13	XXXXXXXXXXXX8789	GGOVT	GGOVT	14301271859

DATE	ROOM NO	DESCRIPTION	REFERENCE	AMOUNT
06/24/13	1707	CHECK	CHECK 5153	(\$495.02)
06/24/13	1707	ROOM CHARGE	#1707 DORING, BRAD	\$106.00
06/24/13	1707	CITY TAX	CITY TAX	\$9.54
06/24/13	1707	COUNTY TAX	COUNTY TAX	\$1.86
06/24/13	1707	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/25/13	1707	ROOM CHARGE	#1707 DORING, BRAD	\$106.00
06/25/13	1707	CITY TAX	CITY TAX	\$9.54
06/25/13	1707	COUNTY TAX	COUNTY TAX	\$1.86
06/25/13	1707	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/26/13	1707	ROOM CHARGE	#1707 DORING, BRAD	\$106.00
06/26/13	1707	CITY TAX	CITY TAX	\$9.54
06/26/13	1707	COUNTY TAX	COUNTY TAX	\$1.86
06/26/13	1707	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/27/13	1707	ROOM CHARGE	#1707 DORING, BRAD	\$106.00
06/27/13	1707	CITY TAX	CITY TAX	\$9.54
06/27/13	1707	COUNTY TAX	COUNTY TAX	\$1.86
06/27/13	1707	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	\$6.36
06/28/13	1707	VISA	VISA	(\$0.02)
07/08/13	1707	VISA	VISA 8789 CREDIT	\$0.02
07/08/13	1707	MISC	MISC-SMALL BALANCE TRAVIS CO	(\$0.02)

TOTAL DUE: **\$0.00**

TERMS: DUE AND PAYABLE UPON PRESENTATION. I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.



Personnel No. 2000712
 02000712
 Non-Employee
 137LEPatrol0001

314 West 11th Street
 Austin TX 78701



0028000132

Last Changed By: MILLERT
 Changed On: June 19, 2013

Page 1 of 2

Created By: MILLERT

Travel Request

of BRAD DORING for trip number 28000132 from June 24, 2013 to June 28, 2013

General Data

Destination 1: 2013 ABTPA Annual Summit /USA

Start: Monday, June 24, 2013 00:00
 End: Friday, June 28, 2013 00:00

Reason: 2013 Annual Training Seminar
 Trip Activity Type: Prof Dev - Non Certification
 Trip Type, Statutory: Business Trip

Trip Cost

Estimated Cost of Trip Total 230 USD

Estimated Costs Includes

Date	No.	Expense Type	Amount
Jun 24, 2013	002	Meals Per Diem Below CONUS \$46 per day for per diem	230.00

Cost Distribution

Cost Assignment: 100 % to

Order Number: 100421
 Grant: 800211
 Controlling Area: 1000
 Funds Center: 1370700001
 Funds: 2026
 Company Code: 1000
 Business Area: 1000
 Functional Area: 1310

San Antonio Police Department

THIS CERTIFIES THAT

Brad Doring

HAS ATTENDED THE

TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY 2013 ANNUAL SUMMIT

JUNE 24—28, 2013

Michael K. Heid
Signature

6/28/13

Date

6/28/13

Date

Signature





Personnel No. 2000713
 02000713
 Non-Employee
 137LEPatrol0001

314 West 11th Street
 Austin TX 78701



0028000133

Last Changed By: MILLERT
 Changed On: June 19, 2013

Page 1 of 2

Created By: MILLERT

Travel Request

of **JOE RAY JOINES** for trip number **28000133** from **June 24, 2013** to **June 28, 2013**

General Data

Destination 1: 2013 ABTPA Annual Summit /USA

Start: Monday, June 24, 2013 00:00
 End: Friday, June 28, 2013 00:00

Reason: 2013 Annual Training Seminar
 Trip Activity Type: Prof Dev - Non Certification
 Trip Type, Statutory: Business Trip

Trip Cost

Estimated Cost of Trip **Total** 725.04 USD

Estimated Costs Includes

Date	No.	Expense Type	Amount
Jun 24, 2013	001	Hotel Encumbered confirmation #40010690933	495.04
Jun 24, 2013	002	Meals Per Diem Below CONUS \$46 per day for per diem	230.00

Joe Ray Joines

San Antonio Police Department

THIS CERTIFIES THAT

Joe Ray Joines

HAS ATTENDED THE

TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY 2013 ANNUAL SUMMIT

JUNE 24—28, 2013

Michael Hunt
Signature

Date

6/28/13

[Signature]
Signature

Date

6/28/13





Personnel No. 1000073
 01000073
 Non-Employee
 137LEPatrol0001

314 West 11th Street
 Austin TX 78701



0028000134

Last Changed By: MILLERT
 Changed On: June 19, 2013

Page 1 of 2

Created By: MILLERT

Travel Request

of BRIAN JOHNS for trip number 28000134 from June 24, 2013 to June 28, 2013

General Data

Destination 1: 2013 ABTPA Annual Summit /USA

Start: Monday, June 24, 2013 00:00
 End: Friday, June 28, 2013 00:00

Reason: 2013 Annual Training Seminar
 Trip Activity Type: Prof Dev - Non Certification
 Trip Type, Statutory: Business Trip

Trip Cost

Estimated Cost of Trip Total 230 USD

Estimated Costs Includes

Date	No.	Expense Type	Amount
Jun 24, 2013	001	Meals Per Diem Below CONUS \$46 per day for per diem	230.00

Cost Distribution

Cost Assignment: 100 % to

Order Number: 100421
 Grant: 800211
 Controlling Area: 1000
 Funds Center: 1370700001
 Funds: 2026
 Company Code: 1000
 Business Area: 1000
 Functional Area: 1310

[Handwritten Signature] #11301

San Antonio Police Department

THIS CERTIFIES THAT

Brian Johns

HAS ATTENDED THE

TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY 2013 ANNUAL SUMMIT

JUNE 24—28, 2013

[Signature]

Signature

6/28/13

Date

6/28/13

Date



San Antonio Police Department

THIS CERTIFIES THAT

Ryan Mycue

HAS ATTENDED THE

TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY 2013 ANNUAL SUMMIT

JUNE 24—28, 2013

Michael Hens
Signature

6/28/13

Date

[Signature]
Signature

6/28/13

Date



TRAVIS COUNTY SHERIFF'S OFFICE
REQUEST FOR NON-APPROPRIATED FUNDS EXPENDITURE

Print Form

Request is made for services, supplies, equipment, training or other, as indicated below, from Sheriff's Combined Auto Theft Task Force (S.C.A.T.T.F.) Funds

For Forfeiture funds, this expenditure will enhance the Sheriff's Combined Auto Theft Task Force by:

2013 ABTPA Annual Summit (registration and hotel confirmations attached)

Requested by Project Director: by Tommy Wooley through Tracy Miller 1067 *TM*

Date: 05-14-2013

Approved by: _____

Date: _____

Equipment _____

\$ _____

Supplies _____

\$ _____

Services _____

\$ _____

TOTAL

\$ _____

Training / Travel 2013 ABTPA Annual Summit

Location: San Antonio, TX

Leave Date: 06-24-2013

Return Date: 06-28-2013

Attendees: Tommy Wooley

Lori Hardin | Brian Johns

Bobby Bailey

John Bailey | Ryan MyCue

Brad Doring

Joe Ray Joines

Registration: _____

\$ _____

Travel: _____

\$ _____

Lodging: Omni Hotels & Resorts (\$123.76 x 5 rooms for 4 nights) V#7000000650

\$ 2,475.20

Meals: \$46 per day = \$230 per person / x 8 individuals

\$ 1,840.00

Other: _____

\$ _____

TOTAL

\$ 4,315.20

(Attach appropriate documentation (applications, receipts, invoices, etc.))

The signers below certify that the expenditures requested herein are in keeping with the statutes and guidelines governing utilization of such funds.

FISCAL REVIEW by: _____ FUNDS AVAILABLE YES NO

FORFEITURE COMMITTEE (initials / signatures of three committee members): _____ Approval Date: 05-21-2013

[Signature]

[Signature]

[Signature]

**Committee: Indicate the amount expected to be reimbursed by the General Fund
ATTACH APPROVED ENCUMBRANCE

\$ _____

FISCAL AND BUDGET OFFICE USE ONLY

Check Number: _____ Account: _____ Date: _____

Reimbursement Amount: _____ Date: _____

**Protect It, Its Yours!!!
ABTPA Annual Summit
June 24 – 28, 2013**

Hosted by the San Antonio Regional Auto Crimes Team

Monday, June 24, 2013		
8:30 a.m. – 5:00 p.m.	Registration	Grand Ballroom Prefunction Area
1:00 p.m. – 5:00 p.m.	Exhibitor set up	Omni Colonnade Ballroom Prefunction Area
1:00 p.m. – 1:30 p.m.	Press Conference	Omni Colonnade - 9821 Colonnade
1:30 p.m. – 4:00 p.m.	ABTPA Grantee Advisory Committee Meeting	Ballroom DEFG - General Session
Tuesday, June 25, 2013		
8:30 a.m. – 5:00 p.m.	Registration	Grand Ballroom Prefunction Area
8:30 a.m. – 5:00 p.m.	Exhibits	Grand Ballroom Prefunction Area
9:00 a.m. – 12:00 p.m.	ABTPA Board of Directors Meeting	Ballroom DEFG
12:00 p.m. – 1:30 p.m.	LUNCH	
1:30 p.m. – 3:00 p.m.	Opening Ceremonies	Ballrooms DEFG
3:00 p.m. – 5:00 p.m.	General Session ABTPA 101	
Wednesday, June 26, 2013		
8:30 a.m. – 5:00 p.m.	Exhibits	
9:00 a.m. – 12:00 p.m.	General Session	Ballrooms DEFG
12:00 p.m. – 1:00 p.m.	LUNCH	
1:00 p.m. – 5:00 p.m.	Concurrent Sessions	
Thursday, June 27, 2013		
8:30 a.m. – 5:00 p.m.	Exhibits	
9:00 a.m. – 12:00 p.m.	Concurrent Sessions	
12:00 p.m. – 1:00 p.m.	LUNCH	
1:00 p.m. – 5:00 p.m.	Concurrent Sessions	
Friday, June 28, 2013		
9:00 a.m. – 10:30 a.m.	ABTPA Fireside Chat <ul style="list-style-type: none"> This session will provide Grantees an opportunity to ask any questions about the 83rd Legislation Session, FY 14 Grant Year, or any other topic related to the program. 	Colonnade Ballroom
10:30 a.m. – 11:00 a.m.	Closing Ceremonies	Colonnade Ballroom



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013
Prepared By/Phone Number: Susan Bell, 854-9587
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir
Commissioners Court Sponsor:

AGENDA LANGUAGE: Approve travel and other expenses associated with a County Clerk temporary employee who is preparing specifications and documentation for a new voting system for Travis County and who resides outside of Travis County.

CONSIDER AND TAKE APPROPRIATE ACTION ON July 23, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Memo to Commissioners Court attached

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:
County Clerk Elections – Special Fund

REQUIRED AUTHORIZATIONS:

July 15, 2013

TO: Travis County Commissioners Court
Nicki Riley, County Auditor
Debbie Manor, Human Resources
Alan Miller, Planning and Budget

FROM: Susan Bell for Dana DeBeauvoir

RE: Temporary Employee for Development and Acquisition of New Voting System Resides Outside of Travis County

Upon request of the Auditor, we want to call your attention to a unique situation we have with a temporary employee we are using to assist us in designing, acquiring, and funding a new voting system for Travis County. Reimbursement of travel costs for this employee are being held pending your approval.

The Clerk's Office is working with some of the nation's top experts in computer science, cryptography, statistics, and human factor/usability engineering to develop a set of specifications for a voting system. This effort is in response to a request by representatives of the community serving on the County Clerk's Election Study Group who determined that Travis County's new voting system needs to provide more security, accuracy, voter convenience, transparency, accountability, and economy than those systems available on the market.

Collecting and assimilating these specifications from technical experts, activists, federal and state agencies, and election administrators is a daunting challenge. We knew we had to find a unique individual to fill that role. After discussing the pros and cons of using an employee versus a consultant, we determined the best choice, if possible, was to have a person employed by Travis County who would be directly representing our interests. However, we also knew it would be extremely difficult to find someone to fit this role.

Much to our delight and amazement, we found a person with expertise in business, computer science, cryptographic science, voting technology, and high level technical writing. Bryce Eakin's education is in economics and computer science. He has an MBA from Oxford University. He studied with one of the nation's leading experts in voting security at Rice University. Mr. Eakin was willing to accept the position as our temporary employee because of his passion for elections, his admiration for Travis County's demand for higher standards, and his belief that this project could set a new standard for voting systems in the country.

Mr. Eakin has already completed an initial draft of the RFP that will be used to give vendors a first glance at the specifications that are being developed. This draft will be presented on July 28, 2013, at a vendor meeting in Austin just prior to the Texas Secretary of State Elections Conference. Mr. Eakin also prepared the submission for the Department of Defense grant and will be working to prepare other materials as we continue to seek additional funding sources.

Mr. Eakin serves as a temporary employee (grade 31 at \$50/hour). His salary and travel expenses are paid from the County Clerk's Elections Division Special Revenue fund (also called the 10% fund). We confirmed with the Secretary of State that expenditure of these funds for this purpose is acceptable.

We want to make sure the Court understands that Mr. Eakin lives in Houston and is temporarily staying in New York City. We have been working remotely with Mr. Eakin using email and conference calls. On occasion we have requested that he travel to Austin for meetings with our team of experts, and for a presentation to the Election Study Group. We know of two meetings in the near future when we will be asking him to come to Austin. In July, we are asking him to attend the meeting with potential vendors, the Clerk's Office, and the Purchasing Office. In August we will ask him to appear with us in Commissioners Court for a presentation on the new voting system. Future trips to Austin will be requested sparingly, but will be likely as we move through this process.

We realize having an out-of-county and/or out-of-state employee is unusual, and we cannot imagine another circumstance when we would find this practical or necessary. However, for this particular situation, it serves the County well and provides us with an incredible resource who is personally invested with Travis County. We also believe this arrangement is much less expensive than if we had hired a consultant.

The Auditor's Office has said that they have no criticism of this arrangement, but they felt Commissioners Court needed to be aware that we have a temporary employee who is living out of the area.

We look forward to hearing your thoughts on this matter. Thank you.



Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By/Phone Number: Susan Bell 49587

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action regarding the County Clerk expenditure plans

- a. Setting the public hearing on August 20, 2013 for the County Clerk to receive comments regarding the Fiscal 2014 Travis County Clerk's annual written expenditure plans for the 0108 Records Management Preservation Fund and 0129 County Clerk's Records Archival Fund.
- b. Publish the appropriate notice as required by 118.025 of the Local Government Code.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The County Court Records Archival Fee and County Clerk Records Management Fee are authorized in Texas Local Government Code Chapter 118.025 and 118.0216, respectively. The County Clerk is required to hold a public hearing on this plan and to publish notice of such hearing in a newspaper no later than 15 days prior to the hearing. Notice will be published on July 28, 2013 for an August 20, 2013 hearing date. The expenditure plan matches the third revenue estimate but may be revised if the fee increases are approved or the third estimate changes.

STAFF RECOMMENDATIONS:

To approve setting the public hearing and to publish the public hearing in the paper.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

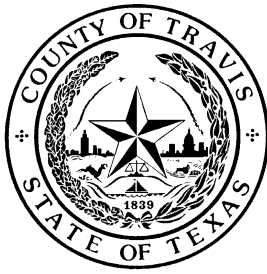
John Hille, County Attorney 49415

For information purposes:

Alan Miller, Planning and Budget 49726

Steven Broberg, RMCR 49575

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



Dana DeBeauvoir
Travis County Clerk

PO Box 149325, Austin TX 78714-9325
Phone: (512) 854-9188 Fax: (512) 854-3942
<http://www.co.travis.tx.us>

**Recording, Elections, Computer Resources,
Accounting, and Administration Divisions**
5501 Airport Boulevard, Austin, Texas 78751-1410

**Misdemeanor Records, Civil/Probate,
and Records Management Divisions**
1000 Guadalupe, Austin, Texas 78701-2328

FY14 Plan for Use of the County Clerk's Records Management and Preservation Fund 0108 and Records Archive Fund 0129

The Records Management and Preservation Fund, outlined in Section 118.0216 of the Texas Local Government Code, is for, "the records management and preservation services performed by the county clerk after the filing and recording of a document in the records of the office of the clerk." This section also states, "the county clerk shall prepare an annual written plan for funding the automation projects and records management and preservation services performed by the clerk."

The County Clerk's Records Archive Fund, outlined in 118.025 of the Local Government Code, states that the fee for "Records Archive" under Section 118.011(f) is for, "the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive." This section states, "the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive."

This document serves as the written plan for both of these funds.

Long Term Plan for the Use of these Funds

The Travis County Clerk's library of permanent real property records dates prior to 1836 and contains over 30,000,000 pages of documents. There are three important categories of these documents:

April 1999 – present	Documents are electronically imaged and have a computerized index.
1987 – 1999	Documents are microfilmed and have a computerized index.
1836 – 1987	Documents are microfilmed and have microfilmed copies of handwritten indexes.

Our primary goals are to use these funds to:

- **Provide and maintain systems for managing the receiving, filing, storage, retrieval, and public access of records in the Clerk's Office**
This includes projects to acquire, implement, manage, update, and replace systems that handle paper, microfilm, and electronic records.
- **Improve public access to County Clerk records**
This enhances the public's ability to locate the records they are seeking by building advanced databases and improving internet access to information.
- **Provide appropriate physical and electronic storage sites for libraries with the ability to retrieve information as needed**
This includes maintaining physical storage sites for paper, microfilm, and electronic medium as well as electronic storage of data and back-up systems.
- **Reduce the use of paper documents filed in our Recording, Civil/Probate, and Misdemeanor Divisions**
This is accomplished by improving our ability to electronically accept newly filed documents and convert existing paper and microfilm records to electronic records.
- **Remove personal identifiers from documents before they are made available on the internet**
Redaction of certain personal information such as Social Security and bank account numbers is done to help protect individuals from identity theft.
- **Digitize existing County Clerk records and redact personal identifiers**
Digitizing paper and microfilm records increases protection of documents from disaster, dramatically increases the ability to track and locate documents, provides a clearer more readable image of documents, and greatly improves efficiency for the retrieval of documents by the public.
- **Make certain that appropriate disaster recovery and business resumption systems are in place**
Ensuring that a detailed structure is in place to prevent loss of these records in the event of a disaster is directly associated with protecting the archive and therefore, related to the primary intent of this legislation.
- **Apply special preservation methods to documents of significant historic value**
Modern preservation techniques should be applied to paper documents that merit special consideration, such as Sam Houston's will.
- **Support personnel necessary to support these goals.**
This allows us to provide salaries, benefits, training, space, and equipment for individuals charged with managing these priorities.

FY14 PLAN FOR THE USE OF THE 0108 RECORDS MANAGEMENT FUND

Personnel	\$ 698,259
Office Equipment and Supplies	59,298
Maintenance Agreements	195,000
Training and Seminars	15,000
Computer Equipment Purchases	52,570
Facility Changes	140,148
<p>These changes will provide work space for employees performing records management activities and secured areas for storing equipment and supplies associated with records management activities.</p>	
Estimated Reserves	1,115,235
<p>Any unused funds will be classified as allocated reserves. These funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for records management projects; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.</p>	
TOTAL	\$2,275,510

FY14 PLAN FOR THE USE OF THE 0129 RECORDS ARCHIVE FUND

Personnel	\$ 288,565
Contribution to the Office of Travis County Records Management and Communication	230,268
<p>These costs cover expenses related to offsite storage and the salary of an imaging production technician.</p>	
Digitizing and Indexing Permanent Library of Real Property Records and Criminal Minutes	309,897
<p>This is the continuation of the project to convert microfilm to digital images and create computer indexes for each image for all real property documents recorded between 1836 and 1987. This project has expanded to include the redaction of personal identifiers from internet images. We are also working to digitize microfilm copies of criminal minutes to increase retrieval capabilities and improve expunction procedures.</p>	
Ongoing Transfer to General Fund for Personnel Costs	7,702
Estimated Reserves	1,296,019
<p>Any unused funds will be classified as allocated reserves. These funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for records management projects; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.</p>	
TOTAL	\$2,132,451

For more information, please contact the Travis County Clerk's Office at (512) 854-9188.

Item 32



Travis County Commissioners Court Agenda Request

Meeting Date: 7/23/2013 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. J.C. Collier (Debra Dozier Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 7/23/2013, 8:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Dean E. McMillian (Debra Dozier Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 7/23/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Emma J. Dean & Richard Williams (NNA Financial Services Co. LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 7/23/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Patrick Pflipson (NNA Financial Services Co. LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 07/23/13

Prepared By/Phone Number: Leslie W. Dippel, 854-9513

Elected/Appointed Official/Dept. Head: David A. Escamilla

Commissioners Court Sponsor: Hon. Samuel T. Biscoe

AGENDA LANGUAGE: IN CONSULTATION WITH COUNTY ATTORNEY, CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR JUVENILE PROBATION EMPLOYEE, SLOT 12067. (EXECUTIVE SESSION UNDER GOV'T. CODE ANN. §551.071, CONSULTATION WITH ATTORNEY, AND §551.074, PERSONNEL EXCEPTION)

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: July 23, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe
Travis County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING THE AUTHORITY OF THE COMMISSIONERS COURT TO REGULATE OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (EXECUTIVE SESSION – CONSULTATION WITH ATTORNEY EXCEPTION)

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: July 23, 2013

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

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, August 6, 2013 to receive comments regarding a request to approve a street name change for the old Blake Manor Road outside East Metropolitan Park to be known as "Blake Manor Circle" in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The City County Addressing Team has recognized the need to rename the old portion of Blake Manor Road that affects four properties. East Metropolitan Park Ranger Station is on one of the parcels. Letters were sent to the other three and one replied in favor of the street name "Blake Manor Circle".

STAFF RECOMMENDATIONS:

Staff recommends naming the old portion of Blake Manor Road to "Blake Manor Circle". The street name has been approved through 911 Addressing.

ISSUES AND OPPORTUNITIES:

This street is a road that Travis County maintains.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Map-1

REQUIRED AUTHORIZATIONS:

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

CC:

⋮ ⋮
0101 - Administrative -
4100 - Blake Manor Circle

TRANSPORTATION AND NATURAL RESOURCES

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



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

May 16, 2013

SUBJECT: Proposed street name change for a portion of Blake Manor Road.

Dear property owner;

The Travis County Addressing Committee needs your help. The realignment for the new Blake Manor Road has caused a necessity for a street name change for a portion of the original road. This road portion will need a unique street name but the address numbers will not change.

We are offering this street name which has been approved through 9-1-1 Addressing staff:

Blake Manor Circle

Should there be another street name that you have already thought about, it will have to be cleared through the 9-1-1 Addressing Staff at 974-2797.

Should you choose one of the above, please circle and mail this ballot back by June 7, 2013. Your quick response is appreciated.

A handwritten signature in black ink, appearing to read "Anna Bowlin".

Signature of property owner

A public hearing date will be set after reception of this ballot. Public hearing signs will be in place for 14 days and then the Court will vote on this proposal.

For further information please call Gayla Dembkowski at 854-7642.

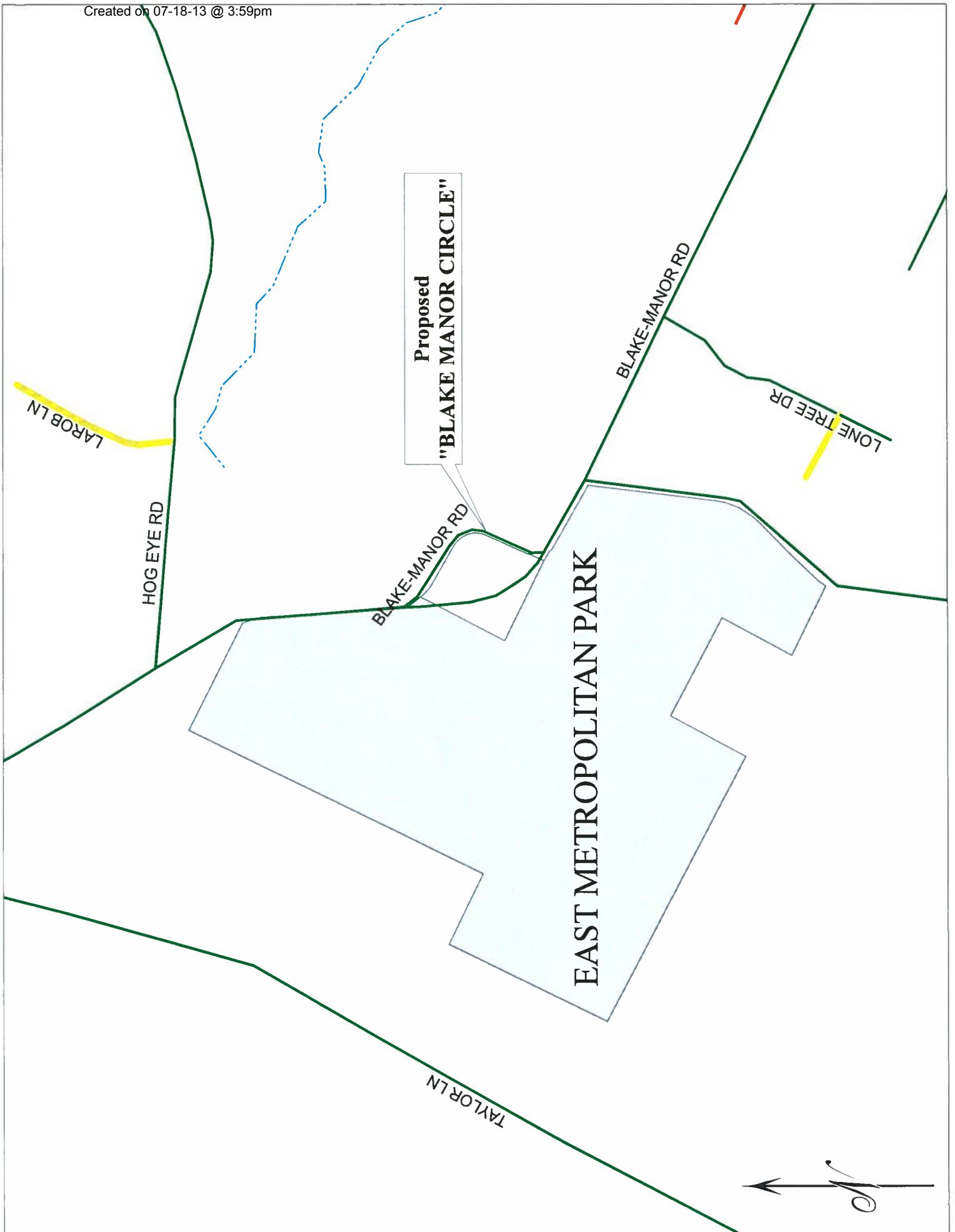
Sincerely,

A long, horizontal handwritten signature in black ink, appearing to read "Anna Bowlin".

Anna Bowlin,
Division Manger Development Services
And Long Range Planning

AB:gd

4100 Blake Manor Circle
cc: Gayla Dembkowski, GIS Specialist



Proposed
"BLAKE MANOR CIRCLE"

LAROB LN

HOG EYE RD

BLAKE-MANOR RD

EAST METROPOLITAN PARK

BLAKE-MANOR RD

LONE TREE DR

TAYLOR LN





Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

Meeting Date: July 23, 2013

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action to approve a contract between the Travis County Corporations and an outside financial services provider.

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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**CONTRACT BETWEEN THE
TRAVIS COUNTY HOUSING FINANCE CORPORATION
AND
VICKIE SCHUBERT**

This Contract (the "Contract") is entered into to be effective as of July __, 2013, by Travis County Housing Finance Corporation, a Texas public nonprofit corporation (the "Corporation") and Vickie Schubert ("Schubert").

RECITALS

WHEREAS, the Corporation has certain financial reporting and review needs; and

WHEREAS, the Corporation desires to engage Schubert to render certain services related to its financial reporting and review needs; and

WHEREAS, the Corporation desires to enter into an agreement with Schubert as hereinafter provided to assure the effective preparation of financial reports;

AGREEMENT

NOW, THEREFORE, the parties agree to the terms and conditions stated in this Contract.

1.0 DEFINITIONS

In this Contract, "Contract Funds" means all funds paid by the Corporations to Schubert pursuant to this Contract.

2.0 CONTRACT PERIOD

This Contract shall continue in full force for the Contract Period which commences on August 1, 2013, and terminates on November 30, 2013.

3.0 PERFORMANCE

3.1 Responsibilities. During the Contract Period, Schubert shall prepare (a) monthly financial statements by the __ day of each month for the previous month (so long as the Corporation provides the necessary information by the __ day of each month, if not, Schubert will have ___ days after receipt of the necessary information to complete the monthly reports) and (b) annual financial statements for the Corporation's fiscal year which ends on _____, by the ____ day of _____.

3.2 Civil Rights/ADA Compliance. Schubert shall comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with

the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933]. Schubert shall not discriminate against any employee, applicant for employment, or participant in any of its programs based on race, religion, color, sex, national origin, age or handicapped condition.

3.3 W-9 Taxpayer Identification Form. If requested, Schubert shall provide the Corporation with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the Corporation before any Contract Funds are paid to Schubert.

4.0 CORPORATION PERFORMANCE

4.1 Compensation. For the satisfactory completion of the services to be provided under this Contract, the Corporation will pay Schubert a fee of \$50 per hour. Schubert estimates that the services will require approximately __ hours per month and will obtain the Corporation's written approval for any charges of more than __ hours per month. Corporation will not be liable for additional charges unless Schubert and Corporation agree to additional charges in advance and in writing. For any services not described herein that are requested by the Corporation, the Corporation agrees to pay Shubert a fee of \$85 per hour.

Schubert will submit an itemized invoice each month describing the services furnished and the amount being billed for each item.

The Corporation shall pay such invoices within ___ days of receipt unless it raises a good faith objection to any of the charges thereon, in which case the parties will work together to resolve such objection as quickly as possible.

5.0 ACKNOWLEDGEMENTS

5.1 Independent Contractor. The parties expressly acknowledge and agree that Schubert is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Schubert shall not be considered an employee of the Corporation or gain any rights against the Corporation pursuant to the Corporation's personnel policies.

6.0 CONFIDENTIALITY

Schubert agrees to keep confidential at all times all information received from the Corporation and will not disclose any information to any person or entity without the express written consent of the Corporation or unless required by applicable law.

7.0 SURVIVAL OF CONDITIONS

The confidentiality provisions of this Contract shall survive beyond the end of this Contract.

8.0 INDEMNIFICATION AND CLAIMS NOTIFICATION

8.1 Indemnification. EXCEPT FOR THE CORPORATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT FOR WHICH EITHER IS ADJUDGED BY A COURT OF COMPETENT JURISDICTION TO BE LEGALLY LIABLE, SCHUBERT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CORPORATION, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY SCHUBERT, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF IN CONNECTION WITH THE CONSTRUCTION AND USE OR OPERATION OF THE PROJECT. EXCEPT AS AFORESAID, IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS FOR SCHUBERT TO INDEMNIFY AND PROTECT THE CORPORATION FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OF DAMAGE.

8.2 Claims Notification. If any claim or other action, including proceedings before an administrative agency, is made or brought by any person or entity against Schubert or the Corporation, the party against whom the claim is made shall give the other party written notice of such claim or other action within three (3) business days after being notified of the claim or action or the threat of it. The notice shall include the name and address of the person or entity making such claim, the basis of the claim, the court or administrative agency where the claim was initiated or is threatened to be initiated, and the name of the person(s) against whom the claim is made or threatened, and the notifying party shall provide copies of all pertinent documents to the other party.

9.0 SUSPENSION

If Schubert fails to comply with any provision hereof, and after the Corporation has notified Schubert in writing of the provision of the Contract that Schubert is not in compliance with and such failure to comply continues for a period of 10 days after the Corporation has notified Schubert, the Corporation may suspend this Contract in whole or in part.

10.0 TERMINATION

10.1 Reasons for Termination. The Corporation shall have the right to terminate this Contract, in whole or in part, if Schubert has failed to comply with any material term or condition of this Contract, and such failure to comply shall continue for a period of more than ten (10) days after written notice of such failure has been given to Schubert.

10.2 Notification. The Corporation shall notify Schubert in writing at least ten (10) days before the date of the Corporation's termination of this Contract, the reasons for

termination, the effective date of termination and, in the case of partial termination, the portion of the Contract to be terminated.

10.3 Continued Liability. Notwithstanding the exercise by the Corporation of its right to suspend or terminate, Schubert shall not be relieved of any liability to the Corporation for damages due to the Corporation by virtue of any breach of this Contract or otherwise pursuant to this Contract.

11.0 NON-WAIVER OF DEFAULT

No payment, act or omission by a party may constitute or be construed as a waiver of any breach or default of such party which then exists or which may subsequently exist. All rights of the parties under this Contract are reserved and any payment, act or omission shall not impair or prejudice any right or remedy of a party hereto. The pursuit of any right or remedy under this Contract or by law shall not preclude the exercise of any other right or remedy under this Contract or pursuant to law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy.

12.0 AMENDMENTS

Any amendment to any term of this Contract shall be effective only if it shall be in writing and signed by both parties hereto.

13.0 ASSIGNABILITY; BINDING AGREEMENT

Neither party may assign any of the rights or obligations under this Contract without the written consent of the other party hereto. This Contract shall be binding upon the successors, assigns and legal representatives of the parties hereto.

14.0 ENTIRE AGREEMENT

All oral and written agreements between the parties hereto that were made prior to the execution hereof have been reduced to writing and are contained in this Contract. All exhibits hereto are made a part of this Contract.

15.0 LAW AND VENUE

This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in Travis County, Texas.

16.0 SEVERABILITY

If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

17.0 NOTICES

Any notice required to be given under this Contract shall be in writing and deemed to be given when actually delivered or no later than the third day after it is deposited in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified below or such other address as may be given to each party from time to time:

Travis County Housing Finance Corporation
Attention: Corporation Manager
P.O. Box 1748
Austin, Texas 78767

Victoria Shubert

Austin, Texas 787___

18.0 LEGAL AUTHORITY

Schubert represents that it has the legal authority, licensing and expertise to enter into this Contract and to perform the services. Schubert will comply with all applicable laws, ordinances, rulings and codes.

19.0 POLITICAL ACTIVITY

Schubert shall not use any performance under this Contract or any portion of the compensation for any activity related to the result of an election for public office.

20.0 DISPUTE RESOLUTION

When mediation is acceptable to both parties in resolving a dispute hereunder, the parties agree to use the Dispute Resolution Center in Austin, Texas, as the provider of mediators. Mediation will not constitute a final and binding resolution of any dispute unless both parties agree. All communications within the scope of the mediation shall remain confidential unless both parties agree, in writing, to waive the confidentiality.

21.0 INTERPRETATIONAL GUIDELINES

24.1 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day of such period and to include the last day of such period. If the last day of any period falls on a Saturday, Sunday or legal holiday, those days shall be omitted from the computation.

24.2 Gender. Words of any gender in this Contract shall be construed to include the other gender.

24.3 Headings. The headings at the beginning of each provision of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Contract.

Executed as of the date first mentioned above.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____

Name: _____

Title: _____

Vickie Shubert